

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

TUESDAY

APRIL 23, 2013

8:30 A.M.

(The regular afternoon session commences at 2:00 p.m.)

| | | | |
|----------------|-----------------|----------------------|----------------------|
| Susan Gorin | First District | Veronica A. Ferguson | County Administrator |
| David Rabbitt | Second District | Bruce Goldstein | County Counsel |
| Shirlee Zane | Third District | | |
| Mike McGuire | Fourth District | | |
| Efren Carrillo | Fifth District | | |

This is a simultaneous meeting of the Board of Supervisors of Sonoma County, the Board of Directors of the Sonoma County Water Agency, the Board of Commissioners of the Community Development Commission, the Board of Directors of the Sonoma County Agricultural Preservation and Open Space District, the Board of Directors of the Northern Sonoma County Air Pollution Control District, the Sonoma County Public Finance Authority, the Sonoma Clean Power Authority, and as the governing board of all special districts having business on the agenda to be heard this date. Each of the foregoing entities is a separate and distinct legal entity.

The Board welcomes you to attend its meetings which are regularly scheduled each Tuesday at 8:30 a.m. Your interest is encouraged and appreciated.

AGENDAS AND MATERIALS: Agendas and most supporting materials are available on the Board's website at <http://www.sonoma-county.org/board/>. Due to legal, copyright, privacy or policy considerations, not all materials are posted online. Materials that are not posted are available for public inspection between 8:00 a.m. and 5:00 p.m., Monday through Friday, at 575 Administration Drive, Room 100A, Santa Rosa, CA.

SUPPLEMENTAL MATERIALS: Materials related to an item on this agenda submitted to the Board after distribution of the agenda packet are available for public inspection in the Board of Supervisors office at 575 Administration Drive, Room 100A, Santa Rosa, CA, during normal business hours.

DISABLED ACCOMMODATION: If you have a disability which requires an accommodation, an alternative format, or requires another person to assist you while attending this meeting, please contact the Clerk of the Board at (707) 565-2241, as soon as possible to ensure arrangements for accommodation.

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

Santa Rosa CityBus: Rt. 14

Golden Gate Transit: Rt. 80

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APPROVAL OF THE CONSENT CALENDAR

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

PUBLIC COMMENT

Any member of the audience desiring to address the Board on a matter on the agenda: Please walk to the podium and after receiving recognition from the Chair, please state your name and make your comments. In order that all interested parties have an opportunity to speak, please be brief and limit your comments to the subject under discussion. Each person is usually granted 3 minutes to speak; time limitations are at the discretion of the Chair.

8:30 A.M. CALL TO ORDER

PLEDGE OF ALLEGIANCE

I. APPROVAL OF THE AGENDA

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

II. BOARD MEMBER ANNOUNCEMENTS

III. CONSENT CALENDAR

(Items 1 through 44)

PRESENTATIONS/GOLD RESOLUTIONS

(Items 1 through 8)

PRESENTATIONS AT BOARD MEETING

1. Adopt a Gold Resolution recognizing April 26th as Children's Memorial Flag Day. (First District)
2. Adopt a Gold Resolution proclaiming April 23, 2013 to be Women's Equal Pay Day 2013 in Sonoma County. (Human Resources)
3. **11:15 A.M.** – Adopt a Gold Resolution proclaiming April 21, 2013, through April 27, 2013, as National Crime Victims' Rights Week in Sonoma County. (District Attorney/Sheriff's Office/Health Services/Human Services/Probation)

PRESENTATIONS AT DIFFERENT DATE

4. Adopt Gold Resolution declaring April 29 through May 3, 2013 as the first annual Business Appreciation Week. (Economic Development Board)
5. Adopt a Gold Resolution recognizing approximately 3,000 volunteers who served at the County during fiscal year 2011-2012; and Adopt 13 Gold Resolutions recognizing the contributions of the selected Outstanding Volunteers. (Human Resources)
6. Adopt a Gold Resolution honoring Jeremy Masterson upon achieving the rank of Eagle Scout with Boy Scout Troop 8. (Second District)
7. Adopt a Gold Resolution honoring David Downs achieving the rank of Eagle Scout with Boy Scout Troop 8. (Second District)
8. Adopt a Gold Resolution proclaiming April 27, 2013 as Comcast Cares Day in the County of Sonoma in appreciation for contributions to Cook Middle School. (Fifth District)

CONSENT CALENDAR (Continued)

COMMUNITY DEVELOPMENT COMMISSION

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

9. Approve and authorize the Executive Director of the Sonoma County Community Development Commission to execute a professional services agreement for auditing services with Smith, Marion & Company for \$34,750 for April 24, 2013 to November 30, 2013, to execute subsequent amendments to the agreement which do not increase the amount to be paid for the Fiscal Year 2012-13 audit by more than ten percent (10%) and to execute addenda to the agreement to extend the term for two additional one-year periods upon satisfactory fulfillment of its obligation under the original agreement.

COMMUNITY DEVELOPMENT COMMISSION

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

AND

BOARD OF SUPERVISORS

10. Approve and authorize the Executive Director of the Sonoma County Community Development Commission to execute on behalf of the County of Sonoma the seventeenth amendment to the agreement for operation of the Russell Avenue Shelter with Catholic Charities of the Diocese of Santa Rosa, Inc. extending the term of the agreement to June 30, 2013 and modifying the scope of work; and to make minor, non-substantive changes to the agreement, that do not further change the modified total amount or term of the agreement, following review and approval of County Counsel as to form. (Third District)

SONOMA COUNTY WATER AGENCY

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

11. Authorize the Chair to execute an agreement between Sonoma County Water Agency and Forestville Water District. Water Agency to provide as needed maintenance to the wastewater collection and treatment facilities for five years at cost. (Fifth District)
12. Authorize the Chair to execute an agreement with Westin Engineering to provide consulting services for development of the Supervisory Control and Data Acquisition Master Plan. (\$250,000; agreement terminates May 1, 2014).
13. Ratify the General Manager's execution of a license agreement with the National Oceanic and Atmospheric Administration for the purpose of installing, maintaining, and operating meteorological equipment on Sonoma County Water Agency property; and authorize the General Manager to execute similar license agreements if additional sites are identified. (Fourth District)
14. Authorize the Chair to execute a Funding Agreement with North Bay Innovation Hub for the amount of \$22,500; agreement terminates on April 30, 2014, in support of growth and development of iHub.
15. Authorize the Chair to execute a Grant of Easement Agreement conveying property rights to the City of Rohnert Park and to AT&T in connection with the City of Rohnert Park's Wilfred Avenue Widening Project, \$18,000. (4/5 vote required) (Second District)

CONSENT CALENDAR (Continued)

16. Authorize the Chair to execute an agreement with the City of Rohnert Park to provide reimbursement funding construction of a groundwater well. (Not to exceed \$649,629; agreement terminates June 30, 2014). (Second District)

SOUTH PARK COUNTY SANITATION DISTRICT

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

17. Confirm ongoing emergency conditions necessitate completion of ongoing repairs to collapsed sewer facilities without advertising for competitive bids. (4/5 vote required) (Fifth District)

AUDITOR-CONTROLLER-TREASURER-TAX COLLECTOR

18. Review and accept the audit report of the Sonoma County District Attorney's Office Victim Witness Assistance Program for the fiscal year ended June 30, 2012.
19. Review and accept the audit report of the Sonoma County District Attorney's Office Vertical Prosecution Program for the fiscal year ended June 30, 2012.

BOARD OF SUPERVISORS

20. Disbursement of 2012-2013 Discretionary Advertising Funds (Third District) – Approve Advertising Program grant awards to the following entities and authorize the County Administrator to execute contracts with the following entities: Sonoma County Museum: \$500.
21. Disbursement of 2012-2013 Discretionary Advertising Funds (Fourth District) – Approve Advertising Program grant awards to the following entities and authorize the County Administrator to execute contracts with the following entities: Sonoma County 4-H Chicken Que: \$500.

FIRE AND EMERGENCY SERVICES

22. Authorize the Director of the Fire and Emergency Services Department to execute subgrantee agreements with the City of Santa Rosa to sub-grant 2012 Emergency Management Program Grant Funds in the amount of \$59,474 for Emergency Operations Center improvements. (Third District)
23. Authorize the Director of the Fire and Emergency Services Department to execute the Telephone Emergency Notification System Memorandum of Understanding with the City of Santa Rosa for 24 Telephone Lines (\$189/month). (First, Third, Fourth and Fifth Districts)

GENERAL SERVICES

24. Authorize the Chair to execute Right of Way Contracts and Quitclaim Deeds releasing conservation easement interests to the State of California for the purposes of Highway 101 interchange improvements in the vicinity of Airport Boulevard, and authorize the Director of General Services to execute other documents reasonably required to effect conveyance of the easements in a form approved by County Counsel (APNs 059-230-081 and 059-350-080). (4/5 vote required) (Fourth District)

CONSENT CALENDAR (Continued)

GENERAL SERVICES / HEALTH SERVICES

25. New lease for the Department of Health Services / Behavioral Health Division – Authorize the Clerk to publish a notice, declaring the Board’s intention to execute a lease with SR Office Properties, LLC (Landlord), for approximately 1,896 sq. ft. of office space in Suite 211, of the building located at 2227 Capricorn Way, Santa Rosa, for an initial rate of \$1.65 per sq. ft. per month (approximately \$3,128.40 per month or \$37,540.80 per year), which is subject to adjustment as more particularly described in said lease, for an initial five-year term, with two 5-year options.

GENERAL SERVICES / HUMAN SERVICES

26. New lease for Human Services Department / Economic Assistance Division – (A) Authorize the Clerk to publish a notice, declaring the Board’s intention to execute a new lease with Parkway Properties 14, LLC, for approximately 28,864 sq. ft., for an initial rate of \$1.62 per sq. ft. per month (approximately \$46,760 per month or \$561,116 per year), subject to adjustment as more particularly described in said lease, for seven years plus options to extend the term of the lease and the rentable area, in the building located at 520 Mendocino Avenue, Santa Rosa, CA; and (B) Authorize the General Services Director to execute a letter-agreement whereby the landlord of said building will prepare architectural construction drawings and apply for building permits prior to potential execution of the proposed amendment by the Board.

HEALTH SERVICES

27. Adopt a Resolution designating Aurora Behavioral Health Care - Santa Rosa as a 72-Hour Evaluation and Intensive Treatment Facility for both minors and adults under Welfare and Institutions Code Sections 5000 et seq. (adults) and 5585.50 et seq. (minors) and authorizing the application of Welfare and Institutions Code Section 5270.10 30-day certifications in Sonoma County.

HUMAN SERVICES

28. Authorize the Director of Human Services to sign and execute first amendment in the amount of \$725,000 to the current agreement with Document Fulfillment Services (DFS) for printing and mailing services (including postage) of CalWIN client correspondence for a new total not to exceed \$1,522,325. The current contract term is July 1, 2010 through June 30, 2015.
29. Authorize the Chair to execute amendment no. III to the Information Technology Agreement with HP Enterprise Services, LLC, formerly known as Electronic Data Systems, LLC, for CalWORKs Information Network (CalWIN) Development, Implementation, Maintenance and Operation Services for the 18 CalWIN Counties, \$2,836,537; effective July 1, 2013 through July 31, 2015.
30. Authorize the Director of Human Services to sign the renewal agreement with the California State Association of Counties (CSAC) for the continued provision of Welfare Client Data Systems management services for the period of July 1, 2013 through June 30, 2014 in the amount of \$125,274.

CONSENT CALENDAR (Continued)

INFORMATION SYSTEMS

31. Adopt a Resolution approving records retention schedules and authorizing the destruction of records for Agricultural Commissioner-Commissioner and Agricultural Commissioner-Weights and Measures. (4/5 vote required)

NORTHERN SONOMA COUNTY AIR POLLUTION CONTROL DISTRICT

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

32. Authorize the Chair to execute a professional services agreement for technical services for the Geysers Air Monitoring Program with L.T. Boardman Enterprises for base amount not to exceed \$1,073,423 with a term ending June 30, 2018.

PROBATION

33. Adopt a Resolution authorizing the Chief Probation Officer to execute an agreement with the State of California Department of Corrections and Rehabilitation (CDCR) to provide diagnostic and treatment services and temporary detention for case referrals from the Juvenile or Criminal Courts, for the period of July 1, 2012 to June 30, 2014, in an amount not to exceed \$400,062.

SHERIFF'S OFFICE

34. Adopt an Ordinance adding Article IX, Taxicab Regulations, to Chapter 18, Motor Vehicles and Traffic, of the Sonoma County Code. (4/5 vote required) (Second Reading – Ready for Adoption)

TRANSPORTATION AND PUBLIC WORKS

35. Approve the license agreement for use of county facilities between the County of Sonoma and Sonoma County Waste Management Agency for compost premises located at the Central Disposal Site.

MISCELLANEOUS

36. Approval of Minutes – (A) Approve the April 2, 2013 minutes of the Sonoma County Water Agency Strategic Planning Workshop. (B) Approve the minutes of the meeting of April 9, 2013 for the following: Agricultural Preservation and Open Space District, Community Development Commission, Northern Sonoma County Air Pollution Control District, Russian River County Sanitation District, Occidental County Sanitation District, South Park County Sanitation District, Sonoma County Water Agency, and Board of Supervisors. (C) Approve the minutes of the meeting of April 9, 2013 for the following: Sonoma Valley County Sanitation District.

APPOINTMENTS/REAPPOINTMENTS

(Items 37 through 44)

37. Appoint Marsha Vas Dupre to the Mental Health Board for a three year term beginning on April 23, 2013 and ending on December 31, 2016. (Third District)

CONSENT CALENDAR (Continued)

38. Appoint Hunter Cornell to the Alcohol and Drug Problems Advisory Board for a three year term beginning on April 16, 2013 and ending on April 16, 2016. (Fourth District)
39. Reappoint Vincent Hoagland to the Bicycle and Pedestrian Advisory Committee for a two year term beginning on April 23, 2013 and ending on April 23, 2015. (Third District)
40. Reappoint Greg Carr to the Board of Zoning Adjustments for a coterminous term effective April 23, 2013. (First District)
41. Reappoint Greg Carr to the Planning Commission for a coterminous term effective April 23, 2013. (First District)
42. Reappoint Richard Fogg to the Board of Zoning Adjustments for a coterminous term effective April 23, 2013. (First District)
43. Reappoint Richard Fogg to the Planning Commission for a coterminous term effective April 23, 2013. (First District)
44. Reappoint Arthur Warmoth to the Commission on Human Rights for a two year term beginning on April 23, 2013 and ending on April 23, 2015. (Third District)

IV. REGULAR CALENDAR

(Items 45 through 47)

SONOMA COUNTY WATER AGENCY SONOMA CLEAN POWER AUTHORITY

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

AND

BOARD OF SUPERVISORS

45. **9:00 A.M.** – Receive staff report regarding progress on implementation of the Sonoma Clean Power program and responses to Request for Proposals on power rates; authorize staff to implement program; and approve associated actions, as detailed in Exhibit A of staff report.

TRANSPORTATION AND PUBLIC WORKS

46. Regional Solid Waste Planning – Approve Final Master Operations Agreement –
- (A) Adopt a Resolution making findings related to the approval of the Master Operations Agreement (MOA) for long-term development, operation and maintenance of County Solid Waste Facilities including the Central Landfill and County Transfer Stations located in Annapolis, Guerneville, Healdsburg, Sonoma and at the Central site; authorizing the Chair to execute the MOA; delegating authority to the Director of Transportation and Public Works to file a Notice of Determination for the Addendum to the Sonoma County Central Disposal Site Improvement Program Final Environmental Impact Report (SCH#1995073068) for the Master Operations Agreement in accordance with the provisions of CEQA and the State CEQA Guidelines and delegating authority to staff to take further actions as necessary to meet the conditions precedent to the effectiveness of the MOA.
 - (B) Authorize the Transportation and Public Works Department to work with Human Resources to administer layoffs in accordance with Civil Service Rule 11 and the appropriate MOU.

BOARD OF SUPERVISORS

47. Approve fee waiver in the amount of \$1,675 for a Friends of Farm Trails and Gravenstein Apple Fair Barn Dance Gala event to be held on April 27th in Petaluma. (Second District)

NOTE:

11:15 A.M. – Presentation of Gold Resolution proclaiming April 21, 2013, through April 27, 2013, as National Crime Victims' Rights Week in Sonoma County. (Consent Item #3)

V. CLOSED SESSION CALENDAR

(Items 48 through 49)

48. The Board of the Agricultural Preservation and Open Space District will consider the following in closed session: Conference with Legal Counsel – Anticipated Litigation – Significant Exposure to Litigation (Govt. Code Section 54956.9 (d)(2)).
49. The Board of Supervisors, the Board of Directors of the Sonoma County Water Agency, the Board of Commissioners of the Community Development Commission, and the Board of Directors of the Agricultural Preservation and Open Space District will consider the following in closed session: Conference with Labor Negotiator, Agency Negotiator: Wendy Macy/Carol Allen/William Kay, Burke & Associates and Carol Stevens, Burke & Associates. Employee organization: All. Unrepresented employees: All, including retired employees (Govt. Code Section 54957.6 (b)).

VI. REGULAR AFTERNOON CALENDAR

(Items 50 through 63)

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

50. Report on Closed Session.

51. PUBLIC COMMENT ON MATTERS NOT LISTED ON THE AGENDA

(Comments are restricted to matters within the Board jurisdiction. The Board will hear public comments at this time for up to thirty minutes. Please be brief and limit your comments to three minutes. Any additional public comments will be heard at the conclusion of the meeting.)

52. Permit and Resource Management Department: Review and possible action on the following:

- a) Acts and Determinations of Planning Commission/Board of Zoning Adjustments
- b) Acts and Determinations of Project Review and Advisory Committee
- c) Acts and Determinations of Design Review Committee
- d) Administrative Determinations of the Director of Permit and Resource Management

AGRICULTURAL COMMISSIONER

53. **2:10 P.M.** - Adopt a Resolution approving the Agricultural Commissioner/Sealer's new fees to recover reasonable costs of providing services for Certified Producer Certificates, Grower Workshop Registration, Agricultural Grading, Agricultural Drainage, Vineyard/Orchard Development (VESCO), VESCO Best Management Practices manual, and hourly rates for engineer services; and Adopt a Resolution introducing, reading the title of and waiving further reading of a proposed Ordinance to amend Sonoma County Code Sections 30-6, 30-7, 30-10 and 30-14 to update fees for automatic point of sale station registration, weighing/measuring device reinspections to recover the reasonable cost of providing those services, and penalties for delinquent payment of reinspection fees. (First Reading)

FIRE AND EMERGENCY SERVICES

54. **2:10 P.M.** - Adopt a Resolution adopting fee increases for Fire and Emergency Services Department Hazardous Materials Schedule A – Permits and Fees.

HEALTH SERVICES

55. **2:10 P.M.** - Adopt a Resolution establishing new and amended fees to recover the reasonable cost of providing Public Health Services for the Department of Health Services effective July 1, 2013.

PERMIT AND RESOURCE MANAGEMENT

56. **2:10 P.M.** - Adopt an Ordinance adding new fees and adjusting fees for certain development applications, permits and services provided by the Permit and Resource Management Department in order to cover the costs of providing the related services.

REGULAR AFTERNOON CALENDAR (Continued)

PROBATION

57. **2:10 P.M.** - Adopt a Resolution establishing new fees and adopting fee increases and decreases for the Probation Department effective July 1, 2013.

REGIONAL PARKS
AND
SONOMA COUNTY WATER AGENCY
(Directors: Gorin, Rabbitt, Zane, McGuire, Carrillo)

58. **2:10 P.M.** - Adopt a Concurrent Resolution of the Board of Supervisors and the Directors of the Sonoma County Water Agency authorizing fee adjustments for group picnics and special use permits, film and photography permits, dump station fees, additional vehicle fees for campers, enhanced special use permits, and pricing flexibility measures; and Adopt a Concurrent Resolution of the Board of Supervisors and the 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 services.

REGIONAL PARKS

59. **2:10 P.M.** - Adopt a Resolution authorizing fee adjustments for day use parking pass volume discounts, special use permits for group picnics, non-commercial/non-profit events, and non-league athletic field use, film and photography permits, seasonal day use passes, dump station fees, additional vehicle fees for campers, pesticide applicators training fees, enhanced special use permits, and pricing flexibility measures; and 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 services.

SHERIFF – CORONER

60. **2:10 P.M.** - Adopt an Ordinance establishing the fees to be collected by the Sheriff's Office effective July 1, 2013.

TRANSPORTATION AND PUBLIC WORKS

61. **2:10 P.M.** - Adopt a Resolution establishing reasonable rates and charges for the use of land and facilities at the Charles M. Schulz – Sonoma County Airport effective July 1, 2013. (Fourth District)

REGULAR AFTERNOON CALENDAR (Continued)

COUNTY ADMINISTRATOR
AND
AGRICULTURAL PRESERVATION AND OPEN SPACE DISTRICT
OCCIDENTAL COUNTY SANITATION DISTRICT
SONOMA COUNTY WATER AGENCY

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

62. Fiscal Year 2012-13 Third Quarter Budget Update and Adjustments –
- (A) Receive third quarter budget update report, including consolidated budget and position allocation list adjustments.
 - (B) Adopt a Concurrent Resolution of the Board of Supervisors County of Sonoma, Sonoma County Water Agency, and the Occidental County Sanitation District adjusting the Fiscal Year 2012-13 budget. (4/5 vote required)
 - (C) Adopt a Concurrent Resolution of the Board of Supervisors, the Sonoma County Water Agency and the Agricultural Preservation and Agricultural Preservation and Open Space District amending the departmental position allocation lists associated with the third quarter consolidated budget adjustments.

63. **ADJOURNMENTS**

NOTE: The next regular meeting will be held on May 7, 2013 at 8:30 a.m.

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

- 1. May 7th (PM) – ZCE12-0009; Request for a Zone Change, 1900 Flora Marie Lane, Healdsburg
- 2. May 7th (PM) – ORD11-0005; Ordinance amending Chapter 26 of the Sonoma County Code
- 3. May 14th (PM) – Northern Sonoma County Air Pollution Control District Budget Hearing
- 4. May 21st (AM) – Sanitation Zones & District Prop 218 Hearing
- 5. June 4th (AM) – Prop 218 Fee Hearing Salmon Creek Water District
- 6. June 10th – 21st – Budget Hearings
- 7. June 18th (PM) – CPH12-0004; State of California – Iron Rangers; Sonoma



County of Sonoma
Agenda Item
Summary Report

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

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

To: Board of Supervisors

Board Agenda Date: April 23, 2013

Vote Requirement: Majority

Department or Agency Name(s): Board of Supervisors

Staff Name and Phone Number:

Supervisor Susan Gorin, 565-2241

Supervisorial District(s):

First

Title: Gold Resolution

Recommended Actions:

Approve a Gold Resolution recognizing April 26th as Children's Memorial Flag Day.

Executive Summary:

Prior Board Actions:

Strategic Plan Alignment Not Applicable

Fiscal Summary - FY 12-13

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

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|---|---|------------------------------|------------------------------|
| Narrative Explanation of Fiscal Impacts (If Required): | | | |
| | | | |
| Staffing Impacts | | | |
| Position Title (Payroll Classification) | Monthly Salary Range (A – I Step) | Additions (Number) | Deletions (Number) |
| | | | |
| | | | |
| Narrative Explanation of Staffing Impacts (If Required): | | | |
| | | | |
| Attachments: | | | |
| Resolution | | | |
| Related Items “On File” with the Clerk of the Board: | | | |
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County of Sonoma

State of California

Date: April 23, 2013

Resolution Number: _____

4/5 Vote Required

RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF SONOMA, STATE OF CALIFORNIA, RECOGNIZING APRIL 26, 2013 AS CHILDREN'S MEMORIAL FLAG DAY

WHEREAS, throughout America, tragic cases of violence against children occur with frequency and senselessness, destroy innocent lives and devastate families; and

WHEREAS, Sonoma County has had violent preventable child deaths by guns, knives, automobiles, physical abuse, and suicide; and

WHEREAS, the people of the County of Sonoma believe in the celebration of life, diversity, and hope for the future through our children, and deplore and condemn acts of violence committed upon the children of our communities; and

WHEREAS, the Board of MOVES (Minimize Occurrences of Violence in Everyday Society) is committed to raising individual and public consciousness of the need to care for all our children and to honor young lives lost; and

WHEREAS, the Sonoma County Regional Parks Foundation has built the Children's Memorial Grove at Spring Lake Park dedicated to the memory of Sonoma County's children who have passed away; and

WHEREAS, MOVES has acquired a Children's Memorial Flag from the Child Welfare League of America, which has become a recognizable symbol of the need to do a better job of protecting children, and which is sponsoring a national effort to memorialize child victims, and which has been adopted in other California communities.

NOW, THEREFORE, BE IT RESOLVED, that in the memory of children who have died by violence, the County of Sonoma does hereby recognize the fourth Friday in April as "Children's Memorial Day in Sonoma County".

BE IT FURTHER RESOLVED, that the Children's Memorial Flag be flown on April 26, 2013 by the County of Sonoma and for a week whenever a child dies by violence in the County of Sonoma in remembrance of young lives cut short by senseless violence.

Resolution #

Date:

Page 2

Supervisors:

Gorin:

Zane:

McGuire:

Carrillo:

Rabbitt:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.



County of Sonoma Agenda Item Summary Report

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

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

To: County of Sonoma Board of Supervisors

Board Agenda Date: April 23, 2013

Vote Requirement: Majority

Department or Agency Name(s): Human Resources Department

Staff Name and Phone Number:

Christina Cramer, 707-565-2988

Supervisorial District(s):

All

Title: Women's Equal Pay Day 2013

Recommended Actions:

Adopt a Gold Resolution proclaiming April 23, 2013 Women's Equal Pay Day in Sonoma County.

Executive Summary:

Background: The website for the Institute for Women's Policy Research in Washington D.C. states, "Women are almost half of the workforce. They are the equal, if not the main, breadwinner in four out of ten families. They receive more college and graduate degrees than men. Yet, on average, women continue to earn considerably less than men. In 2010, female full-time workers made only 77 cents for every dollar earned by men, a gender gap of 23 percent. Women, on the average, earn less than men in virtually every single occupation for which there is sufficient earning data for both men and women to calculate an earnings ratio."

On behalf of the many public and private agencies working together to raise awareness of Women receiving equal pay the Commission on the Status of Women, supported by the Human Resources Department, have come together to seek a proclamation naming April 23, 2013 as WOMEN'S EQUAL PAY DAY IN SONOMA COUNTY.

Prior Board Actions:

On April 17, 2012 Board adopted the first Resolution for Women's Equal Pay Day in Sonoma County.

Strategic Plan Alignment Goal 4: Civic Services and Engagement

Public and private agencies working together to raise awareness of Women receiving equal pay promotes Civic Service and Engagement.

Fiscal Summary - FY 12-13

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

Narrative Explanation of Fiscal Impacts (If Required):

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| |
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Staffing Impacts

| Position Title (Payroll Classification) | Monthly Salary Range (A – I Step) | Additions (Number) | Deletions (Number) |
|---|---|------------------------------|------------------------------|
| | | | |
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Narrative Explanation of Staffing Impacts (If Required):

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Attachments:

Resolution

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

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County of Sonoma
State of California

Date: April 23, 2013

Item Number: _____

Resolution Number: _____

4/5 Vote Required

**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California,
recognizing April 23, 2013 as Women's Equal Pay Day.**

Whereas, 2009 statistics indicate that women earn, on average, 77 cents for every dollar earned by men doing comparable work; and

Whereas, the National Committee of Pay Equity started the Equal Pay Day in 1996 to increase public awareness of the disparity; and

Whereas, women must work into Tuesday of the next week to earn what a man earned during the previous week; and in California 59% of working mothers earn more than 25% of family income; and

Whereas, in California 25% of women-headed households are below the poverty level; and

Whereas, in California, 84% of registered voters support a law for women to get fair pay; and in California both political parties support equal pay laws; and

Whereas, in 2009, President Barack Obama said, "...Equal pay is by no means just a women's issue...it's a family issue."

Now, Therefore, Be It Resolved that the Board of Supervisors of the County of Sonoma, does hereby recognize April 23, 2013, as Women's Equal Pay Day and encourages residents of Sonoma County to support equal pay laws and practices.

Supervisors:

Gorin:

Zane:

McGuire:

Carrillo:

Rabbitt:

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

To: Sonoma County Board of Supervisors

Board Agenda Date: April 23, 2013

Vote Requirement: No Vote Required

Department or Agency Name(s): District Attorney's Office, Sheriff's Office,
Health Services, Human Services, Probation Department

Staff Name and Phone Number:

Gina Burk 565-3893

Supervisorial District(s):

All

Title: National Crime Victims' Rights Week

Recommended Actions:

Resolution proclaiming April 21, 2013, through April 27, 2013, as National Crime Victims' Rights Week in Sonoma County

Executive Summary:

On behalf of the many public and private agencies working together to improve crime victims' services, and to prevent and respond to crime in our community, five departments – the District Attorney's Office, the Sheriff's Office, the Human Services Department and the Department of Health Services – have come together to seek a proclamation declaring April 21 – April 27, 2013, as National Crime Victims' Rights Week in Sonoma County. These departments are supported in this resolution and the various events during the week by our community partners in crime victims' services.

The week of April 21 – April 27, 2013, has been designated as National Crime Victims' Rights Week. For the past thirty years, communities across America have joined together annually to recognize the needs and rights of crime victims and survivors. In an effort to provide recognition to crime victims, Sonoma County is joining other counties and states throughout the nation in showing a commitment to raising awareness on the devastating impacts of crime and holding events honoring courageous survivors of crime and those who help them heal.

National Crime Victims' Rights Week Events on April 23, 2013:

10:30 a.m. Gold Resolution, Sonoma County Board of Supervisors

11:15 a.m. "Walk a Mile in Their Shoes" March, hosted by Verity

In addition to these activities, numerous outreach activities will also take place throughout the county to raise awareness of victims and services available to victims of crime.

The following sections identify key services provided to victims within county agencies.

Sonoma County District Attorney's Office

Historically, victims of crime have been under-served in a system geared to prosecute and protect the rights of the criminal. During the mid-seventies, the State of California began realizing that the trauma and financial loss experienced by victims should be acknowledged and began developing programs to address the problem. The California Legislature mandated that counties establish programs to assist crime victims who suffer the ill effects and trauma of crime. Section 13835.2 of the California Penal Code mandates the scope of services that must be offered. The Sonoma County Victim Services Division was established in 1978 to serve victims of crime. In 1982, the people of California approved an initiative that mandated The Victims' Bill of Rights. On November 4, 2008, the People of the State of California approved Proposition 9, the Victims' Bill of Rights Act of 2008: Marsy's Law. This measure amended the California Constitution to provide additional rights to victims.

The District Attorney's Office Victim Services Division offers comprehensive services to victims and witnesses of all types of crimes. Mandated services provided by the Victim Services Division include crisis intervention, emergency assistance, direct follow-up counseling, court escort and court support. Some optional services provided include creditor intervention, child care assistance, restitution information, and assistance with funeral and burial expenses through the State of California Victim Compensation Program.

In compliance with Marsy's Law, the District Attorney's Victim Services Division ensures victims receive all appropriate notifications related to court proceedings. We list victims' rights under Marsy's Law on our website. In order to better serve victims, the District Attorney implemented a web-based server, linked to the District Attorney's website, where victims are able to access online up to date court information and receive electronic notification of upcoming court dates.

The Victim Services Division served 3,056 new clients in FY 11/12 and has already assisted 1,426 new clients in the first half of FY 12/13. The Victim Compensation and Government Claims Board processed over 800 applications and paid almost \$500,000 directly to victims of crime in Sonoma County during FY 11/12. The amount of restitution court ordered to be paid by defendants on behalf of victims was \$6.75 million in FY 11/12. The District Attorney's Office Victim Services Division participates in numerous outreach events throughout the year to educate and inform our community about the services offered and available to victims and witnesses of crime.

The District Attorney's office is the lead agency for the Family Justice Center Sonoma County, a multi-agency collaborative effort that opened in August of 2011. The Family Justice Center (FJC) concept is a multi-disciplinary, physically co-located model with a coordinated, single point-of-access offering comprehensive wrap-around services for victims of family violence. The Family Justice Centers seek to improve the services being offered to victims, and to reduce the number of locations a victim must visit as well as the number of visits they must make to tell their story and receive the help they need.

Sonoma County Sheriff's Office

The Sonoma County Sheriff's Office receives approximately 30,000 "911" calls for service yearly. Thousands of these calls are victim contacts. Not only does the Sheriff's Office provide services to the victims such as emergency first aid, criminal investigation, assistance with criminal justice process, and referrals to victim assistance resources, but the department strongly believes in working with our community to keep them safe. The Sheriff's Office works closely with other government agencies and community

organizations to prevent and protect individuals from violence. The Sheriff's Office has been a strong supporter of the Family Justice Center and continues to be a critical partner. The Sheriff's Office recently worked with the Family Justice Center in revising and updating the information in the department's Victim Resource Pamphlet.

Sonoma County Department of Health Services

The Department of Health Service's Sexual Assault Response Team (SART) was created in 1995. SART provides specialized, coordinated services to the people of Sonoma County in a caring, supportive, collaborative and professional manner. SART is a multidisciplinary team of trained professionals. The department provides trained forensic examiners 24 hours a day, 365 days a year. Department staff work closely with the Human Services Department, the District Attorney's Office, local law enforcement, and community partners, such as Sutter Hospital, the YWCA of Sonoma County and Verity (formerly United Against Sexual Assault), to provide services to victims and families through recovery.

Sonoma County Human Services Department (HSD)

In 2012, HSD investigated 2,143 reports of child abuse and neglect, and 2,698 reports of abuse of a senior or dependent adult. Child, elderly and dependent adult victims of abuse suffer physical abuse, sexual abuse and/or emotional abuse. Elderly and dependent adults may also suffer from financial exploitation. For children, HSD staff coordinates a comprehensive spectrum of services to ensure stable and nurturing homes, a supportive environment, including counseling, education, and healthcare, and a sense of personal empowerment and hope. For elderly and dependent adults, HSD staff offers a wide array of services to assist clients to maintain their health and safety at home for as long as possible.

Sonoma County Probation Department

The Probation Department provides a number of services that aid victims. The Department's investigations units prepare pre-sentence reports for the Superior Court that includes a description of the impact of crimes, including victim impact statements. These statements allow victims the opportunity to participate in and influence the court's sentencing process. Probation officers provide ongoing contact with crime victims to enhance their safety, explain the criminal and juvenile justice processes, and provide referrals to available victim services. Probation officers supervise offenders in the community, collect restitution owed to victims, and work to ensure offenders understand the impact their behavior has had on their crime victims. These supervision efforts reduce the likelihood of further community and/or individual victimization. Further, in appropriate juvenile cases, officers participate in a restorative justice process that allows the victim a voice in the development of the offender's supervision plan, and officers monitor completion of these plans.

Prior Board Actions:

Resolutions approved proclaiming National Crime Victims' Rights Week for each of the past nine years.

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

Sonoma County residents face many challenges, such as changing demographics, human trafficking, immigration, and the use of technology both to commit and solve crimes. Many crimes are not reported, thus, victims frequently do not receive the help they desperately need. This Board Action will raise awareness of crime victims' rights and the weeks' events within the County that are designed to educate the public and reach all victims of crime.

Fiscal Summary - FY 12-13

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

Narrative Explanation of Fiscal Impacts (If Required):

None.

Staffing Impacts

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

Narrative Explanation of Staffing Impacts (If Required):

None.

Attachments:

Att 1: Resolution

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

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County of Sonoma

State of California

Date: April 23, 2013

Resolution Number: _____

4/5 Vote Required

**RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF SONOMA,
STATE OF CALIFORNIA, PROCLAIMING APRIL 21, 2013, THROUGH APRIL 27,
2013, AS NATIONAL CRIME VICTIMS' RIGHTS WEEK IN SONOMA COUNTY.**

Whereas, 18.7 million Americans are directly harmed by crime each year, and each crime affects many more family members, friends, neighbors, and co-workers; and

Whereas, approximately 50 percent of violent crimes are never reported, and only a fraction of victims receive the help they need; and

Whereas, the emotional, physical, psychological, and financial impact of crime falls on people of all ages and abilities, and of all economic, racial and social backgrounds; and

Whereas, the nation has heeded a call to action beginning with the President's Task Force on Victims of Crime in 1982 for a more equitable and supportive response to victims and has promoted victims' rights initiatives, effective and compassionate victim services, and just compensation and financial support; and

Whereas, today, thousands of victim assistance programs provide help and support to child victims of violence and sexual abuse; stalking victims; surviving family members of homicide victims; victims of drunk-driving crashes; and victims of domestic, dating, and sexual violence and other crimes; and

Whereas, now is the time for "New Challenges/New Solutions" through a comprehensive strategy for reaching and serving every victim of crime, especially traditionally underserved victims such as those with disabilities and victims from diverse cultures; and

Whereas, the United States Department of Justice has launched the *Vision 21* initiative to renew our nation's commitment to serving all victims of crime in the 21st Century; and

Whereas, National Crime Victims' Rights Week, April 21-27, 2013, provides an opportunity to explore the challenges and find the necessary solutions to assist every victim of crime in the United States—to help ensure their access to the help they deserve and the rights they are promised; and

Now, Therefore, Be It Resolved, that the Board of Supervisors of the County of Sonoma does hereby proclaim April 21, 2013, through April 27, 2013, as National Crime Victims Rights Week in the County of Sonoma; and Reaffirm the commitment of the Board of Supervisors to respect and enforce victims' rights and address their needs during Crime Victims' Rights Week and throughout the year; **and**

Express our appreciation for those victims and crime survivors who have turned personal tragedy into a motivating force to improve our response to victims of crime and build a more just community.

Supervisors:

Gorin:

Zane:

McGuire:

Carrillo:

Rabbitt:

Ayes:

Noes:

Absent:

Abstain:

SO ORDERED



County of Sonoma Agenda Item Summary Report

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

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

To: Sonoma County Board of Supervisors

Board Agenda Date: April 23, 2013

Vote Requirement: Majority

Department or Agency Name(s): Economic Development

Staff Name and Phone Number:

Ben Stone – (707) 565-7170

Supervisorial District(s):

Title: Sonoma County Business Appreciation Week

Recommended Actions:

Adopt a resolution declaring April 29th through May 3rd, 2013 as the first annual Business Appreciation Week.

Executive Summary:

The Economic Development Board (EDB) is sponsoring an annual Sonoma County Business Appreciation Week for the purpose of acknowledging success and ingenuity among the business community. This event will create public recognition for some of the invaluable contributions that businesses and entrepreneurs have made in Sonoma County. Business Appreciation Week will exist as a partnership among the EDB, Workforce Investment Board, chambers of commerce, trade groups, and cities located throughout Sonoma County. This first year's event will be a pilot project.

One honoree will be identified by each participating chamber of commerce or trade group. Each honored business will receive a visit by a team of "Ambassadors" composed of local leadership, including County Supervisors (as arranged by EDB), City Council Members and staff (arranged by each chamber, trade group, or city), representatives from the Economic Development Board of Directors, and representatives from each chamber's or trade group's Board of Directors.

The EDB will create a schedule for the visits throughout the week. These visits will allow County and City leadership to personally acknowledge the business' contribution to Sonoma County, and to gain new understanding of the variety of businesses contributing to Sonoma County's economy and job base. Honoree businesses will be recognized in local media outlets. Additionally, Business Appreciation Week will encourage public awareness of the success of local business leaders and their valuable employees, encouraging innovation and best practices among businesses in the County. Honoree businesses will receive name recognition via the appreciation process and related media opportunities. Additionally, this event could help to inspire increased chamber of commerce and trade group membership.

The following major chambers, city governments and trade groups have agreed to participate.

Chambers of Commerce & Cities:

- Cloverdale Chamber of Commerce and City of Cloverdale
- Cotati Chamber of Commerce and City of Cotati
- Geyserville Chamber of Commerce
- Healdsburg Chamber of Commerce & City of Healdsburg
- Sonoma County Hispanic Chamber of Commerce
- Mark West Area Chamber of Commerce
- Petaluma Chamber of Commerce and City of Petaluma
- Rohnert Park Chamber of Commerce and City of Rohnert Park
- Russian River Chamber of Commerce
- Santa Rosa Chamber of Commerce, BEST, and City of Santa Rosa
- Sebastopol Chamber of Commerce and City of Santa Rosa
- Sonoma Valley Chamber of Commerce and City of Sonoma
- Windsor Chamber of Commerce and Town of Windsor

Trade Groups

- Sonoma County Farm Bureau
- Sonoma County Tourism
- Sonoma Mountain Business Cluster/iHub
- Sonoma Valley Vintners & Growers Alliance
- Sonoma Valley Visitors Bureau

Prior Board Actions:

None.

Strategic Plan Alignment Goal 2: Economic and Environmental Stewardship

The Economic Development Board strives to enhance the value of local, domestic, and international demand for Sonoma County produced goods and services through the creation and development of economic research, analysis, and programs.

Fiscal Summary - FY 12-13

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

Narrative Explanation of Fiscal Impacts (If Required):

No significant costs are expected to arise from this event.

Staffing Impacts

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

Narrative Explanation of Staffing Impacts (If Required):

None.

Attachments:

Resolution.

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

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County of Sonoma
State of California

Date: April 23, 2013

Item Number: _____

Resolution Number: _____

4/5 Vote Required

**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California,
Recognizing The First Annual Sonoma County Business Appreciation Week Which Will Be Held
From April 29 Through May 3, 2013**

Whereas, the Board of Supervisors has recognized April 29 through May 3, 2013 as Business Appreciation Week in Sonoma County and called this observance to the attention of all residents; and

Whereas, the prosperity and vitality of our County's economy is tied directly to the leadership, motivation, and success of our entrepreneurs; and

Whereas, businesses in Sonoma County play a vital role in strengthening and inspiring our community through job creation and innovation; and

Whereas, Business Appreciation Week increases public awareness of the invaluable contributions that local businesses make to our community.

Now, Therefore, Be It Resolved that the Sonoma County Board of Supervisors does hereby acknowledge and declare April 29 through May 3, 2013 as the first annual Sonoma County Business Appreciation Week.

Supervisors:

Gorin:

Zane:

McGuire:

Carrillo:

Rabbitt:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.



County of Sonoma Agenda Item Summary Report

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

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

To: Board of Supervisors of Sonoma County

Board Agenda Date: April 23, 2013

Vote Requirement: Majority

Department or Agency Name(s): Human Resources

Staff Name and Phone Number:

Sylvia Lemus, 565-1702

Supervisorial District(s):

All

Title: County Volunteer and Outstanding Volunteer Recognition.

Recommended Actions:

1. Adopt a resolution recognizing approximately 3,000 volunteers who served at the County during fiscal year 2011-2012.
2. Approve 13 resolutions recognizing the contributions of the selected Outstanding Volunteers.

Executive Summary:

Each year, the County of Sonoma recognizes the approximately 3,000 annual volunteers for National Volunteer Week, observed nationally from April 21 to April 27, 2013.

In the County of Sonoma, there have been individuals who have given of themselves through volunteerism for many years. The formal Volunteer Program, administered by the Human Resources Department, was established in January 1984.

The County benefits from the many volunteers committed to providing services that help to support the community. For example, volunteers act as tutors and mentors to abused and neglected children and offer support to the mentally ill. There are trained volunteers who assist with the searches for lost and missing persons, as well as volunteers who respond to hazardous materials incidents. Volunteers also groom, and care for animals in the County shelter; guide visitors in County parks; assist with research; provide translation skills; and perform countless other meaningful deeds that benefit our community.

This year, the County's 29th Annual Volunteer Recognition Reception Event, coordinated and facilitated by the Human Resources Department, will be held on Thursday, April 25, 2013, from 3:45 to 6:00 p.m. at the Sonoma County Fairgrounds, Finley Hall Building. This event will recognize all of the County's volunteers. Additionally, 13 individual volunteers were identified and selected by departments and programs for which they volunteer. These individuals were selected based on having contributed one or more of the following:

- An extraordinary number of hours in a year's period.
- A longstanding commitment to the department/program.
- An effort of exceptional quality.
- Participation in a project with wide-ranging impact.
- Other actions the department considers invaluable or extraordinary.

Members of the Board of Supervisors will present the Outstanding Volunteer awards and gold resolutions to thirteen individuals at the Volunteer Recognition Event. This year's Outstanding Volunteers are:

1. **Tom Flippen**, District Attorney's Office - Attorney Volunteer.
2. **Marilyn Sutton**, Department of Health Services, Animal Care & Control - Canine/Feline Kennel Assistant, Client Service Assistant, and Special Events
3. **Robert Rosenhahn**, Fire & Emergency Services, Auxiliary Communications Service – ACS County Unit Leader.
4. **Wilbert Horne**, Fire & Emergency Services, Fire Division – Volunteer Fire Chief.
5. **Monica Huerta**, Fire & Emergency Services, Hazardous Material Response Team.
6. **Elaine Hart**, Human Services, Valley of the Moon Children's Center, Emergency Foster Home – Child Care Volunteer.
7. **Dean and Linda Davis**, Probation, Juvenile Hall – Tutor and Spiritual Advisor.
8. **Barry Comerford**, Sheriff's Office – Volunteer In Policing.
9. **Herbert Roukey**, Regional Parks – Park Maintenance Volunteer
10. **Alex and Ellen Rush**, Sheriff's Office, Detention/Inmate Services – PATHS Instructors.
11. **Carol Thompson**, Sheriff's Office, Helicopter Unit – Search & Rescue Volunteer.
12. **Bob Gallagher**, Transportation & Public Works, Airport – Airport Volunteer.
13. **Jerilynn Jenderseck**, University of California Coop Extension – Master Gardener.

Prior Board Actions:

Since 1984 the Board has, annually, adopted a resolution recognizing the efforts of its County volunteers in honor of National Volunteer Week; and also adopted separate resolutions to recognize individuals selected as Outstanding Volunteers.

Strategic Plan Alignment Goal 4: Civic Services and Engagement

County provides volunteer opportunities for citizens to participate and learn about county government and services. Volunteers enhance and augment the services provided to the community.

Fiscal Summary - FY 12-13

| Expenditures | | Funding Source(s) | |
|---------------------------|----------------|--------------------------|----------------|
| Budgeted Amount | \$ 5720 | County General Fund | \$ 5720 |
| Add Appropriations Req'd. | \$ 0 | State/Federal | \$ |
| | \$ | Fees/Other | \$ |
| | \$ | Use of Fund Balance | \$ |
| | \$ | Contingencies | \$ |
| | \$ | | \$ |
| Total Expenditure | \$ 5720 | Total Sources | \$ 5720 |

Narrative Explanation of Fiscal Impacts (If Required):

These budgeted recurring annual costs are divided between the Volunteer Recognition Reception, Outstanding Volunteers, and the Jefferson Award events. No additional appropriations are being requested.

Staffing Impacts

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

Narrative Explanation of Staffing Impacts (If Required):

No staffing impact.

Attachments:

Fourteen resolutions; one for National Volunteer Week, and 13 for Outstanding Volunteers.

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

None.



County of Sonoma
State of California

Date: April 23, 2013

Item Number: _____

Resolution Number: _____

4/5 Vote Required

**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, In
Observance of National Volunteer Week to Appreciate And Recognize The Invaluable
Contribution That Volunteers Made To The County Government During Fiscal Year 2011-2012.**

Whereas, National Volunteer Week 2013 is observed April 21 to April 27, 2013; and

Whereas, the County of Sonoma recognizes that the involvement of volunteers is vitally important in augmenting essential public services provided by County departments to our community; and

Whereas, the contribution of these volunteers is an important asset to the County and to our community, adding approximately 5.6 million dollars worth of services, as well as immeasurably enhancing the quality of public services to our community; and

Whereas, it is important to recognize the efforts of these volunteers in honor of National Volunteer Week 2013, by hosting the 29th Annual Volunteer Recognition Reception on April 25, 2013, in their honor; and

Now, Therefore, Be It Resolved that this Board of Supervisors expresses its gratitude, respect, and sincere appreciation to these volunteers and recognizes the importance of their contribution to the county and community during National Volunteer Week.

Supervisors:

Gorin:

Zane:

McGuire:

Carrillo:

Rabbitt:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.



County of Sonoma
State of California

Date: April 23, 2013

Item Number: _____

Resolution Number: _____

4/5 Vote Required

**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California,
Recognizing The Valuable Contribution Of Outstanding Volunteers For 2012.**

Whereas, the County of Sonoma recognizes the value and importance of volunteer skills and energy; and

Whereas, Tom Flippen's professionalism, enthusiasm and his commitment to the citizens of Sonoma County are exemplary through his efforts as a volunteer attorney at the District Attorney's Office; and

Whereas, the citizens of Sonoma County are honored that a man with his life and work experience would volunteer to work in an often under-appreciated and lesser known area of criminal justice: Drug Court; and

Whereas, Tom's desire to work hard to see positive change in individuals with drug problems and see them succeed is stellar; and

Whereas, his willingness to serve in treatment court has made his peers in the Sonoma County District Attorney's Office and colleagues in the justice system grateful for his diligence; and

Now, Therefore, Be It Resolved, on behalf of the citizens of the County of Sonoma, this Board of Supervisors hereby expresses its sincere and heartfelt appreciation to Tom Flippen for his valuable contribution.

Supervisors:

Gorin:

Zane:

McGuire:

Carrillo:

Rabbitt:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.



County of Sonoma
State of California

Date: April 23, 2013

Item Number: _____

Resolution Number: _____

4/5 Vote Required

**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California,
Recognizing The Valuable Contribution Of Outstanding Volunteers For 2012.**

Whereas, the County of Sonoma recognizes the value and importance of volunteer skills and energy; and

Whereas, Marilyn Sutton has volunteered at Animal Care and Control for over four years, contributing hundreds of hours of time and energy with the utmost devotion and enthusiasm; and

Whereas, She is great with the animals and people, and uses her wonderful abilities assisting the staff and caring for the animals; she has helped people find their missing pet and works to find good homes for adoptable animals; and

Whereas, Marilyn has assisted with putting on fairs, mobile adoptions events, and parades; her assistance at these events has been comforting to animals and people alike; and

Now, Therefore, Be It Resolved, on behalf of the citizens of the County of Sonoma, this Board of Supervisors hereby expresses its sincere and heartfelt appreciation to Marilyn Sutton for her valuable contribution.

Supervisors:

Gorin:

Zane:

McGuire:

Carrillo:

Rabbitt:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.



County of Sonoma

State of California

Date: April 23, 2013

Item Number: _____

Resolution Number: _____

4/5 Vote Required

Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, Recognizing The Valuable Contribution Of Outstanding Volunteers For 2012.

Whereas, the County of Sonoma recognizes the value and importance of volunteer skills and energy; and

Whereas, Robert Rosenhahn has provided leadership to the Central County Unit between 2006 and 2013, as a volunteer with the Auxiliary Communications Service, ensuring other volunteers are trained in emergency communications; and

Whereas, Robert was instrumental in building a valid database of volunteers and reporting hours and activities; and

Whereas, Robert's consistent leadership as Unit Leader over the years provided a stable and productive unit that can be relied upon to perform communication tasks for three Emergency Operations Centers; and

Now, Therefore, Be It Resolved, on behalf of the citizens of the County of Sonoma, this Board of Supervisors hereby expresses its sincere and heartfelt appreciation to Robert Rosenhahn for his valuable contribution.

Supervisors:

Gorin:

Zane:

McGuire:

Carrillo:

Rabbitt:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.



County of Sonoma
State of California

Date: April 23, 2013

Item Number: _____

Resolution Number: _____

4/5 Vote Required

**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California,
Recognizing The Valuable Contribution Of Outstanding Volunteers For 2012.**

Whereas, the County of Sonoma recognizes the value and importance of volunteer skills and energy; and

Whereas, Chief Wilbert Horne has over 50 years of experience in emergency fire operations, including 12 years as Volunteer Fire Chief for the Mayacamas area; and

Whereas, Chief Horne is a valuable asset to his community in providing enhanced safety and emergency response; and

Whereas, Chief Horne is a master instructor and strives to pass on his knowledge of emergency response to numerous firefighters within the area and around the state; and

Whereas, Chief Horne provides a high level of integrity and leadership to the Mayacamas Fire Company and within Sonoma County Fire; and

Now, Therefore, Be It Resolved, on behalf of the citizens of the County of Sonoma, this Board of Supervisors hereby expresses its sincere and heartfelt appreciation to Volunteer Chief Wilbert Horne for his valuable contributions.

Supervisors:

Gorin:

Zane:

McGuire:

Carrillo:

Rabbitt:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.



County of Sonoma
State of California

Date: April 23, 2013

Item Number: _____

Resolution Number: _____

4/5 Vote Required

**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California,
Recognizing The Valuable Contribution Of Outstanding Volunteers For 2012.**

Whereas, the County of Sonoma recognizes the value and importance of volunteer skills and energy; and

Whereas, Monica Huerta has been volunteering with the Hazardous Materials Response Team since 2006, with responsibilities including entering hazardous environments, working on decontamination teams, and ensuring that job-site safety provisions are followed; and

Whereas, Monica maintains a consistently positive, team-oriented attitude, and has been a model volunteer while completing a degree at Sonoma State, working a full-time job, and raising a family; and

Whereas, despite the many demands on her time, Monica has remained committed to actively participating with the team and to furthering her education through attending hazmat-related training and obtaining related certifications; and

Now, Therefore, Be It Resolved, on behalf of the citizens of the County of Sonoma, this Board of Supervisors hereby expresses its sincere and heartfelt appreciation to Monica Huerta for her valuable contributions.

Supervisors:

Gorin:

Zane:

McGuire:

Carrillo:

Rabbitt:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.



County of Sonoma
State of California

Date: April 23, 2013

Item Number: _____

Resolution Number: _____

4/5 Vote Required

**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California,
Recognizing The Valuable Contribution Of Outstanding Volunteers For 2012.**

Whereas, the County of Sonoma recognizes the value and importance of volunteer skills and energy; and

Whereas, Elaine Hart has been one of the longest standing volunteers at the Valley of the Moon Children's Home since 2004; and

Whereas, Elaine has provided compassionate and nurturing care to the children, and has provided leadership to other volunteers, providing direction and structure for their work with the children; and

Whereas, she has provided exceptional service and commitment to the children and families in our Emergency Foster Home Program at Valley of the Moon Children's Center; and

Now, Therefore, Be It Resolved, on behalf of the citizens of the County of Sonoma, this Board of Supervisors hereby expresses its sincere and heartfelt appreciation to Elaine Hart for her valuable contribution.

Supervisors:

Gorin:

Zane:

McGuire:

Carrillo:

Rabbitt:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.



County of Sonoma
State of California

Date: April 23, 2013

Item Number: _____

Resolution Number: _____

4/5 Vote Required

**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California,
Recognizing The Valuable Contribution Of Outstanding Volunteers For 2012.**

Whereas, the County of Sonoma recognizes the value and importance of volunteer skills and energy; and

Whereas, Dean and Linda Davis are treasured volunteers at Juvenile Hall, and the youth at the facility recognize and appreciate their devotion and care of their individual spiritual growth and their education; and

Whereas, as a couple they have provided inspiration, hope, and faith to the youth, thereby helping them to believe in themselves and their ability to reach their goals; and

Whereas, their dedication, patience, and caring ways have translated into many youths growing and learning through their tutoring and spiritual counseling; they epitomize the care and concern needed and appreciated by residents at juvenile hall, yielding a positive influence in their young lives; and

Now, Therefore, Be It Resolved, on behalf of the citizens of the County of Sonoma, this Board of Supervisors hereby expresses its sincere and heartfelt appreciation to Dean and Linda Davis for their valuable contributions.

Supervisors:

Gorin:

Zane:

McGuire:

Carrillo:

Rabbitt:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.



County of Sonoma
State of California

Date: April 23, 2013

Item Number: _____

Resolution Number: _____

4/5 Vote Required

**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California,
Recognizing The Valuable Contribution Of Outstanding Volunteers For 2012.**

Whereas, the County of Sonoma recognizes the value and importance of volunteer skills and energy; and

Whereas, Herbert Roukey has volunteered countless hours on behalf of Sonoma County Regional Parks; and

Whereas, Herbert has been a Campground Host and Maintenance Volunteer for Doran and Westside Parks for the past ten years; and

Whereas, Herbert has spent the last two years assisting staff by painting, weed eating, and removing invasive plants at both Doran and Westside Parks; he has volunteered a total of 500 hours on these maintenance projects; and

Now, Therefore, Be It Resolved, on behalf of the citizens of the County of Sonoma, this Board of Supervisors hereby expresses its sincere and heartfelt appreciation to Herbert Roukey for his valuable contribution.

Supervisors:

Gorin:

Zane:

McGuire:

Carrillo:

Rabbitt:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.



County of Sonoma
State of California

Date: April 23, 2013

Item Number: _____

Resolution Number: _____

4/5 Vote Required

**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California,
Recognizing The Valuable Contribution Of Outstanding Volunteers For 2012.**

Whereas, the County of Sonoma recognizes the value and importance of volunteer skills and energy; and

Whereas, Barry Comerford has been a Volunteer In Policing (VIP) since 2011, and has contributed more than 400 hours, volunteering one day a week, patrolling the Sonoma Plaza and surrounding areas in an electric vehicle, which he maintains to the utmost; and

Whereas, Barry is eager and willing to do whatever he is asked to do and, does so with a smile; and

Whereas, Barry exhibits a positive approach to all those he encounters, even when enforcing parking laws and the rules of the Sonoma Plaza; and

Whereas, Barry's "can do" attitude and easy going demeanor are appreciated by all, thereby endearing him to city staff, residents and tourists alike; and

Now, Therefore, Be It Resolved, on behalf of the citizens of the County of Sonoma, this Board of Supervisors hereby expresses its sincere and heartfelt appreciation to Barry Comerford for his valuable contribution.

Supervisors:

Gorin:

Zane:

McGuire:

Carrillo:

Rabbitt:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.



County of Sonoma
State of California

Date: April 23, 2013

Item Number: _____

Resolution Number: _____

4/5 Vote Required

**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California,
Recognizing The Valuable Contribution Of Outstanding Volunteers For 2012.**

Whereas, the County of Sonoma recognizes the value and importance of volunteer skills and energy; and

Whereas, Alex and Ellen Rush have contributed immeasurably to the PATHS (Prevention, Art & Anger Management, Thinking Cognitively, Health Issues, and Stress Reduction) program, which assists hundreds of inmates who have been diagnosed with a mental illness;

Whereas, Alex and Ellen teach a weekly class, since 2008, which has amounted to hundreds of hours assisting inmates who have been diagnosed with a mental illness, navigate the road to recovery; and

Whereas, in addition to their hours volunteering with the PATHS program, Alex and Ellen volunteer their time teaching a weekly cognitive thinking class to female inmates at the Main Adult Detention Facility; and

Whereas, Alex and Ellen Rush's caring, compassion and dedication in volunteering to offer this curriculum to both of these groups is worthy of recognition; and

Now, Therefore, Be It Resolved, on behalf of the citizens of the County of Sonoma, this Board of Supervisors hereby expresses its sincere and heartfelt appreciation to Alex and Ellen Rush for their valuable contributions.

Supervisors:

Gorin:

Zane:

McGuire:

Carrillo:

Rabbitt:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.



County of Sonoma

State of California

Date: April 23, 2013

Item Number: _____

Resolution Number: _____

4/5 Vote Required

Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, Recognizing The Valuable Contribution Of Outstanding Volunteers For 2012.

Whereas, the County of Sonoma recognizes the value and importance of volunteer skills and energy; and

Whereas, Carol Thompson has been a Search and Rescue Team (SAR) member since October 2007, while remaining dedicated to her family and career; she has been a "ground pounder" and helps coordinate team events; and

Whereas, Carol has dedicated numerous hours to the annual BBQ at the Sheriff's hangar for the annual air show weekend, including planning, supervising, and soliciting donations of food and ice cream; and

Whereas, Carol routinely attends SAR team meetings, trainings and has participated in the "Hug a Tree" program, which is designed to help lost children survive in a wilderness setting; and

Whereas, Carol has spent countless hours training her Bloodhound "Daisy" to become certified as a California Emergency Management Agency search dog, so she will also become a valuable asset of the Sonoma County Sheriff's Office SAR team; and

Now, Therefore, Be It Resolved, on behalf of the citizens of the County of Sonoma, this Board of Supervisors hereby expresses its sincere and heartfelt appreciation to Carol Thompson for her valuable contribution.

Supervisors:

Gorin:

Zane:

McGuire:

Carrillo:

Rabbitt:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.



County of Sonoma
State of California

Date: April 23, 2013

Item Number: _____

Resolution Number: _____

4/5 Vote Required

**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, Recognizing
The Valuable Contribution Of Outstanding Volunteers For 2012.**

Whereas, the County of Sonoma recognizes the value and importance of volunteer skills and energy; and

Whereas, Bob Gallagher was the first volunteer with the Sonoma County Airport since the initiation of their program in December of 2010; and

Whereas, Bob is always smiling, cheerful, patient, and ready to lend a hand and willing to help; travelers can be assured he will listen with kindness and sympathy; and

Whereas, Bob has a wealth of knowledge about the Airport, its history and operations; his extensive pilot experience and background further add to his valuable knowledge; and

Whereas, in addition to volunteering for the Airport, Bob volunteers with Angel Flight West, a group of pilots who, at their own cost, transport people in critical need of medical care or other crisis situations; and

Whereas, Bob's warm demeanor and good humor leave a positive impression on visitors and locals alike, providing them with happy impressions and good feelings about traveling from Sonoma County Airport; and

Now, Therefore, Be It Resolved, on behalf of the citizens of the County of Sonoma, this Board of Supervisors hereby expresses its sincere and heartfelt appreciation to Bob Gallagher for his valuable contributions.

Supervisors:

Gorin:

Zane:

McGuire:

Carrillo:

Rabbitt:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.



County of Sonoma

State of California

Date: April 23, 2013

Item Number: _____

Resolution Number: _____

4/5 Vote Required

Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, Recognizing The Valuable Contribution Of Outstanding Volunteers For 2012.

Whereas, the County of Sonoma recognizes the value and importance of volunteer skills and energy; and

Whereas, Jerilynn Jenderseck has been a Sonoma County Master Gardener since 2010, volunteering over 1,200 hours of her time; and

Whereas, Jerilynn currently serves on the Master Gardener Board of Directors as the Vice President of Membership, and is the leader of our Santa Rosa Resource Desk, where home gardeners receive information related to horticulture, pest management and other gardening topics; and

Whereas, Jerilynn has volunteered for Master Gardener activities including tabling at farmers' markets, the Petaluma Library demonstration garden, outreach as a Food Gardening Specialist, and specialized Master Gardener training in the areas of entomology and plant identification; and

Whereas, Jerilynn has become an invaluable resource and a passionate volunteer with a very approachable demeanor; she is the "go to" person with a "can do" attitude that makes her a wonderful person to work with; and

Now, Therefore, Be It Resolved, on behalf of the citizens of the County of Sonoma, this Board of Supervisors hereby expresses its sincere and heartfelt appreciation to Jerilynn Jenderseck for her valuable contribution.

Supervisors:

Gorin:

Zane:

McGuire:

Carrillo:

Rabbitt:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.



County of Sonoma
Agenda Item
Summary Report

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

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

To: Board of Supervisors

Board Agenda Date: April 23, 2013

Vote Requirement: Majority

Department or Agency Name(s): Board of Supervisors

Staff Name and Phone Number:

Supervisorial District(s):

Supervisor David Rabbitt, 565-2241

Second District

Title: Gold Resolution

Recommended Actions:

Approve a Gold Resolution honoring Jeremy Masterson upon achieving the rank of Eagle Scout with Boy Scout Troop 8.

Executive Summary:

Prior Board Actions:

None.

Strategic Plan Alignment: Goal 4: Civic Services and Engagement

Fiscal Summary - FY 12-13

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

Narrative Explanation of Fiscal Impacts (If Required):

None.

Staffing Impacts

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

Narrative Explanation of Staffing Impacts (If Required):

None.

Attachments:

Resolution.

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

None.



County of Sonoma

State of California

Date: April 16, 2013

Resolution Number: _____

4/5 Vote Required

RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF SONOMA, STATE OF CALIFORNIA, HONORING JEREMY MASTERSON FOR ACHIEVING THE RANK OF EAGLE SCOUT

WHEREAS, the Boy Scouts of America have a long and impressive history of preparing young men to assume responsibility in their communities; and

WHEREAS, Jeremy is currently a sophomore at Casa Grande High School, challenging himself with Honors classes, and plans to further pursue his education at a 4 year university after high school graduation; and

WHEREAS, Jeremy Masterson, a member of Boy Scouts of America, has worked diligently and completed his Eagle Scout by the age of 16, earning 25 Merit Badges and serving as Patrol Leader, Troop Historian, Scribe and Senior Patrol Leader, and Troop Guide; and

WHEREAS, upon completion of the National Youth Leadership Program, Jeremy has served as a Youth Guide and as Assistant Youth Course Director in charge of Team Guides; and

WHEREAS, upon Jeremy's completion of the "Leave No Trace" training, he earned the World Conservation Award and has completed five separate 50 mile Afloat canoe trips and a C.O.P.E Course, also known as "Challenging Outdoor Personal Experience"; and

WHEREAS, Jeremy is an active member of the Petaluma Community, including volunteering for Scouting For Food, Petaluma Art and Equestrian event, and community clean-up projects, and leading younger Cub Scouts at Camp Sundown Twilight Camp at Penngrove Park; and

WHEREAS, he fulfilled the leadership requirement for his Eagle Scout project when he updated the raccoon enclosure for the Wildlife Rescue on Mecham Road, Petaluma, including installing French drainage for the water run-off, planting native species plants, installing ladders and other apparatus for play within the enclosures, building bench seating for use by visitors, and installed guiderails using eucalyptus branches in keeping with the wildlife theme; and

NOW, THEREFORE, BE IT RESOLVED, that the Sonoma County Board of Supervisors commends Jeremy Masterson on joining the outstanding group of Eagle Scouts.

BE IT FURTHER RESOLVED that the Sonoma County Board of Supervisors appreciates the effort which went into achieving that goal and anticipates that Jeremy Masterson will have the heart and spirit of an Eagle throughout his adult life.

Resolution #

Date:

Page 2

Supervisors:

Gorin:

Zane:

McGuire:

Carrillo:

Rabbitt:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.



County of Sonoma Agenda Item Summary Report

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

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

To: Board of Supervisors

Board Agenda Date: April 23, 2013

Vote Requirement: Majority

Department or Agency Name(s): Board of Supervisors

Staff Name and Phone Number:

Supervisorial District(s):

Supervisor David Rabbitt, 565-2241

Second District

Title: Gold Resolution

Recommended Actions:

Approve a Gold Resolution honoring David Downs upon achieving the rank of Eagle Scout with Boy Scout Troop 8.

Executive Summary:

Prior Board Actions:

None.

Strategic Plan Alignment: Goal 4: Civic Services and Engagement

Fiscal Summary - FY 12-13

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

Narrative Explanation of Fiscal Impacts (If Required):

None.

Staffing Impacts

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

Narrative Explanation of Staffing Impacts (If Required):

None.

Attachments:

Resolution.

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

None.



County of Sonoma

State of California

Date: April 16, 2013

Resolution Number: _____

4/5 Vote Required

RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF SONOMA, STATE OF CALIFORNIA, HONORING DAVID DOWNS FOR ACHIEVING THE RANK OF EAGLE SCOUT

WHEREAS, the Boy Scouts of America have a long and impressive history of preparing young men to assume responsibility in their communities; and

WHEREAS, David Downs, as a member of Boy Scouts of America, has worked diligently and completed his Eagle Scout; and

WHEREAS, David currently attends Casa Grande High School and intends on obtaining a 4-year degree in engineering ultimately becoming a pilot; and

WHEREAS, David has served his Boy Scout Troop 8 as Assistant Senior Patrol Leader, Patrol Leader, and Assistant Patrol Leader; and

WHEREAS, David an active member of the Petaluma community, has provided volunteer service for various community projects and events, including at the Equestrian Festival, Veteran's Memorial building, Sheraton Hotel, and the Redwood Empire Food Bank; and

WHEREAS, David fulfilled the leadership requirement for his Eagle Scout project when he carefully planned and coordinated the details of restoring the Temelec senior living community's historical landmark public use area.

NOW, THEREFORE, BE IT RESOLVED, that the Sonoma County Board of Supervisors commends David Downs on joining the outstanding group of Eagle Scouts.

BE IT FURTHER RESOLVED that the Sonoma County Board of Supervisors appreciates the effort which went into achieving that goal and anticipates that David Downs will have the heart and spirit of an Eagle throughout his adult life.

Resolution #

Date:

Page 2

Supervisors:

Gorin:

Zane:

McGuire:

Carrillo:

Rabbitt:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.



County of Sonoma
Agenda Item
Summary Report

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

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

To: Board of Supervisors

Board Agenda Date: April 23, 2013

Vote Requirement: Majority

Department or Agency Name(s): BOS

Staff Name and Phone Number:

Supervisorial District(s):

Supervisor Efren Carrillo

Fifth District

Title: Gold Resolution

Recommended Actions:

Approve Gold Resolution proclaiming April 27th as Comcast Cares Day in the County of Sonoma, in appreciation for contributions to Cook Middle School. (Fifth District)

Executive Summary:

n/a

Prior Board Actions:

n/a

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

Fiscal Summary - FY 12-13

| Expenditures | | Funding Source(s) | |
|---------------------------|-------------|----------------------|-------------|
| Budgeted Amount | \$ 0 | County General Fund | \$ 0 |
| Add Appropriations Req'd. | \$ | State/Federal | \$ |
| | \$ | Fees/Other | \$ |
| | \$ | Use of Fund Balance | \$ |
| | \$ | Contingencies | \$ |
| | \$ | | \$ |
| Total Expenditure | \$ 0 | Total Sources | \$ 0 |

| | | | |
|---|---|------------------------------|------------------------------|
| Narrative Explanation of Fiscal Impacts (If Required): | | | |
| | | | |
| Staffing Impacts | | | |
| Position Title (Payroll Classification) | Monthly Salary Range (A – I Step) | Additions (Number) | Deletions (Number) |
| | | | |
| | | | |
| Narrative Explanation of Staffing Impacts (If Required): | | | |
| none | | | |
| Attachments: | | | |
| proclamation | | | |
| Related Items “On File” with the Clerk of the Board: | | | |
| n/a | | | |



County of Sonoma
State of California

Date: April 23, 2013

Item Number: _____

Resolution Number: _____

4/5 Vote Required

**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California,
Proclaiming April 27, 2013 As Comcast Cares Day In The County Of Sonoma**

Whereas, Comcast remains an active, committed and engaged member of the Sonoma County community as demonstrated by 5 years of Comcast Cares service in local communities and well over, 2,000 total number of hours volunteer; and

Whereas, Comcast supports the core American value of volunteerism through partnerships, grants and volunteer activities that empowers individuals and organized communities; and

Whereas, Comcast Cares Day is a signature celebration of service and has become the nation's largest single-day corporate volunteer effort that brings employees, families, friends, and community partners together for a common purpose and mission; and

Whereas, Comcast Cares Day promotes a spirit of corporate responsibility thanks to the hard work, dedication and service of over 100 Comcast volunteers in the Santa Rosa community; and

Whereas, Cook Middle School in Santa Rosa, California has been selected as the regional project site for Comcast Cares 2013.

Now, Therefore, Be It Resolved that the Board of Supervisors of the County of Sonoma hereby proclaims April 27, 2013 as Comcast Cares Day in the County of Sonoma and thanks Comcast for its contributions to Cook Middle School.

Supervisors:

Gorin:

Zane:

McGuire:

Carrillo:

Rabbitt:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.



County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 9
(This Section for use by Clerk of the Board Only.)

To: Board of Commissioners

Board Agenda Date: April 23, 2013

Vote Requirement: Majority

Department or Agency Name(s): Community Development Commission

Staff Name and Phone Number:

Mark Krug, 565-7509

Supervisorial District(s):

All

Title: Agreement for Auditing Services

Recommended Actions:

Approve and authorize the Executive Director of the Sonoma County Community Development Commission to execute a professional services agreement for auditing services with Smith, Marion & Company for \$34,750 for April 24, 2013 to November 30, 2013, to execute subsequent amendments to the Agreement which do not increase the amount to be paid for the FY 2012-13 audit by more than ten percent (10%) and to execute addenda to the agreement to extend the term for two additional one-year periods upon satisfactory fulfillment of its obligation under the original Agreement.

Executive Summary:

This agenda item is a request of the Board to authorize execution of a Professional Services Agreement for independent financial auditor services for the Sonoma County Community Development Commission (CDC) for FY 2012-13, with two possible one-year extensions for FY 13-14 and FY 14-15.

As required by federal regulations contained in OMB Circular A-133, which require the CDC to obtain an independent, single audit due to its expenditure of more than \$500,000 in federal funds annually, the CDC utilizes the services of an independent firm of certified public accountants to audit its financial statements each fiscal year. Pursuant to the CDC's Procurement Policy, adopted by the Board of Commissioners to comply with federal requirements established at 24 CFR 85.36, the CDC issues a Request for Proposals (RFP) to obtain audit services. Typically, the audit services RFP is issued every three years. Standard accounting principles support this bidding pattern. The RFP is not issued to the County Auditor-Controller-Treasurer-Tax Collector (ACTTC) due to the fact that the CDC's governing body is the Board of Supervisors acting in their capacity as the CDC's Board of Commissioners, and the County ACTTC's office is therefore not considered to have an "arms-length" independent relationship with the CDC.

CDC staff assessed the agency's audit needs and developed criteria in accordance with OMB A-133 on which to evaluate audit firm proposals. An RFP was issued in February and ten firms responded by the

March 22 deadline, providing quotes for services for FY 2012-13, as follows:

| Respondent | Dollar Amt. | Ave. Score | Rank |
|---------------------------------|--------------------|------------------------------|-------------|
| Smith, Marion & Co | \$34,750 | 79.8 | 1 |
| Patel & Associates | \$29,600 | 79.0 | 2 |
| Bur, Pilger, Mayer, Inc. | \$29,350 | 69.5 | 3 |
| Pun & McGeady, LLP | \$38,000 | 48.0 | 4 |
| Donald R. Reynolds, CPA | \$22,000 | 47.0 | 5 |
| Robertson & Associates, CPA's | \$33,290 | 37.8 | 6 |
| R.J. Ricciardi, Inc | \$17,400 | 34.8 | 7 |
| Vicenti, Lloyd & Stutzman, LLP | \$41,925 | 34.5 | 8 |
| Vavrinek, Trine, Day & Co., LLP | \$56,000 | Too expensive, did not score | |
| Wallace Rowe & Associates | \$61,200 | Too expensive, did not score | |

An interdepartmental review panel consisting of Donna Dunk, Assistant Auditor-Controller; Gail Goring, Administrative Services Director, Human Services; Spencer Bader, Administrative Services Manager, Water Agency; and Dawn Chandler, Accountant III, CDC, reviewed the proposals using the pre-established criteria. The two proposals that were over \$50,000 were not considered, as the quotes are well above the CDC's budget for these services and significantly higher than historical costs. The panel scored the remaining eight proposals, with quotes ranging from \$17,400 to \$41,925, and the Smith, Marion & Company proposal achieved the highest score. This firm has extensive experience in auditing Housing Authorities and demonstrated experience with various federal funding streams that are used by the CDC. Their proposal also, uniquely, spoke to the issue of financial reporting for the CDC as a component unit of local government. The firm provided six Housing Authorities as references and staff from these Housing Authorities had unqualified high praise for the firm.

An Agreement (on file with Clerk of the Board) has been written to obtain auditing services from Smith, Marion and Company for one year, with the option of extending the Agreement for up to two one-year periods. The Agreement is for an initial term of April 24, 2013 to November 30, 2013 in the amount of \$34,750.

Prior Board Actions:

8/9/2011: Board authorized auditing agreement with Wallace Rowe & Associates.
 7/8/2008: Board authorized auditing agreement with Wallace Rowe & Associates.

Strategic Plan Alignment Goal 2: Economic and Environmental Stewardship

Contracting with Smith, Marion and Company would contribute toward the County's strategic goal of Economic and Environmental Stewardship by employing outside audit services to ensure that the CDC is minimizing risk and protecting its economic resources.

Fiscal Summary - FY 12-13

| 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):

Funds for the CDC's annual audit are included in the approved budget for each fiscal year. These services would be provided partially in Fiscal Year 2012/2013 but mostly in Fiscal Year 2013/2014. Costs would be paid in Fiscal Year 2013/2014. The draft 2013/2014 CDC budget contains a line-item for these costs at \$40,000.

Staffing Impacts

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

Narrative Explanation of Staffing Impacts (If Required):

Attachments:

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

Agreement for Professional Services



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 and Board of Commissioners

Board Agenda Date: April 23, 2013

Vote Requirement: Majority

Department or Agency Name(s): Community Development Commission

Staff Name and Phone Number:

Mark Krug, 565-7509

Supervisorial District(s):

District Three

Title: Amendment to Russell Avenue Homeless Facility Agreement

Recommended Actions:

Approve and authorize the Executive Director of the Sonoma County Community Development Commission to execute on behalf of the County of Sonoma the Seventeenth Amendment to the Agreement for Operation of the Russell Avenue Shelter with Catholic Charities of the Diocese of Santa Rosa, Inc. extending the term of the Agreement to June 30, 2013 and modifying the scope of work; and to make minor, non-substantive changes to the Agreement, that do not further change the modified total amount or term of the Agreement, following review and approval of County Counsel as to form.

Executive Summary:

This agenda item is a request of the Board to authorize execution of the Seventeenth Amendment to the Agreement between Catholic Charities and the Sonoma County Community Development Commission (CDC) for the operation of the Russell Avenue homeless facility. If granted, this Amendment would allow for a 4-month extension and a slight expansion of the scope of services, but no change in the dollar amount of the Agreement.

On February 5, 2002, the Board of Supervisors and the CDC Board of Commissioners (collectively, the Board) approved the Request for Qualifications (RFQ) for an operator of the County-owned Russell Avenue homeless shelter. Three nonprofit agencies submitted timely RFQ responses. After conducting interviews, CDC, County Administrator's Office, and General Services Department staff recommended Catholic Charities for shelter operator and the Board formally selected Catholic Charities as operator on August 5, 2003.

Since 2003 through FY 2010-11, the County provided \$250,000 annually from the General Fund through the CDC to Catholic Charities for operating the Russell Shelter. Due to reductions in the County General Fund, funding was reduced to \$87,000 for FY 2011-12. At the same time, in response to the needs expressed by Catholic Charities and homeless service providers and to manage the deep operational funding reduction, the scope of work was amended to change the use of the facility from emergency shelter for families to transitional housing for families.

More recently, the CDC had discussions with the Human Services Department's (HSD) Family, Youth and Children's Division staff regarding a possible conversion of the facility to serve homeless youth, a vulnerable and difficult to serve population. On April 12, 2012, in light of the decision to re-purpose the facility in this way and in

anticipation of a Spring 2013 start date for the new use, your Board authorized extension of the Catholic Charities contract only through February 28, 2013, with a reduced amount of \$58,000 in General Funds provided for operations. The re-purposing of the facility is now underway and HSD staff is currently reviewing responses to a recent Request for Proposals with the goal of selecting a youth services operator that can begin program operations on or about July 1, 2013.

Catholic Charities has approximately \$27,500 in unspent funds as of the February 2013 Agreement termination date. Because it is now evident that the new use of the facility by HSD will not be in place before July 1, 2013, the agency has requested an extension of the contract period and authorization to expend those remaining funds on new facility furnishings to benefit the incoming homeless youth, as well for funds for transition services to the Catholic Charities residents being displaced by the facility re-purposing. Catholic Charities initiated this request before the February 28th termination date, but the dialogue with CDC staff and the assembly of documents carried on after the termination date. Staff in the Family, Youth and Children’s Services Division of the Human Services Department are aware and supportive of the proposed amendment. CDC staff supports and requests approval of a term extension through June 30, 2013 and a modification of the existing scope of work to authorize up to \$19,700 in available contract funds for furnishings (\$7,500), case management and other services to displaced clients (\$10,200) and supporting operational costs (\$2,000).

Prior Board Actions:

04/12/12: Board and Commission authorize extending the term of agreement to February 28, 2013.
04/26/11: Board and Commission authorize extending the term of agreement to June 30, 2012, decrease funding to \$87,000 for Fiscal Year 2011-2012, and change from emergency shelter to transitional housing.
08/10/04, 07/25/06, 06/17/08, and 06/01/10: Board and Commission authorize C.D.C. to extend the term of the Agreement pending determination of satisfactory performance (Funding constant at \$250,000/annum).
08/05/03: Board and Commission authorize C.D.C. Executive Director to execute an Agreement with Catholic Charities to operate Russell Avenue Shelter for an amount not to exceed \$250,000 for F.Y. 03-04.

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

The Russell Avenue homeless facility provides safe, decent and affordable housing, with support services, for vulnerable homeless and at-risk persons.

Fiscal Summary - FY 12-13

| Expenditures | | Funding Source(s) | |
|---------------------------|------------------|----------------------|------------------|
| Budgeted Amount | \$ 58,000 | County General Fund | \$ 50,200 |
| Add Appropriations Req'd. | \$ | State/Federal | \$ |
| | \$ | Fees/Other | \$ |
| | \$ | Use of Fund Balance | \$ |
| | \$ | Contingencies | \$ |
| | \$ | | \$ |
| Total Expenditure | \$ 50,200 | Total Sources | \$ 50,200 |

Narrative Explanation of Fiscal Impacts (If Required):

If approved, approximately \$7,800 in appropriated FY 2012-13 County General Funds would be unspent and available for future year use.

Staffing Impacts

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

Narrative Explanation of Staffing Impacts (If Required):

Attachments:

1. Amendment No. 17 to the Agreement for Operation of Russell Avenue Shelter

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

**SEVENTEENTH AMENDMENT TO AGREEMENT BETWEEN
THE COUNTY OF SONOMA
AND
CATHOLIC CHARITIES OF THE DIOCESE OF SANTA ROSA, INC.**

WHEREAS, the County of Sonoma, hereinafter referred to as "COUNTY," and Catholic Charities of the Diocese of Santa Rosa, Inc., hereinafter referred to as "CONTRACTOR," have previously entered into that certain Agreement for Operation of Russell Avenue Shelter, dated December 1, 2003, and subsequently amended on sixteen occasions;

WHEREAS, the parties mutually desire to amend said Agreement to make the following changes:

- Revise the Term of the Agreement and Expand the Scope of Work

NOW, THEREFORE, BE IT RESOLVED that COUNTY and CONTRACTOR, in consideration of their mutual promises herein contained, do agree and covenant to amend that certain Agreement by and between them as follows:

Term of Agreement

Paragraph 3 of the Agreement is amended to change the Expiration Date from February 28, 2013 to June 30, 2013.

Exhibit A: Scope of Work

Append to the Existing Exhibit A, Scope of the Work, the attached: Scope of Work Appendix

Except as expressly amended herein, the terms and conditions of the Agreement remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to Agreement as of _____, 2013.

Contractor: Catholic Charities of the Diocese of Santa Rosa,
Inc., a nonprofit corporation

By: Chuck Fernandez
Chuck Fernandez, Executive Director

County: County of Sonoma, a political subdivision of the
State of California

By: _____
Kathleen H. Kane, Executive Director
Sonoma County Community Development Commission

Approved As To Form For County:

Steve Shupe, Deputy County Counsel

**SEVENTEENTH AMENDMENT TO AGREEMENT BETWEEN
THE COUNTY OF SONOMA
AND
CATHOLIC CHARITIES OF THE DIOCESE OF SANTA ROSA, INC.**

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Term of Agreement

Paragraph 3 of the Agreement is amended to change the Expiration Date from February 28, 2013 to June 30, 2013.

Exhibit A: Scope of Work

Append to the Existing Exhibit A, Scope of the Work, the attached: Scope of Work Appendix

Except as expressly amended herein, the terms and conditions of the Agreement remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to Agreement as of _____, 2013.

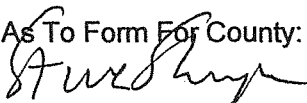
Contractor: Catholic Charities of the Diocese of Santa Rosa,
Inc., a nonprofit corporation

By: _____
Chuck Fernandez, Executive Director

County: County of Sonoma, a political subdivision of the
State of California

By: _____
Kathleen H. Kane, Executive Director
Sonoma County Community Development Commission

Approved As To Form For County:



Steve Shupe, Deputy County Counsel

Scope of Work Appendix

SEVENTEENTH AMENDMENT TO
AGREEMENT FOR OPERATION OF RUSSELL AVENUE SHELTER

Sonoma County Community Development Commission ("County")
and
Catholic Charities of the Diocese of Santa Rosa, Inc. ("Contractor")

The existing Scope of Work is expanded to include these additional tasks and activities:

| | Estimated Cost (1) |
|---|-----------------------|
| Furnishings (bedroom, common living area, and dining room furniture) | \$ 7,500 |
| Case Management, Parenting Education, and Coach 2 Career services for displaced Russell Avenue facility residents (20 hours per week x 24 weeks x average hourly staff cost including salary and benefits of \$30/hour) | \$ 10,200 |
| Program support (administrative assistant, maintenance worker to complete installation of new furnishings) | \$ 2,000 |
| TOTAL | \$ 19,700 |

All costs associated with the Seventeenth Amendment and this Scope of Work Appendix are included in the Agreement and the above figures provided for information only. This Amendment does not alter the dollar amount of the Agreement which remains at \$58,000 for FY 2012-13.



County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 11
(This Section for use by Clerk of the Board Only.)

To: Board of Directors, Sonoma County Water Agency

Board Agenda Date: April 23, 2013

Vote Requirement: Majority

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

Staff Name and Phone Number:

Erik Brown 521-1892

Supervisorial District(s):

Fifth

Title: Forestville Water District Wastewater Facilities As-Needed Maintenance Services

Recommended Actions:

Authorize Chair to execute an agreement between Sonoma County Water Agency and Forestville Water District. Water Agency to provide as needed maintenance to the wastewater collection and treatment facilities for five years at cost.

Executive Summary:

This item recommends the execution of an agreement between the Sonoma County Water Agency and the Forestville Water District for the Water Agency to provide as-needed maintenance services for five years at cost.

History Of Item/Background

On July 1, 2004, Forestville County Sanitation District (former district) was dissolved under a local government reorganization to allow the transfer of ownership and management responsibility from the former District and Sonoma County Water Agency (Water Agency) to Forestville Water District (Forestville District).

In preparation of the transfer, on June 29, 2004, the Forestville District entered into an agreement entitled "Agreement for Transfer of Assets and Liabilities of Forestville County Sanitation District and Operational Assistance During Transition." The purpose of the agreement was to allow the Water Agency to provide as-needed operational support services during the transition period and memorialize the transfer of assets and liabilities of the Forestville County Sanitation District to the Forestville District. The agreement terminated on January 1, 2006.

Upon termination of the agreement to provide as-needed operational services during the transition, the Forestville District requested continued assistance. The Forestville District had not yet developed the capacity to operate the sanitation enterprise's wastewater treatment facility or maintain the collection system. The Water Agency has entered into subsequent Agreements and extensions with the Forestville

District since 2006 to continue to provide as need services for the maintenance of the wastewater collection and treatment facilities; the most recent Agreement having expired on June 30, 2012.

The Forestville District has requested that the Water Agency continue to provide as-needed maintenance services for their wastewater collection system and treatment facilities. The Forestville District has explored options for as-needed services, including employing a private contractor and has concluded that, because of the Water Agency's history and knowledge of the system, along with the proximity to the Russian River County Sanitation District, that it would be more efficient and cost effective for the Water Agency to provide these services.

The Water Agency will benefit from this Agreement for Forestville Water District Wastewater Facilities As-Needed Maintenance Services (Agreement), as the additional revenue from providing these services will help fund extra help personnel employed for peak seasonal activities. The Forestville District will benefit from the flexibility and cost savings realized by having the Water Agency perform the proposed maintenance activities. The Water Agency will be fully reimbursed for all work performed under this Agreement on behalf of the Forestville District.

Services To Be Performed

Under the proposed Agreement, the Water Agency will provide maintenance services for the Forestville District's wastewater collection facilities. The maintenance activities will consist of cleaning the system's known hot spots quarterly and perform cleaning at a rate resulting in the cleaning of the entire collection system every 3 years; clearing dry weather stoppages in the collection system when requested by the Forestville District, performing investigative services such as videoing the sewer to identify inflow and infiltration, and lift station cleaning. Additionally, the Water Agency will provide wastewater treatment plant and lift station maintenance, provide commercial and industrial waste services, and sewer mapping services when requested by the Forestville District. The full scope of services are outlined in the Agreement which is on file with the Clerk.

Prior Board Actions:

- 08-08-08: Agreement for Forestville Water District Wastewater Treatment Facility Operations and Maintenance.
- 02-02-06: Agreement for Forestville Water District Wastewater Treatment Facility Operation and Maintenance Services.
- 06-29-04: Agreement for Transfer of Assets and Liabilities of Forestville County Sanitation District and Operational Assistance During Transition.

Strategic Plan Alignment Goal 2: Economic and Environmental Stewardship

The proposed Agreement is a good fit with the County's Strategic Goal 2 and the Water Agency's Strategic Organizational Goal 2. The Water Agency will benefit from this Agreement, as the additional revenue from providing these services will help fund extra help personnel employed for peak seasonal activities. The Forestville Water District will benefit from the flexibility and cost savings realized by having the Water Agency perform the proposed maintenance activities. This demonstrates good economic stewardship and increased organizational efficiency.

Fiscal Summary - FY 12-13

| Expenditures | | Funding Source(s) | |
|---------------------------|-------------|--------------------------|-------------|
| Budgeted Amount | \$ 0 | Water Agency Gen Fund | \$ 0 |
| Add Appropriations Req'd. | \$ 0 | State/Federal | \$ |
| | \$ | Fees/Other | \$ 0 |
| | \$ | Use of Fund Balance | \$ 0 |
| | \$ | Contingencies | \$ |
| | \$ | | \$ |
| Total Expenditure | \$ 0 | Total Sources | \$ 0 |

Narrative Explanation of Fiscal Impacts (If Required):

Full cost recovery for staff and materials is expected from the Forestville Water District. The cost covering revenue resulting from this Agreement will vary from year to year, the average being approximately \$65,000/year. Under the previous agreement, FY 11/12 revenues were \$62,000.

Staffing Impacts

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

Narrative Explanation of Staffing Impacts (If Required):

Full cost recovery for staff and materials is expected from the Forestville Water District. The revenue received for these services will help fund extra help personnel employed for peak seasonal activities. Providing these services will not adversely impact the staff available for current maintenance commitments.

Attachments:

NA

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

Agreement (4 Copies)



County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 12

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

To: Board of Directors, Sonoma County Water Agency

Board Agenda Date: April 23, 2013

Vote Requirement: Majority

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

Staff Name and Phone Number:

Eric Wilhelm / 524-1172

Supervisory District(s):

All Districts

Title: Supervisory Control and Data Acquisition Master Plan

Recommended Actions:

Authorize Chair to execute an agreement with Westin Engineering to provide consulting services for development of the Supervisory Control and Data Acquisition Master Plan. (\$250,000; agreement terminates May 1, 2014).

Executive Summary:

This agreement recommends approval of a contract with Westin Engineering for consulting services related to the development of the Supervisory and Data Acquisition (SCADA) Master Plan.

HISTORY OF ITEM/BACKGROUND

In 1982, a Supervisory Control and Data Acquisition system (System) was installed to monitor the water transmission system. The System allows the Sonoma County Water Agency (Water Agency) to monitor and control remote sites from one central location 24 hours a day. Operators are able to make vital water distribution and water quality decisions based on real-time data from the System.

Due to lack of technical support of the original system (Basic In Flow 3800), and the need for a Y2K compliant system, the Water Agency replaced Basic In Flow 3800S with LOOKOUT, a non-proprietary system. The installation and programming of LOOKOUT, which occurred in early 1999, was primarily performed by Water Agency staff; Water Agency staff also maintained and operated the system exclusively.

The Water Agency recognizes that it is necessary to replace the existing System platform to keep up with changing technology, to further enhance capabilities and to align System technology and governance with business objectives. Additionally, the Water Agency intends to develop in-depth defense strategies; to implement security policies; to restrict access to resources and services; to detect malicious activity; to mitigate the impact of potential attacks; and to identify and remedy core problems. The Water Agency requires the assistance of a qualified consultant to prepare a Master Plan which encompasses these major objectives.

SELECTION PROCESS

On August 24, 2012, the Water Agency issued a Request for Qualifications. The solicitation was sent to the four firms listed below:

1. PACE Engineering, Inc (Redding, CA)

2. Timberline Engineering Inc., (Albuquerque, NM)
3. Westin Engineering (Rancho Cordova, CA)
4. CH2M Hill (Vallejo, CA)

Three firms provided a response before the due date. One of the three was unable to accept new work and did not submit their qualifications for consideration. The firms listed below were found to be qualified for the System upgrades and other related projects:

1. Westin Engineering of Rancho Cordova, CA
2. CH2M Hill of Vallejo, CA

Water Agency staff used the following criteria to evaluate each firm: experience as specified in the solicitation; professional qualifications; availability; responsiveness to the work requirements; and demonstrated ability to perform the work in accordance with good practices common to the industry. The Water Agency contacted individual firms from the above list as needed to determine availability and potential conflict of interest with projects that the firm is undertaking, and to prepare a cost proposal to perform the work for the project. Westin Engineering was selected for the Master Plan agreement based on their years of water and wastewater related experience, their staff's professional qualifications, and System Master Planning being a core competency.

SERVICES TO BE PERFORMED

Under the proposed Agreement, the Consultant will develop a Master Plan for all water production facilities, wastewater treatment facilities, booster stations, elevated towers and the radio communication system. Consultant will also complete an assessment and evaluation, and provide recommendations for enhancements and upgrades/replacement/integration of the existing systems. The recommendations will provide cost estimates for all hardware, software, and development. The agreement cost is \$250,000 and the agreement will terminate on May 1, 2014.

Prior Board Actions:

None.

Strategic Plan Alignment Goal 3: Invest in the Future

This project supports Goal 3 because the primary goal is to develop a Supervisory Control and Data Acquisition road map and sustainable platform to support the future operations and business needs of the Agency. The long-term vision is to build an enterprise-wide, uniform, and reliable system that provides the level of automation and information necessary to optimize operations and serve business users.

Water Agency Organizational Goals and Strategies, Goal 1: Increase organizational efficiency, effectiveness, and resilience to natural disasters.

Fiscal Summary - FY 12-13

| Expenditures | | Funding Source(s) | |
|---------------------------|-------------------|--------------------------|-------------------|
| Budgeted Amount | \$ 250,000 | Water Agency Gen Fund | \$ 250,000 |
| Add Appropriations Req'd. | \$ -0- | State/Federal | \$ -0- |
| | \$ | Fees/Other | \$ -0- |
| | \$ | Use of Fund Balance | \$ -0- |
| | \$ | Contingencies | \$ -0- |
| | \$ | | \$ |
| Total Expenditure | \$ 250,000 | Total Sources | \$ 250,000 |

Narrative Explanation of Fiscal Impacts (If Required):

Fiscal Year 2012/2013 appropriation of \$250,000 is from the Water Agency's general fund. No additional appropriation is required.

Staffing Impacts

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

Narrative Explanation of Staffing Impacts (If Required):

None.

Attachments:

None.

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

Agreement (4 Copies)



County of Sonoma Agenda Item Summary Report

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

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

To: Board of Directors, Sonoma County Water Agency

Board Agenda Date: April 23, 2013

Vote Requirement: Majority

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

Staff Name and Phone Number:

Nathan Baskett / 547-1983

Supervisorial District(s):

Fourth District

Title: Weather Station License Agreement

Recommended Actions:

Ratify the General Manager's execution of a license agreement with the National Oceanic and Atmospheric Administration for the purpose of installing, maintaining, and operating meteorological equipment on Sonoma County Water Agency property; and authorize the General Manager to execute similar license agreements if additional sites are identified.

Executive Summary:

This item requests the Board ratify a license agreement executed by the General Manager to allow the Oceanic and Atmospheric Administration to install, maintain, and operate meteorological equipment on Sonoma County Water Agency property.

HISTORY OF ITEM/BACKGROUND

On January 10, 2012, this Board authorized the Sonoma County Water Agency's General Manager to enter into a Memorandum of Understanding with National Oceanic and Atmospheric Administration to conduct a proof-of-concept demonstration to improve quantitative precipitation and frost information in Sonoma County (Project).

A primary focus of the Project is to use new technology to improve high resolution frost forecast to better manage flows in the Russian River and its tributaries. Improved monitoring and prediction of frost conditions will help the agricultural community and the Sonoma County Water Agency (Water Agency) better determine the need for crop protection and help manage water resources more effectively.

In order to improve frost forecasting in Sonoma County, part of the Project includes the installation by National Oceanic and Atmospheric Administration of new meteorological equipment locally to assist in the development of a downscaled gridded temperature forecast to cover all of Sonoma County. The Scope of Work attached to the Memorandum of Understanding detailed the installation of new

meteorological equipment, but neither it nor the Memorandum of Understanding described any administrative paperwork such as this License Agreement that would be required to perform the tasks in the Scope of Work.

SERVICES PERFORMED

National Oceanic and Atmospheric Administration scientists and Water Agency staff identified an area at the Water Agency's Geyserville Treatment Plant, located at 155 Hamilton Lane, Geyserville, CA, suitable for installing and operating meteorological equipment.

A License Agreement between National Oceanic and Atmospheric Administration and the Water Agency is required to allow National Oceanic and Atmospheric Administration to access and use the real property owned by the Water Agency for the purpose of installing, operating and maintaining an observation platform consisting of a sound detection and ranging equipment and a 6' x 10' equipment trailer. National Oceanic and Atmospheric Administration requires a total of 150 square feet of outside space for the equipment. The License Agreement, written by National Oceanic and Atmospheric Administration, was executed on January 23, 2013 by a representative of National Oceanic and Atmospheric Administration and the Water Agency's General Manager. The General Manager executed the agreement at that time because National Oceanic and Atmospheric Administration wished to install the equipment as early in the frost season as possible. By executing the License Agreement, National Oceanic and Atmospheric Administration was able to install the equipment on February 6, 2013 and has already been collecting data to assist with management of the frost season.

Water Agency staff anticipate that additional Water Agency sites may be identified for the installation of new meteorological equipment that would assist the Water Agency and National Oceanic and Atmospheric Administration carry out the Project and request authority for the General Manager to execute any necessary license agreements, in a form approved by County Counsel, if needed.

Prior Board Actions:

04/10/2012 This Board ratified the Water Agency's General Manager's execution of a license agreement with National Oceanic and Atmospheric Administration for the purpose of installing, maintaining, and operating meteorological equipment on Sonoma County Water Agency property located at the Airport Wastewater Treatment Plant; 01/10/2012 This Board authorized the Water Agency's General Manager to enter into a Memorandum of Understanding with National Oceanic and Atmospheric Administration to conduct a proof-of-concept demonstration to improve quantitative precipitation and frost information in Sonoma County.

Strategic Plan Alignment Goal 2: Economic and Environmental Stewardship

County Goal 2: Economic and Environmental Stewardship - Improving the understanding of frost events will allow the agricultural community and the Water Agency to better determine the need for crop protection and help manage water resources more effectively.
Water Agency Water Supply Goals and Strategies, Goal 4: Maintain stable water supply revenue source and improve operational efficiencies - Improving the understanding of frost events will allow the agricultural community and the Water Agency to better determine the need for crop protection and help manage water resources more effectively.

Fiscal Summary - FY 12-13

| 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):

There are no costs associated with this administrative agreement.

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:

License Agreement (A1)

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

N/A

**LICENSE AGREEMENT # 13WBR0003N
BETWEEN THE
NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION
OFFICE OF AMOSPHERIC RESEARCH
AND
THE SONOMA COUNTY WATER AGENCY**

This License Agreement is entered into by the Department of Commerce, National Oceanic and Atmospheric Administration (NOAA), Office of Atmospheric Research (OAR) (LICENSEE), and The Sonoma County Water Agency (LICENSOR) under the Authority of 40 U.S.C. 585. The purpose of this Agreement is to allow LICENSEE to have the right of access to and use of certain real property owned by the LICENSOR, for the purpose of installing, operating and maintaining an observing platform consisting of a Sodar and a 6' x 10' equipment trailer. NOAA will need a total of 150 square feet of outside space for the equipment. The property affected is the Sonoma County Water Agency Geyserville Treatment Plant at 155 Hamilton Lane in Geyserville, CA (referred to below as "the premises") at latitude 38° 42' 13.63" and longitude 122° 53' 42.18".

By their signatures below, the authorized representatives of LICENSEE and the LICENSOR agree to the following terms and conditions:

1. Employees of and contractors for Licensee, including but not limited to NOAA contractors and their subcontractors, shall have the right of access to and use of the premises, without cost, and with the understanding that access to the premises will be required periodically by maintenance personnel, and occasionally by a survey team.
2. By virtue of the right of access to and use of the premises, LICENSEE shall be entitled to install, operate, and maintain the Sodar (in a mutually agreeable location), and utility and telecommunication lines from the premises. Utilities and telecommunications will be paid for by the LICENSEE through separate contracts.
3. This Agreement shall not be construed to require the LICENSOR to furnish to LICENSEE any more than access to and use of the premises.
4. Upon termination of this Agreement, LICENSEE shall remove any instruments or hardware it has placed on the premises, and restore the premises to the condition in which they existed before LICENSEE first occupied them, reasonable wear and tear and "acts of God" excepted; provided further that the LICENSOR may require after termination of this Agreement that LICENSEE remove any or all of the improvements LICENSEE has constructed on the premises. Any costs for removal and restoration pursuant to this paragraph shall be borne by LICENSEE.
5. NOAA agrees to promptly consider and adjudicate any and all claims which may arise

OAR License Agreement November 12, 2007 Version 1

out of use of the LICENSOR'S premises by NOAA or duly authorized representatives or contractors of NOAA and to pay for any damage or injury as may be required by Federal law. Such adjudication will be pursued under the Federal Tort Claims Act, 28 U.S.C. 2671 *et seq.* or other such legal authority as may be pertinent. NOAA also agrees to consider and adjudicate any claims for damage or injury sustained by NOAA personnel in the performance of their official duties while on the LICENSOR'S premises. Such adjudication will be made pursuant to the Federal Employees' Compensation Act, 5 U.S.C. 8101 *et seq.*, or other such legal authority as may be pertinent. NOAA shall cause its contractors to maintain, during the performance of any work under the terms of this Agreement, insurances with limits of liability not less than those stated in the Federal Acquisition Regulation (FAR) 28.307-2.

6. LICENSEE agrees not to sell, convey, transfer mortgage, pledge, assign, or otherwise encumber this Agreement, in whole or in part, nor any of LICENSEE's rights, interests, or privileges, hereunder, without providing written notice to the LICENSOR.

7. Use of the premises by LICENSEE shall not be in support of any policy which discriminates against any person on the basis of race, sex, religion, or national origin.

8. This Agreement shall take effect upon signature by both parties, and shall remain in effect for a period of 5 months from the date of the last signature, provided that the parties may terminate the Agreement either by mutual written agreement or upon sixty days' written notice by either party to the other. *(Note: Delegated Authority limited to 5 years per agreement)*

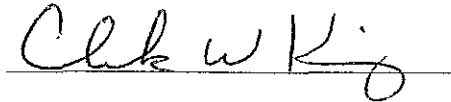
9. The Points of Contact (POC) for this Agreement are:

- A. Name of LICENSEE POC: Dr. Clark King
 Address: NOAA/OAR/PSD
 325 Broadway, R/PSD
 Boulder CO 80305-3337
 Telephone Number: 303-497-6381
 E-mail: clark.w.king@noaa.gov
- B. Name of NOAA Real Property POC: Debbie Putney
 Address: NOAA/OCAO/RPMD
 325 Broadway, MC43
 Boulder CO 80305-3337
 Telephone Number: 303-497-3202
 E-mail: debbie.a.putney@noaa.gov

OAR License Agreement November 12, 2007 Version 1

C. Name of LICENSOR POC: Nathan Baskett
 Address: Sonoma County Water Agency
 404 Aviation Blvd.
 Santa Rosa, CA 95403
 Telephone Number: 707-547-1983
 E-mail: Nathan.Baskett@scwa.ca.gov

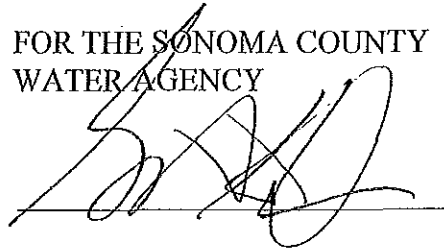
FOR THE NATIONAL OCEANIC &
ATMOSPHERIC ADMINISTRATION



Clark W. King
Office of Atmospheric Research
Earth System Research Laboratory
Physical Sciences Division

1/23/13
Date

FOR THE SONOMA COUNTY
WATER AGENCY



Grant Davis
General Manager
Sonoma County Water Agency

1-16-13
Date



County of Sonoma Agenda Item Summary Report

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

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

To: Board of Directors, Sonoma County Water Agency

Board Agenda Date: April 23, 2013

Vote Requirement: Majority

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

Staff Name and Phone Number:

Amy Bolten 547-1981

Supervisorial District(s):

All

Title: Funding for North Bay Innovation Hub

Recommended Actions:

Authorize Chair to execute a Funding Agreement with North Bay Innovation Hub for the amount of \$22,500; agreement terminates on April 30, 2014, in support of growth and development of iHub.

Executive Summary:

This item requests approval of a funding agreement with the North Bay Innovation Hub (\$22,500 through April 30, 2014) in support of growth and development of iHub..

History of Item/Background

The North Bay Innovation Hub (iHub) is a regional economic development collaborative specializing in sustainable resources and socially relevant technologies which was formed under the State of California's Office of Business and Economic Development to modernize its approach to fostering innovation and entrepreneurship. The iHub is a 501(c)3 charitable organization and operates with support from Sonoma State University and the local business community.

North Bay iHub functions as a business incubator. Its objective is to assist technology entrepreneurs and start-up companies in achieving success by providing an affordable physical infrastructure, an intellectual and entrepreneurial environment, a supportive service network and one-on-one mentoring. The iHub's mission is to advance the sciences of sustainability and ecological-friendliness, create jobs, stimulate local economic development, and enhance learning opportunities at local colleges and universities. By providing both the location for young companies and the support services they need, North Bay iHub expects to:

1. Generate value-added jobs for the local region through commercialization of sustainable and socially-relevant technologies.
2. Stimulate regional economic development through entrepreneurship and enterprise development.

3. Reinvigorate Sonoma County's technology industry making it a recognized center for sustainable resources and socially-relevant technologies.
4. Provide infrastructure, training, management assistance, financial resources, and support networks that enable new and emerging companies to succeed and prosper.

Services To Be Performed/Agreement Objectives

Under the proposed Funding Agreement for North Bay Innovation Hub (Agreement), the Sonoma County Water Agency (Water Agency) will provide funding to the iHub in the amount of \$22,500 for the 2012/2013 fiscal year. This funding will be used to attract and leverage additional funding and sponsorships, provide outreach to potential sponsors and support iHub day-to-day operations.

Under the Agreement, iHub will allow Water Agency use of its facilities, providing a location for meetings closer to the southern portion of the County for outside meetings or collaborative efforts with people and groups located in southern Sonoma County or Marin. The Water Agency anticipates allowing its Sonoma State University interns to work at iHub, as needed, closer to campus.

By supporting iHub, the Water Agency will help foster an environment to grow innovative technologies in alignment with Water Agency core functions. The Water Agency's General Manager has joined the Board of iHub and will help to guide the organization as it moves forward in a direction beneficial to the Water Agency and the County.

A number of current and former iHub companies are working on products and services that can advance Water Agency programs and policies. Some examples are:

1. Water Industry: Azonde Corp. has developed ruggedized wireless water monitoring equipment. These units monitor water systems in remote locations, and stream data wirelessly to the web. The units have a solar module to allow deployment in remote areas where power is not available. The units may provide savings over current monitoring systems.
2. Energy Efficiency: AspenAir has developed an efficient air filter system for residential and commercial buildings. This powered filter consumes only 1 Watt, using up to 30% less electricity, and improving air cleaning over currently deployed filter systems.
3. Alternate Energy/Biofuel. Bm2Be is working to use invasive aquatic species (e.g. Ludwigia) as the feedstock for creating methane by biodigestion. This approach could provide for clean green energy, abundant feedstock, and improvement in ecosystems affected by invasive aquatic species.
4. Sustainability: Bamcore is developing a green building system comprising double wall construction of panels made from pressed bamboo. This system uses renewable material, can provide increased insulation (R values) compared with standard construction, has lower overall cost of construction and better structural strength and earthquake handling.
5. Green building, energy efficiency: Heatply has developed a modular radiant heating system that can provide greater efficiency due to closer tubing spacing and system design, light weight, easier deployment due to plywood construction, and elimination of cost and weight of concrete skim coating methods.

6. Green building, energy efficiency: Green Building Systems is developing SIPS panels made from compressed straw and waste stream rice hulls. These panels do not use adhesives, have increased R values, ease of construction, and are made from renewable materials.

An additional benefit of this Agreement is that it provides the Water Agency with sponsorship opportunities. The iHub hosts a series of events in which the Water Agency will be prominently featured through advertisements, marketing materials and table placements. These include a Business Essentials Series, the Innovation Showcase, business plan competition and the North Bay Investor Summit.

Prior Board Actions:

None

Strategic Plan Alignment Goal 3: Invest in the Future

The iHub is working to develop homegrown, local businesses, which are the economic engines of Sonoma County. Nurtured and raised in Sonoma County, businesses which flourish and excel at the iHub may remain in the region and provide sources of high wage employment and broaden the economic base.

Water Agency Goal 3:
Increase outreach to community and employees

Fiscal Summary - FY 12-13

| Expenditures | | Funding Source(s) | |
|---------------------------|------------------|-----------------------|------------------|
| Budgeted Amount | \$ 22,500 | Water Agency Gen Fund | \$ 22,500 |
| Add Appropriations Req'd. | \$ 0 | State/Federal | \$ |
| | \$ | Fees/Other | \$ |
| | \$ | Use of Fund Balance | \$ |
| | \$ | Contingencies | \$ |
| | \$ | | \$ |
| Total Expenditure | \$ 22,500 | Total Sources | \$ 22,500 |

Narrative Explanation of Fiscal Impacts (If Required):

Fiscal year 2012/2013 appropriation of \$22,500 is from the Water Agency general fund. No additional appropriation is required.

| Staffing Impacts | | | |
|---|---|------------------------------|------------------------------|
| Position Title (Payroll Classification) | Monthly Salary Range (A – I Step) | Additions (Number) | Deletions (Number) |
| | | | |
| | | | |
| Narrative Explanation of Staffing Impacts (If Required): | | | |
| N/A | | | |
| Attachments: | | | |
| None | | | |
| Related Items “On File” with the Clerk of the Board: | | | |
| Agreement (4 Copies) | | | |

JB\\FILESERVER\DATA\CL\AGENDA\AGREES\04-23 2013 WA NORTH BAY
IHUB_SUMM.DOCM

CF/0-0-21 NORTH BAY INNOVATION HUB (FUNDING AGREE FOR NORTH BAY
INNOVATION HUB) TW 12/13-137 (ID 4655)



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 Directors, Sonoma County Water Agency

Board Agenda Date: April 23, 2013

Vote Requirement: 4/5

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

Staff Name and Phone Number:

Kevin Campbell 547-1921

Supervisorial District(s):

Second

Title: Grant of Easement to City of Rohnert Park and AT&T

Recommended Actions:

Authorize the Chair to execute a Grant of Easement Agreement conveying property rights to the City of Rohnert Park and to AT&T in connection with the City of Rohnert Park's Wilfred Avenue Widening Project, \$18,000.

Executive Summary:

This item recommends authorization of a Grant of Easement by the Sonoma County Water Agency (Water Agency) to allow the City of Rohnert Park (City) to construct improvements over a portion of the Water Agency's Bellevue Wilfred Flood Control Channel and to modify/alter existing Water Agency improvements in connection with the City's Wilfred Avenue Widening Project. The Water Agency owns certain real property (APN 134-264-004, 134-267-004, and 134-267-006) within which the Water Agency maintains the Bellevue-Wilfred Flood Control Channel (Water Agency Property).

The City has requested that the Water Agency grant an easement to the City and an easement to AT&T for improvements related to the City's Wilfred Avenue Widening Project (Project). The Project will result in the widening and improvement of a portion of Wilfred Avenue between Redwood Drive and Stony Point Road. The Water Agency Property is located approximately 2,300 feet east of Stony Point Road on Wilfred Avenue. The Project includes the construction of a pedestrian/bicycle bridge over Bellevue-Wilfred Channel, reconfiguration of existing storm drain (culvert) discharge facilities in the flood control channel, the relocation of overhead communication lines, reconfiguration of the Water Agency's existing maintenance access roads, gates and fencing within the Water Agency Property.

The Water Agency currently uses the Water Agency Property for flood control maintenance purposes. The requested easements will allow the City and AT&T to construct and maintain their proposed improvements on the Water Agency Property.

The proposed easements will encumber approximately 18,337 square feet of the Water Agency

Property. Water Agency staff has determined that the easements would not interfere with the Water Agency's use of the property in any respect that have not been mitigated to the greatest degree possible during review of the Project by Water Agency staff.

The City filed a Notice of Exemption for the Wilfred Avenue Widening Project based upon Government Code Section 12012.56(b)(1)(C), which applies to the execution of Joint Exercise of Powers Agreement between the City, the County of Sonoma and the Federated Indians of Graton Rancheria, which includes the Wilfred Avenue Widening Project. The Water Agency has prepared a Notice of Exemption based upon the statutory exemption provided by Government Code Section 12012.56(b)(1)(C). The easement also has met all the requirements of Government Code, Section 65402, for General Plan consistency.

Water Agency staff appraised the value of the easements to the City and AT&T as nominal or transactional. Nominal or transactional value is defined as the cost of doing business in the granting of the rights required. Water Agency staff has estimated the cost to the Water Agency to execute the Grants of Easement at \$18,000. The City has agreed to pay, and deposit with the Water Agency funds in that amount, for reimbursement for the cost of Water Agency's staff time to review plans, environmental documents, legal descriptions/plats and other similar documents for the Project (and for Water Agency's Legal Counsel Review of same), for the preparation of agreements and agenda items for the Project, for the coordination with City's consultant for the Project, as well as any other similar staff cost necessary to facilitate approval of this Agreement by the Water Agency's Board.

The Water Agency's enabling legislation (Water Agency Act) requires that the Board grant the proposed easement to the City and AT&T at two separate meetings. Further, the Water Agency Act authorizes the Board upon a finding that the granting of the easements proposed by the City "will not adversely affect the Water Agency in any respect" and to convey easements to another public agency "with or without consideration." "The consideration for any such release or conveyance, the adequacy thereof, or whether such release or conveyance shall be made to a public agency without consideration, shall be determined by a four-fifths vote of the board at a meeting of the Board after the Board has considered such release or conveyance as a scheduled agenda item at not less than two of its regularly scheduled meetings."

Water Agency in consultation with County Counsel have reached agreement on the appropriate form of the conveyance instruments (Grant of Easement Agreements) with the City and AT&T. The easement agreement with the City contains an indemnity provision requiring the City to indemnify and defend the Water Agency if any claims are brought against the Water Agency under California Environmental Quality Act as a result of the grant of easement.

The Water Agency's enabling legislation requires that the Board consider the proposed grant of easement to the City and AT&T at two separate meetings. This item was initially considered at the April 16, 2013 Board meeting. Final action on this item is proposed for the Board's meeting of April 23, 2013.

Prior Board Actions:

04/16/2013 Consideration to Delegate Authority to execute Easement Agreement.

Strategic Plan Alignment Goal 3: Invest in the Future

Granting of the Easement will allow the City to improve and upgrade Wilfred Avenue, which will provide better access to the City of Rohnert Park and County of Sonoma.

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

Fiscal Summary - FY 12-13

| Expenditures | | Funding Source(s) | |
|---------------------------|------------------|-----------------------|------------------|
| Budgeted Amount | \$ 18,000 | Water Agency Gen Fund | \$ 0 |
| Add Appropriations Req'd. | \$ | State/Federal | \$ |
| | \$ | Fees/Other | \$ 18,000 |
| | \$ | Use of Fund Balance | \$ |
| | \$ | Contingencies | \$ |
| | \$ | | \$ |
| Total Expenditure | \$ 18,000 | Total Sources | \$ 18,000 |

Narrative Explanation of Fiscal Impacts (If Required):

The City of Rohnert Park has agreed to reimburse the Water Agency the Water Agency's cost to process the Grant of Easement.

Staffing Impacts

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

Narrative Explanation of Staffing Impacts (If Required):

NA

Attachments:

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

1. Grant of Easement to City of Rohnert Park (3 copies);
2. Grant of Easement to AT&T (3 copies); and
3. Notice of Exemption.



County of Sonoma Agenda Item Summary Report

Agenda Item Number: 16

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

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

To: Board of Directors, Sonoma County Water Agency

Board Agenda Date: April 23, 2013

Vote Requirement: Majority

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

Staff Name and Phone Number:

Claire Nordlie / 524-1165

Supervisory District(s):

Second District

Title: City of Rohnert Park's Local Supply Program

Recommended Actions:

Authorize the Chair to execute an agreement with the City of Rohnert Park to provide reimbursement funding. (Not to exceed \$649,629; agreement terminates June 30, 2014).

Executive Summary:

This item recommends an agreement with the City of Rohnert Park for the Water Agency to reimburse the City's costs related to a portion of the construction of a groundwater well for the City's distribution system, per allowance in the Restructured Agreement and approval by the Water Advisory Committee.

HISTORY OF ITEM/BACKGROUND

The Sonoma County Water Agency (Water Agency) and the City of Rohnert Park (City) share the goal of promoting cost-effective water conservation measures, recycled water projects that offset potable water use, and standby local peak month production capacity projects that reduce peak demand on the Water Agency water transmission system.

Pursuant to Section 2.6 (Recycled Water and Local Supply Projects) of the Restructured Agreement for Water Supply, the Water Agency may fund the capital cost of local supply projects that have been approved by the Water Advisory Committee. Pursuant to Section 4.15 (Operation and Maintenance Charge-Recycled Local Water Supply) of the Restructured Agreement for Water Supply, the Water Agency shall calculate and collect, as part of the Operations and Maintenance Surcharge, a recycled water and local supply sub-charge. These funds shall be distributed to water contractors for developing recycled water projects that offset potable water use, and for developing standby local peak-month production capacity that reduces demands on the Water Agency's water transmission system.

The City has designed and constructed improvements to a groundwater well as a part of the City's water distribution system (Project). On January 9, 2011, the Water Advisory Committee approved funding for a portion of the construction of the Project under the Local Supply/Recycled Water/Tier 2 Water Conservation (LRT2) Program in the amount of \$649,629, to be paid over two years (\$325,000 for the current fiscal year). City acquired all property or easements for the Project, will operate and maintain the Project, and was Lead Agency for the Project under the requirements of the California Environmental Quality Act.

The long-term management of water resources is critical in the Water Agency service area. The Water Agency is a party to the Memorandum of Understanding Regarding Urban Water Conservation in California (Memorandum). This Memorandum identifies water conservation Best Management Practices (BMPs) that achieve long-term reductions in per capita water demand to improve supply reliability, reduce the impact of short-term water shortage conditions, and provide a more accurate basis for future water management planning efforts. As signatory to the Memorandum, the Water Agency must comply with Best Management Practices #10 (Wholesale Agency Assistance Program). Implementation of Best Management Practices #10 consists of (at least) financial support, technical support, and program management of water conservation for the Water Agency's water retailers.

Prior Board Actions:

None.

Strategic Plan Alignment Goal 3: Invest in the Future

This project supports County Goal 3 by sustainably managing water for the future. The project will increase water reliability for City by diversifying their water supply portfolio and reduce demand on outside sources.

Water Agency Water Supply Goals and Strategies, Goal 1: Work with Water Contractors to retain and improve the reliability of the water supply production and distribution systems.

Fiscal Summary - FY 12-13

| Expenditures | | Funding Source(s) | |
|---------------------------|-------------------|---|-------------------|
| Budgeted Amount | \$ 649,629 | Water Agency Gen Fund | \$ -0- |
| Add Appropriations Req'd. | \$ -0- | State/Federal | \$ -0- |
| | \$ | Recycled Water and Local Supply Fund - Fees/Other | \$ 649,629 |
| | \$ | Use of Fund Balance | \$ -0- |
| | \$ | Contingencies | \$ -0- |
| | \$ 649,629 | | \$ |
| Total Expenditure | \$ 649,629 | Total Sources | \$ 649,629 |

Narrative Explanation of Fiscal Impacts (If Required):

Fiscal Year 2012/2013 appropriation of \$649,629 was budgeted in the Recycled Water and Local Supply Fund.

Staffing Impacts

| Position Title (Payroll Classification) | Monthly Salary Range (A – I Step) | Additions (Number) | Deletions (Number) |
|--|---|-----------------------|-----------------------|
| | | | |
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Narrative Explanation of Staffing Impacts (If Required):

None.

Attachments:

None.

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

Agreement (4 Copies)

DT: \\FILESERVER\DATA\CL\AGENDA\AGREES\04-23-2013 WA ROHNERT PARK LOCAL
SUPPLY PROGRAM_SUMM.DOCM

CF/40-0-21 ROHNERT PARK, CITY OF (AGREE FOR REIMBURSEMENT FUNDING OF CITY OF
LOCAL SUPPLY PROJECT) TW 12/13-103 (ID 4609)



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 Directors, South Park County Sanitation District

Board Agenda Date: April 23, 2013

Vote Requirement: 4/5

Department or Agency Name(s):

Staff Name and Phone Number:

Victor H. Swift 547-1975

Supervisorial District(s):

Fifth

Title: Sewer Main Emergency Repair – Confirmation of Emergency Conditions

Recommended Actions:

Confirm ongoing emergency conditions necessitate completion of ongoing repairs to collapsed sewer facilities without advertising for competitive bids.

Executive Summary:

Portions of the 6-inch diameter unreinforced concrete sewer main on West Robles Avenue, from Moorland Avenue to approximately 145 feet easterly of Moorland Avenue, have either collapsed or are extremely corroded and in danger of collapse. Erosion above the collapsed and corroded sewer main has progressed to the extent that proximate sections of West Robles Avenue are in danger of collapsing. This condition presents a public health and safety hazard. To remediate this condition, Water Agency staff determined that the collapsed and corroded sewer main, and the voids in the eroded trench above the sewer main, should be filled with flowable concrete as quickly as possible. On April 9, 2013, the Board of Directors (Board) of the South Park County Sanitation District (District) reviewed and ratified the actions of the General Manager of the Water Agency in entering into a contract with Ghilotti Construction Company, on behalf of the District, to perform emergency repairs to the collapsed sewer facilities without advertising for competitive bids. The contract with Ghilotti was signed on April 4, 2013. The construction schedule submitted by Ghilotti indicates that construction will start on Monday, the 15th of April, and be completed by the following Friday, the 19th of April. In between April 4 and April 15, the contractor provided bonds and insurance, obtained required submittals, such as a Water Pollution Control Plan, Safety Program, and Cell-Crete Mix Design, received the County encroachment permit, and mobilized crews and equipment to the site.

Public Contract Code section 22050 authorizes the District to enter into contracts for public projects as may be necessary to mitigate emergency conditions without giving notice for bids, provided the District adheres to certain Board review and reporting procedures. The status of the emergency work must be reviewed by the Board of Directors every 14 days until it is completed to determine, by a four-fifths vote, if there is a need to continue the work without solicitation of competitive bids. (Public Contract

Code § 22050(c)(2).) The purpose of this review is to ensure that the emergency contract work is terminated at the earliest possible date that conditions warrant so that the remainder of the work may be completed by a competitively bid contract. The work performed under this emergency contract is limited to filling the voids in the sewer pipe and the manhole immediately below West Robles Avenue to prevent a road collapse. Ancillary non-emergency work, including replacement of the existing 6-inch sewer main, manholes, and lateral sewers, located downstream of this emergency work, is expected to be performed under a competitively bid contract later this summer. Emergency repairs to the sewer main are expected to be completed by the Board's April 23rd meeting, however, should the emergency work take longer than anticipated due to unforeseen circumstances, this matter will be brought back to the Board on May 7th for further review in accordance with applicable Public Contract Code requirements.

Prior Board Actions:

4-9-13: Reviewed and ratified actions of Water Agency General Manager entering into contract with Ghilotti Construction Company to perform emergency repairs to collapsed sewer facilities without advertising for competitive bids and delegating authority to the General manager to execute an Agreement and Release of Any and All Claims, if required.

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

The subject action meets the county Strategic Plan Goal 1 as repair of collapsed sewer and the eroding trench above the sewer will prevent a potential public health and safety hazard.

This meets the Water Agency Sanitation Goals and Strategies, Goal 1: Meet or exceed environmental regulations and public health standards. Repair of collapsed sewer and the eroding trench above the sewer will prevent a potential public health and safety hazard.

Fiscal Summary - FY 12-13

| Expenditures | | Funding Source(s) | |
|---------------------------|------------------|----------------------|------------------|
| Budgeted Amount | \$ | Select an item. | \$ |
| Add Appropriations Req'd. | \$ 60,000 | State/Federal | \$ |
| | \$ | Fees/Other | \$ |
| | \$ | Use of Fund Balance | \$ 60,000 |
| | \$ | Contingencies | \$ |
| | \$ | | \$ |
| Total Expenditure | \$ 60,000 | Total Sources | \$ 60,000 |

Narrative Explanation of Fiscal Impacts (If Required):

Emergency repair work was not budgeted: therefore, the funds for this emergency work will come out of South Park County Sanitation District fund balance.

| Staffing Impacts | | | |
|---|---|------------------------------|------------------------------|
| Position Title (Payroll Classification) | Monthly Salary Range (A – I Step) | Additions (Number) | Deletions (Number) |
| | | | |
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| Narrative Explanation of Staffing Impacts (If Required): | | | |
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| Attachments: | | | |
| None | | | |
| Related Items “On File” with the Clerk of the Board: | | | |
| None | | | |

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Main Emergency Repair_summ.docx

CF/-70-701-11 South Park Operations & Maintenance (ID 1813)



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: The Board of Supervisors of Sonoma County

Board Agenda Date: April 23, 2013

Vote Requirement: Majority

Department or Agency Name(s):

Staff Name and Phone Number:

Scott Jann - (707) 565-8305
Terina Tracy - (707) 565-3234

Supervisorial District(s):

Title: 04-23-2013 ACTTC Audit Report District Attorney's Office Victim Witness Assistance Program

Recommended Actions:

Review and accept the audit report of the Sonoma County District Attorney's Office Victim Witness Assistance Program for the fiscal year ended June 30, 2012.

Executive Summary:

The California Emergency Management Agency awarded a grant in the amount of \$271,014 to the Sonoma County District Attorney's Office Victim Witness Assistance Program for the period July 1, 2011 to June 30, 2012. The Victim Witness Assistance Program is located at the Sonoma County District Attorney's Office, 600 Administration Drive, Room 212-J, Santa Rosa, California.

The Sonoma County Victim Assistance Program is a full service victim/witness program providing mandatory and optional services as mandated per Penal Code section 13825. Services are provided to victims of all types of violent crime including crisis intervention and follow-up counseling regardless of whether there is prosecution or a suspect has been identified. Services include court accompaniment, resource and referral to needed community services, and advocacy and assistance with filing for victim compensation. The program also provides community education, training and outreach to the community, agencies and law enforcement.

The objectives of the audit were to determine whether the grant funds have been received and expended in accordance with applicable laws, regulations and the grant agreement, and whether the financial reports submitted to Cal EMA are presented fairly.

There were no significant findings or recommendations as a result of the audit.

Prior Board Actions:

The previous audit report for the fiscal year ended June 30, 2011 was reviewed and approved by the

Board on April 17, 2012.

Strategic Plan Alignment Goal 2: Economic and Environmental Stewardship

Auditing the County District Attorney's Victim Witness Assistance program insures proper expenditure of state grant funds.

Fiscal Summary - FY 12-13

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

Narrative Explanation of Fiscal Impacts (If Required):

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Staffing Impacts

| Position Title (Payroll Classification) | Monthly Salary Range (A – I Step) | Additions (Number) | Deletions (Number) |
|---|---|------------------------------|------------------------------|
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Narrative Explanation of Staffing Impacts (If Required):

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Attachments:

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

Audit report of the Sonoma County District Attorney's Office Vertical Prosecution Program



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: The Board of Supervisors of Sonoma County

Board Agenda Date: April 23, 2013

Vote Requirement: Majority

Department or Agency Name(s): Auditor-Controller-Treasurer-Tax Collector

Staff Name and Phone Number:

Scott Jann - (707) 565-8305
Terina Tracy - (707) 565-3234

Supervisorial District(s):

Title: 04-23-2013 ACTTC Audit Report District Attorney's Office Vertical Prosecution Program

Recommended Actions:

Review and accept the audit report of the Sonoma County District Attorney's Office Vertical Prosecution Program for the fiscal year ended June 30, 2012.

Executive Summary:

The California Emergency Management Agency (Cal EMA) awarded a grant in the amount of \$230,182 to the Sonoma County District Attorney's Office Vertical Prosecution Program (VPP) for the period July 1, 2008 to June 30, 2009. Subsequent grant modifications first extended the grant ending date to June 30, 2010 and added additional funding of \$274,126, then extended the grant ending date to June 30, 2011 and added additional funding of \$85,473, then finally extended the grant ending date to December 31, 2011 and added final additional funding of \$86,210 for FY 2011/12. The VPP Program is located at the Sonoma County District Attorney's Office, 600 Administration Drive, Room 212-J, Santa Rosa, California.

The objectives of the Sonoma County District Attorney's Vertical Prosecution Program include the prevention of sexual intercourse by adults with minors, prevention of teen pregnancies, the prevention of transmission of sexually transmitted diseases, establishing paternity of children, the reporting of criminal acts associated with unlawful sexual intercourse with a minor, and to also focus on child abuse cases, both physical and sexual, and all of the issues associated with such cases. Through the vertical prosecution of such unlawful acts, consequences are imposed on those who take advantage of the vulnerability of minors. Those consequences include imprisonment, establishment of paternity if children are born from the relationship of the victim and perpetrator, parenting classes, drug and alcohol counseling, and registration as a sex offender if warranted.

The objectives of the audit were to determine whether the grant funds have been received and expended in accordance with applicable laws, regulations and the grant agreement, and whether the financial reports submitted to Cal EMA are presented fairly.

There were no significant findings or recommendations as a result of the audit.

Prior Board Actions:

The previous audit report for the fiscal year ended June 30, 2011 was reviewed and approved by the Board on April 10, 2012.

Strategic Plan Alignment Goal 2: Economic and Environmental Stewardship

Auditing the County District Attorney’s Vertical Prosecution program insures proper expenditure of state grant funds.

Fiscal Summary - FY 12-13

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

Narrative Explanation of Fiscal Impacts (If Required):

Staffing Impacts

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

Narrative Explanation of Staffing Impacts (If Required):

Attachments:

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

Audit report of the Sonoma County District Attorney’s Office Vertical Prosecution Program



County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 20
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors

Board Agenda Date: April 23, 2013

Vote Requirement: Majority

Department or Agency Name(s): Board of Supervisors

Staff Name and Phone Number:

Supervisor Shirlee Zane 565-2241

Supervisorial District(s):

Third

Title: Disbursement of 2012-2013 Discretionary Advertising Funds (3rd District)

Recommended Actions:

Approve Advertising Program grant awards to the following entities and authorize the County Administrator to execute contracts with the following entities:

Sonoma County Museum: \$500.00 for the advertisement of the Brain Event, a celebration of visionary art and artists in conjunction with the Museum's *Margins to Mainstream—Artists with Disabilities* exhibition.

Executive Summary:

Category E – Local Events and Organizations of the Advertising & Promotions Program Policy provides grant allocations to each Supervisor, to be distributed at the Supervisor's discretion. The Third District has made decisions regarding a portion of its allocation, totaling \$11,210 for FY 12/13. This item allocates the following Category E grants from Third District Funds in FY 12/13:

Sonoma County Museum: \$500.00;

The Third District requests that funds be distributed upon approval of these awards by Board and execution of an advertising grant agreement contract with each entity.

Prior Board Actions:

3/27/12 - The Board approved the Advertising & Promotions Policy update, including the district allocations for Category E funds for FY 12/13. 8/14/12, 12/11/12 & 1/29/13--Board approved Third District Category E grant awards totaling \$10,500 from \$11,210 in available funding, leaving a remaining balance of \$710.00.

Strategic Plan Alignment Goal 2: Economic and Environmental Stewardship

These grants promote the County of Sonoma and encourage tourism resulting in economic growth.

Fiscal Summary - FY 12-13

| Expenditures | | Funding Source(s) | |
|---------------------------|------------------|--------------------------|------------------|
| Budgeted Amount | \$ 500.00 | | \$ |
| Add Appropriations Req'd. | \$ | State/Federal | \$ |
| | \$ | Fees/Other | \$ 500.00 |
| | \$ | Use of Fund Balance | \$ |
| | \$ | Contingencies | \$ |
| | \$ | | \$ |
| Total Expenditure | \$ 500.00 | Total Sources | \$ 500.00 |

Narrative Explanation of Fiscal Impacts (If Required):

The original Third District allocation was \$11,210.00. \$10,000.00 has previously been allocated; today's appropriation of \$500.00 leaves a balance of \$710.00 remaining.

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: 21
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors

Board Agenda Date: April 23, 2013

Vote Requirement: Majority

Department or Agency Name(s): Board of Supervisors

Staff Name and Phone Number:

Mike McGuire, 565-3758

Supervisorial District(s):

Fourth

Title: Disbursement of 2012-2013 Discretionary Advertising Funds (Fourth District)

Recommended Actions:

Approve Advertising Program grant awards to the following entity and authorize the County Administrator to execute contract with the following entity: Sonoma County 4-H Chicken Que, \$500.00

Executive Summary:

Category E – Local Events and Organizations of the Advertising & Promotions Program Policy provides grant allocations to each Supervisor, to be distributed at the Supervisor’s discretion. The Fourth District had a total of \$18,460 in grant allocations for FY 12/13.

The Fourth District requests these funds be distributed upon approval of these awards by Board and execution of Advertising grant agreement contract with the entity. The contract will require the County logo on promotional materials produced using the grant award and will require submission to the District Director and County Administrator’s Office of advertising and promotional activity receipts up to the total amount of the grant award provided.

The current action allocated \$500.00 to Sonoma County 4-H Chicken Que in order to advertise and promote the May 5, 2013 Chicken Que event.

Prior Board Actions:

3/27/12 - The Board approved the Advertising & Promotions Policy update, including the District allocations for Category E funds for FY 12/13; on 8/7/12 the Board approved \$8,000 in funding allocations for projects in the Fourth District; on 11/13/12 the Board approved \$8,080 in funding allocations for projects in the Fourth District; 12/4/12 awarded \$1,000 to Healdsburg FFA; on 3/19/13 awarded \$300 to the Cloverdale Arts Alliance - Friday Night Live.

Strategic Plan Alignment Goal 2: Economic and Environmental Stewardship

Fiscal Summary - FY 12-13

| Expenditures | | Funding Source(s) | |
|---------------------------|------------------|--------------------------|------------------|
| Budgeted Amount | \$ 500.00 | County General Fund | \$ |
| Add Appropriations Req'd. | \$ | State/Federal | \$ |
| | \$ | TOT Tax/Fees/Other | \$ 500.00 |
| | \$ | Use of Fund Balance | \$ |
| | \$ | Contingencies | \$ |
| | \$ | | \$ |
| Total Expenditure | \$ 500.00 | Total Sources | \$ 500.00 |

Narrative Explanation of Fiscal Impacts (If Required):

\$18,460 was the total amount available to the Fourth District within Category E of the Advertising Program Funds for FY 12/13. On August 7, 2012 \$8,000 and on November 13, 2012 \$8,080 was allocated from the FY 12/13 Advertising Program for District 4, and December 4, 2012 \$1000. This current action allocates **\$500.00**.

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: 22
(This Section for use by Clerk of the Board Only.)

To: Board of Directors

Board Agenda Date: April 23, 2013

Vote Requirement: Majority

Department or Agency Name(s): Fire and Emergency Services Department

Staff Name and Phone Number:

Mark Aston, 565-1157

Supervisorial District(s):

3rd

Title: Emergency Management Program Grants Fiscal Year 2012 Sub-Grant Agreement

Recommended Actions:

Authorize the Director of the Fire and Emergency Services Department to execute subgrantee agreements with the City of Santa Rosa to sub-grant 2012 Emergency Management Program Grant Funds for Emergency Operations Center improvements

Executive Summary:

The Fire and Emergency Services Department (County Fire) administers the Emergency Management Program Grant (EMPG) for all local jurisdictions within the Sonoma County Operational Area. The Department recommends sub-granting the approved California Emergency Management Agency (Cal EMA) grant funds to the City of Santa Rosa for the following project for improvements to their Emergency Operations Center (EOC).

City of Santa Rosa Emergency Operations Center – Critical Infrastructure Protection Project (\$46,974)
Cal EMA offered local jurisdictions opportunities to fund emergency management projects from a special allocation for fiscal year 2012. The Fire and Emergency Services Department applied for and was awarded \$46,974 in additional EMPG funding for an Emergency Operations Center (EOC) Critical Infrastructure Protection project for the City of Santa Rosa Utilities Field Operations building. Under this grant project, the City of Santa Rosa's EOC will add a protective film to existing tempered glass window panes. The project request includes covering the main entry and corridors, lower and upper roof windows and office windows. This work will further harden the essential services facility to better withstand earthquakes, wind and blasts to remain serviceable when it is most needed.

City of Santa Rosa Emergency Operations Center – Enhanced EOC Operations Project (\$12,500)
Additionally, the City of Santa Rosa requested \$12,500 for redundant EOC workstation equipment from the same grant. The requested equipment will support the information technology needs of the EOC should it be necessary to establish internal or external connectivity options or to operate at another location.

County Fire requests that your Board authorize the Fire Chief/Director of the Fire and Emergency

Services Department to execute the subgrantee agreement with City of Santa Rosa in the amount of \$46,974 for the EOC Critical Infrastructure Protection Project, and in the amount of \$12,500 for the EOC Enhanced EOC Operations Project. The Santa Rosa City Manager and City Attorney have approved the subgrantee agreement presented to your Board.

The Fire Chief/Department Director recommends approval.

The City of Santa Rosa would not otherwise be eligible to receive these grant funds.

Prior Board Actions:

On June 19, 2012 your Board approved a similar subgrantee agreement for fiscal year 2011.

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

The City of Santa Rosa will be more capable of a robust response to an emergency situation and the stakeholders of the County will be safer as a result.

Fiscal Summary - FY 12-13

| Expenditures | | Funding Source(s) | |
|---------------------------|------------------|----------------------|------------------|
| Budgeted Amount | \$ 59,474 | | \$ |
| Add Appropriations Req'd. | \$ | State/Federal | \$ 59,474 |
| | \$ | Fees/Other | \$ |
| | \$ | Use of Fund Balance | \$ |
| | \$ | Contingencies | \$ |
| | \$ | | \$ |
| Total Expenditure | \$ 59,474 | Total Sources | \$ 59,474 |

Narrative Explanation of Fiscal Impacts (If Required):

The budget adjustment for the additional EMPG Grant Funding was approved by your Board of Supervisors as part of the 2012-2013 second quarter budget adjustments.

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: |
| <ol style="list-style-type: none">1. Subgrantee Agreement with Santa Rosa2. Federal assurances for FY12 EMPG with the City of Santa Rosa3. Approval letter from Cal EMA |



County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 23
(This Section for use by Clerk of the Board Only.)

To: Board of Directors

Board Agenda Date: April 23, 2013

Vote Requirement: Majority

Department or Agency Name(s): Fire and Emergency Services Department

Staff Name and Phone Number:

Mark Aston, 565-1157

Supervisorial District(s):

All

Title: Telephone Emergency Notification System Memorandum of Understanding with Santa Rosa

Recommended Actions:

Authorize the Fire and Emergency Services Department Director to execute the Telephone Emergency Notification System Memorandum of Understanding with the City of Santa Rosa for 24 Telephone Lines.

Executive Summary:

The Fire and Emergency Services Department (County Fire) manages and administers the Telephone Emergency Notification System (TENS) for all local areas within the Sonoma County Operational Area. In the past year, using a combination of grant and general funds, County Fire has upgraded the hardware and software that operate the system. The City of Santa Rosa Police Department (Santa Rosa) has approached County Fire asking to share access to TENS. A comparable offer is available to all the cities and towns in Sonoma County.

County Fire and Santa Rosa would like to enter into a Memorandum of Understanding (MOU), to share access to TENS, including a cost sharing agreement to fund the increase the calling capacity from 47 to 71 simultaneous calls. This enhancement in the calling capacity of TENS will mean that emergency notifications and warning will be 33% faster than the existing capability, benefiting both the residents of Santa Rosa and the County. It will provide Santa Rosa access to a modern, functional TENS, replacing their 11-year-old system. The installation of the additional lines will be paid for using Homeland Security Grant savings. The monthly cost will be billed to the City of Santa Rosa by the Information Systems Department

County Fire requests that your Board authorize the Fire Chief/Director of the Fire and Emergency Services Department to execute a TENS MOU with Santa Rosa. County Counsel and the Santa Rosa City Manager and City Attorney have approved the agreement presented to your Board (pending).

The Fire Chief/Department Director recommends approval.

The TENS will not be expanded without this agreement in place, as Santa Rosa will not have specific access to the existing TENS.

Prior Board Actions:

None

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

The ability to communicate vital information to the community during an emergency is improved.

Fiscal Summary - FY 12-13

| Expenditures | | Funding Source(s) | |
|---------------------------|---------------|----------------------|---------------|
| Budgeted Amount | \$ | | \$ |
| Add Appropriations Req'd. | \$ 378 | State/Federal | \$ |
| | \$ | Fees/Other | \$ 378 |
| | \$ | Use of Fund Balance | \$ |
| | \$ | Contingencies | \$ |
| | \$ | | \$ |
| Total Expenditure | \$ 378 | Total Sources | \$ 378 |

Narrative Explanation of Fiscal Impacts (If Required):

Santa Rosa will pay the full monthly fee of \$189 for 24 TENS telephone lines terminated at 2615 Paulin Dr. The Information Systems Department has agreed to handle the invoicing and receivables for this account.

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:

TENS MOU with Santa Rosa



County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 24
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors

Board Agenda Date: April 23, 2013

Vote Requirement: 4/5

Department or Agency Name(s): General Services

Staff Name and Phone Number:

Teryl Phillips 565-2143

Supervisorial District(s):

Fourth

Title: Airport Blvd. Interchange Project

Recommended Actions:

Authorize the Chair of the Board of Supervisors to execute Right of Way Contracts and Quitclaim Deeds releasing conservation easement interests to the State of California for the purposes of Highway 101 interchange improvements in the vicinity of Airport Boulevard, and authorize the Director of General Services to execute other documents reasonably required to effect conveyance of the easements in a form approved by County Counsel. (APNs 059-230-081 and 059-350-080)(Fourth District).

Executive Summary:

Background:

The California Department of Transportation (Caltrans) requires unencumbered fee title to two privately owned parcels subject to conservation easements owned jointly by the Sonoma Land Trust (Land Trust) and the County of Sonoma (County). Caltrans needs the County and the Land Trust to quitclaim their conservation easement interests in order to construct the Airport Boulevard Interchange Project, consisting of a freeway interchange modification on U. S. Highway 101 in the vicinity of Airport Boulevard between Santa Rosa and Windsor (the Project). The Project is jointly sponsored by the Sonoma County Transportation Authority (SCTA) and Caltrans, with construction of the improvements for the Airport Boulevard Interchange Project scheduled to be completed by Summer 2014. In March of 2012, pursuant to Resolution No. 12-0114, the County entered into a Possession and Use agreement with Caltrans for each of the two easement interests which authorized Caltrans to begin work on the Project in the easement areas notwithstanding the County's continued ownership of the easements. The Possession and Use Agreements afforded the County and Caltrans an additional year to review and negotiate the compensation due and payable to the County for the interests to be quitclaimed.

Description of the Easements and Proposed Compensation:

Caltrans seeks to acquire a 45,151 square foot (1.04 acres) portion of the conservation easement held by the County and the Land Trust on property identified as APN 059-230-081, located along the Highway 101 frontage portion of the Vineyard Creek Subdivision. This interest is required for construction of a

new southbound onramp. The State has valued the conservation easement interest at \$50,500, and both County and the Land Trust concur with this valuation. A remaining conservation easement area of approximately 4.09 acres will be jointly retained by the County and the Land Trust following release of the subject easement interest to the State.

Caltrans also seeks to acquire a total of 24,840 square feet (.57 acre) of the conservation easement held by the County and the Land Trust on property identified as APN 059-350-080. This property will be used for a portion of the new southbound off-ramp, a drainage easement, a sewer easement, a sign, ingress, egress, well, and water easement, a temporary construction easement, and a utility easement. The State has valued the foregoing interests at \$1,200, and both County and the Land Trust concur with this valuation. A remaining conservation easement area of approximately 12.749 acres will be jointly retained by the County and the Land Trust following release of the subject easement interest to the State.

Quitclaim In Lieu of Condemnation Suit:

Caltrans will initiate condemnation proceedings to secure title to the subject properties if the County does not relinquish its rights by granting Quitclaim Deeds conveying the conservation easements to the State of California in a timely manner. Condemnation is governed by state law. The State's authority to condemn open space property for State highway purposes is well settled as to those cases in which the highway route predates the land's appropriation for open space purposes. (Code of Civil Procedure §§1240.640-1240.690 and 1245.250(a); Streets and Highways Code §102.) Accordingly, in March of 2012, pursuant to Resolution No. 12-0114, your Board authorized execution of the Possession and Use Agreements after determining that the County would be unlikely to prevail in litigation challenging the State's right to acquire the County's land in this case. By authorizing execution of the Possession and Use Agreements, the County waived its right to challenge the State's power to condemn the subject easement interests. Thus, the only matter pending before your Board is whether the proposed compensation is adequate.

Right of Way Contracts:

Pursuant to the Right of Way Contracts on file with the Clerk, proceeds from sale of the easement interests totaling \$51,700 will be equally divided between the County and the Land Trust (\$25,850 to each agency) upon close of escrow. This apportionment reflects the parties' joint ownership interest in the subject parcels. An agreement will also be developed with Sonoma Land Trust to clarify and detail responsibilities associated with management of the remainder conservation easements, and staff will return to the Board for approval of that agreement in the near future.

General Plan Consistency:

Pursuant to California Government Code Section 65402, PRMD staff has determined that release of the County's interest in portions of the conservation easements on the two parcels as proposed in the Right of Way contracts and Quitclaim Deeds is consistent with the General Plan.

CEQA:

Because the proposed transaction is in lieu of a credible threat of immediate condemnation, it is involuntary in nature and not subject to the California Environmental Quality Act.

| | | | |
|--|---|---|------------------------------|
| Prior Board Actions: | | | |
| 3/20/12 Board Resolution No. 12-0114 approving the execution of two Possession and Use Agreements with the State of California in connection with the North B/Airport Boulevard Interchange Project (APN 059-230-081 and 059-350-080). | | | |
| 12/17/96 Board Resolution No. 96-1669 accepting an open space easement in conjunction with the Sonoma Land Trust over APN 059-230-081. | | | |
| 2/15/89 Board Resolution No. 89-0310 accepting a scenic easement in conjunction with the Sonoma Land Trust over APN 059-350-080. | | | |
| Strategic Plan Alignment | | Goal 1: Safe, Healthy, and Caring Community | |
| Conveyance of the two proposed easements will facilitate State construction of interchange improvements in the vicinity of U.S. Highway 101 at Airport Blvd, which are intended to promote public safety and improved vehicular circulation. | | | |
| Fiscal Summary - FY 12-13 | | | |
| 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): | | | |
| Quitclaim of the County's interest in the two conservation easements will result in receipt of revenue funds in the amount of \$25,850.00 (\$25,250.00 for Document 62315-A and \$600.00 for Document 62338-A), upon close of escrow. | | | |
| Staffing Impacts | | | |
| Position Title (Payroll Classification) | Monthly Salary Range (A – I Step) | Additions (Number) | Deletions (Number) |
| | | | |
| | | | |
| Narrative Explanation of Staffing Impacts (If Required): | | | |
| None. | | | |

Attachments:

None.

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

Right of Way Contract for Quitclaim Deed Document No. 62315-A (3 copies)

Quitclaim Deed Document No. 62315-A (1 copy)

Right of Way Contract for Quitclaim Deed Document No. 62338-A (3 copies)

Quitclaim Deed Document No. 62338-A (1 copy)



County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 25
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors of Sonoma County

Board Agenda Date: April 23, 2013

Vote Requirement: Majority

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

Staff Name and Phone Number:

Gene Clark, General Services, 707-565-2977
Rita Scardaci, Health Services, 707-565-4778

Supervisorial District(s):

All

Title: New lease for the Department of Health Services / Behavioral Health Division

Recommended Actions:

Authorize the Clerk to publish a notice, declaring the Board's intention to execute a lease with SR Office Properties, LLC (Landlord), for approximately 1,896 sq. ft. of office space in Suite 211, of the building located at 2227 Capricorn Way, Santa Rosa, for an initial rate of \$1.65 per sq. ft. per month (approximately \$3,128.40 per month or \$37,540.80 per year), which is subject to adjustment as more particularly described in said lease, for an initial five-year term, with two 5-year options.

Executive Summary:

Department of Health Services Program information. This matter involves the Department of Health Services (DHS) Behavioral Health Division (BHD). The DHS BHD's SonomaWORKS Counseling and Substance Use Disorders Services (SUDS) programs provide for assessment, individual and group therapy, psycho-educational groups, referral and linkage to substance use treatment resources, limited psychiatrist consultation, and crisis intervention to clients referred by the County's Human Services Department (HSD) SonomaWORKS program. DHS BHD provides these services to HSD clients, with the goal of reducing and eliminating mental health and substance use-related barriers to employment. Services are provided by licensed clinicians and certified alcoholic and drug abuse (AOD) counselors.

Due to the highly confidential and sensitive services involved, DHS BHD has recognized the need to move to a space that allows for adequate and confidential office space and provides for the co-location of service staff. Currently, DHS BHD provides these program services daily by utilizing 'interview' rooms available in the adjacent premises currently leased by HSD for its SonomaWORKS and JobLink programs. Though DHS BHD currently pays no rent for the use of this space, the need for staff to find adequate and available spaces on a day-to-day basis to meet with clients is inconvenient, time-consuming and impractical.

Proposed New Lease Terms. DHS wishes to lease office space comprising approximately 1,896 rentable sq. ft., located at 2227 Capricorn Way, Santa Rosa, to accommodate the 8 staff positions, and to provide meeting rooms necessary for the SonomaWORKS and SUDS programs and staffing. Please see attached floor plan, Attachment 1.

According to the terms of the proposed lease, the occupancy date would occur on or about May 22, 2013, after tenant improvements (i.e., new carpet, new paint, installing a wall and door in the open area, and installation of three 110-V outlets) are made by the landlord at Landlord's sole cost and expense. Based on recent lease negotiations with the Landlord, the proposed rental rate of \$1.65 per sq. ft. approximates market value from the Interim Real Estate Manager's perspective. For the 5-year initial term, the base rent would be adjusted by \$.05 per sq. ft. annually. For the extended option terms, rent would be increased annually, by \$.05 per sq. ft. annually on the 1st year of each extended term. Rent would be increased on the 2nd, 3rd, 4th and 5th years of each extended term, using the Consumer Price Index, but in no case would rent be increased more than 3% per annum. Please see Attachment 2 for a summary of the proposed lease terms. The County has the right to cancel the lease for any reason, upon 90 days' notice and by payment of unamortized costs of tenant improvements.

Lease Concessions. County will not be required to pay rent for the first two months of the proposed lease, or \$6,256.80 (\$3,128.40 per month).

Funding. The SonomaWORKS Counseling and SUDS programs are funded by HSD. DHS BHD reduced the AOD Counselor staffing by 0.30 full time equivalent (FTE), providing a Salaries & Benefits savings of \$35,425.00, which would be applied towards the rental cost associated with the proposed lease space, budgeted at \$35,425.00.

In order to mitigate any SUDS impact, the AOD Counselor staffing was increased from .50 FTE to .75 FTE, and one of the Mental Health licensed clinicians now provides both Mental Health and SUDS services.

Recommendations. Staff recommends that the Board:

Authorize the Clerk to publish a notice, declaring the Board's intention to execute a lease with SR Office Properties, LLC (Landlord), for approximately 1,896 sq. ft. of office space in Suite 211, of the building located at 2227 Capricorn Way, Santa Rosa, for an initial rate of \$1.65 per sq. ft. per month (approximately \$3,128.40 per month or \$37,540.80 per year), which is subject to adjustment as more particularly described in said lease, for an initial five-year term, with 2 five-year options.

This matter will return to the Board at 8:30 A.M. on May 21, 2013, for possible consummation of the proposed lease.

Prior Board Actions:

None.

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

The proposed lease provides dedicated and confidential office and meeting room space for which the Department of Health Services Behavioral Health Division may provide services to its clients, through the SonomaWORKS Counseling and Substance Use Disorders Services (SUDS) programs. The goal of these

programs is to reduce and eliminate mental health and substance use-related barriers to employment for clients referred by County’s Human Services’ SonomaWORKS program.

Fiscal Summary - FY 12-13

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

Narrative Explanation of Fiscal Impacts (If Required):

The commencement date for the proposed lease is anticipated to be May 22, 2013. According to the terms of the proposed lease, D.H.S. will not be required to pay rent nor utilities for the first two months of occupancy, and therefore no fiscal impact for FY12-13 is anticipated.

Staffing Impacts

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

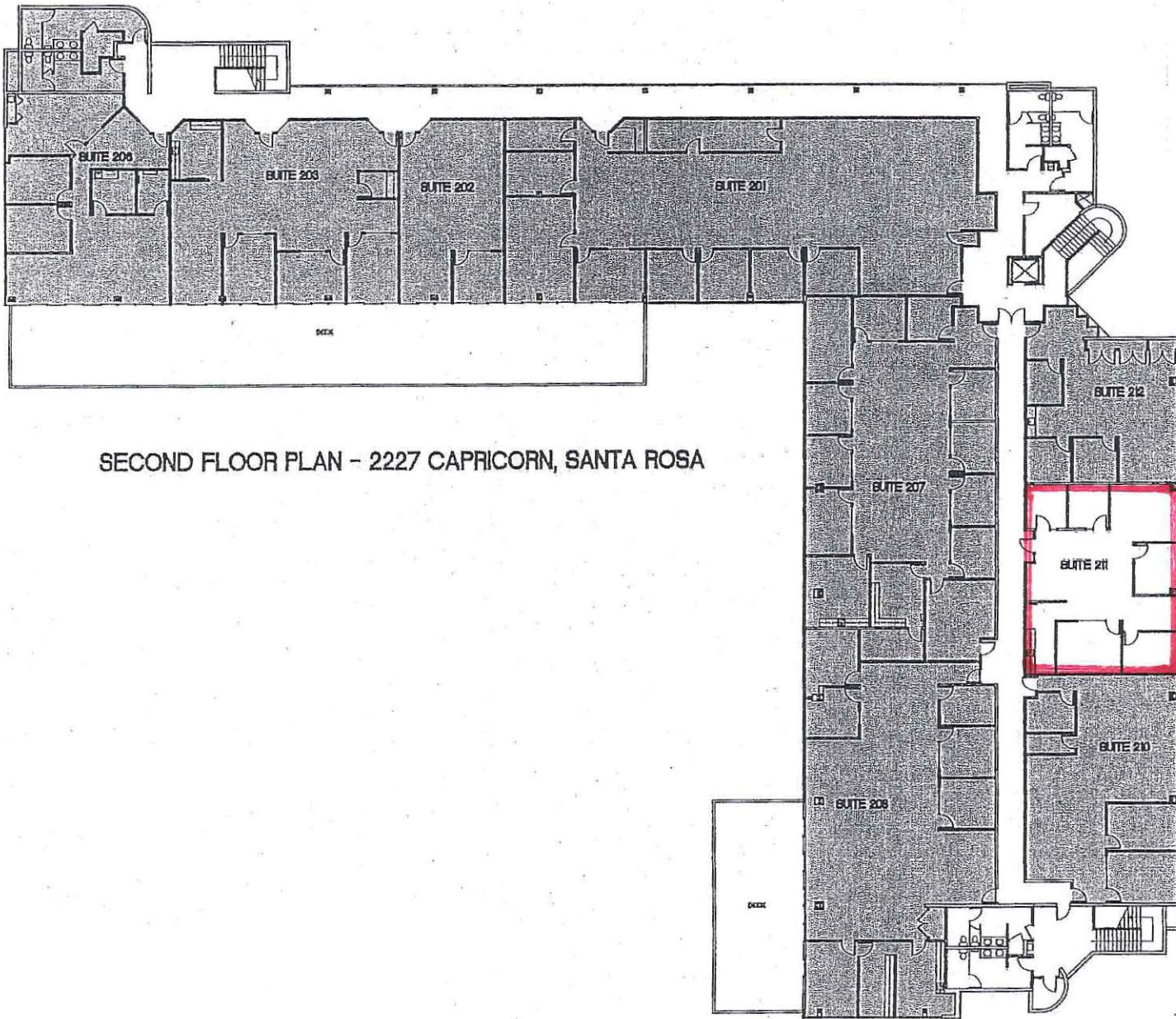
Narrative Explanation of Staffing Impacts (If Required):

Attachments:

Diagram; lease terms; notice

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

Copy of proposed lease



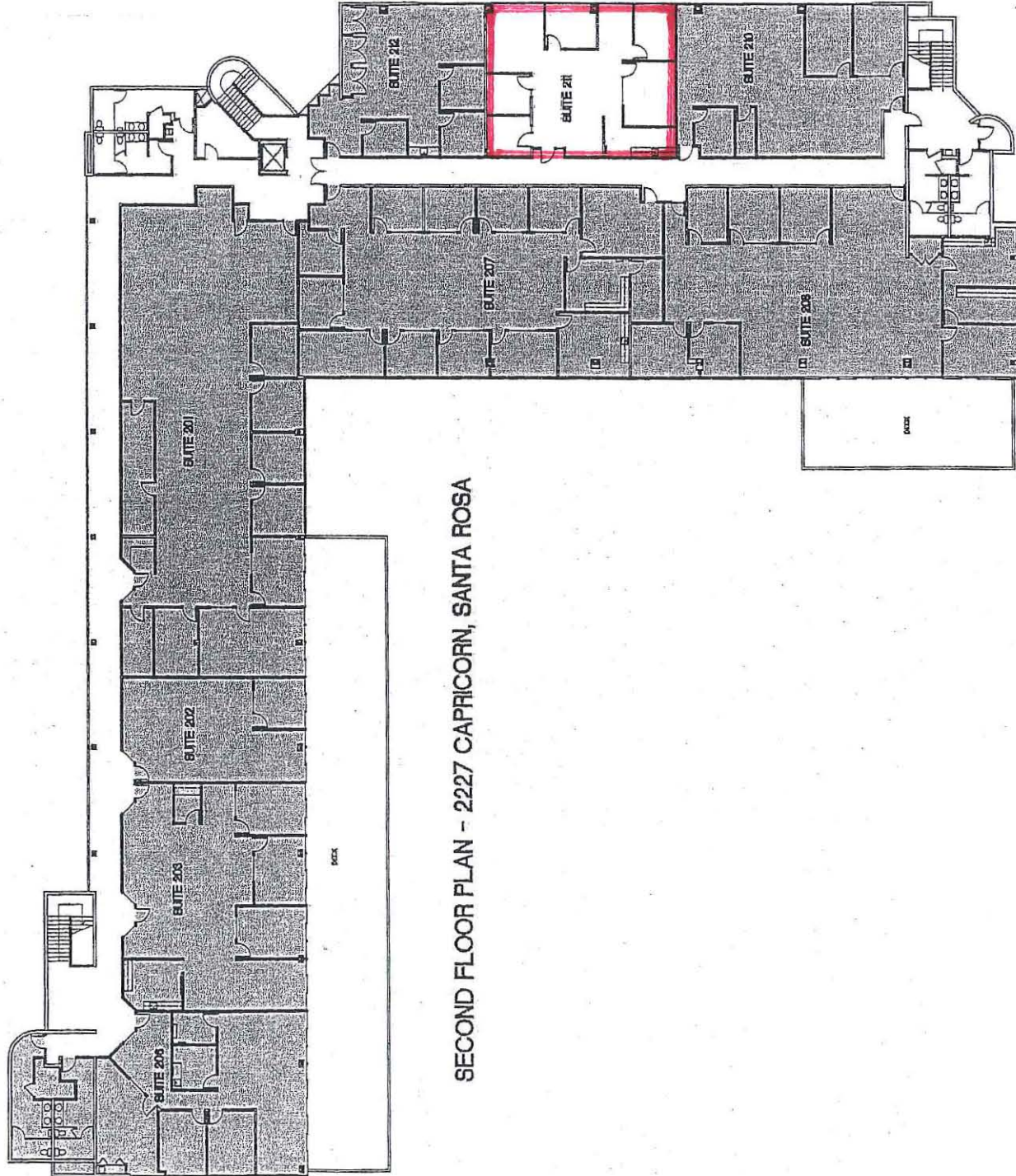
SECOND FLOOR PLAN - 2227 CAPRICORN, SANTA ROSA

← PREMISES

Attachment 2

Proposed Lease Terms

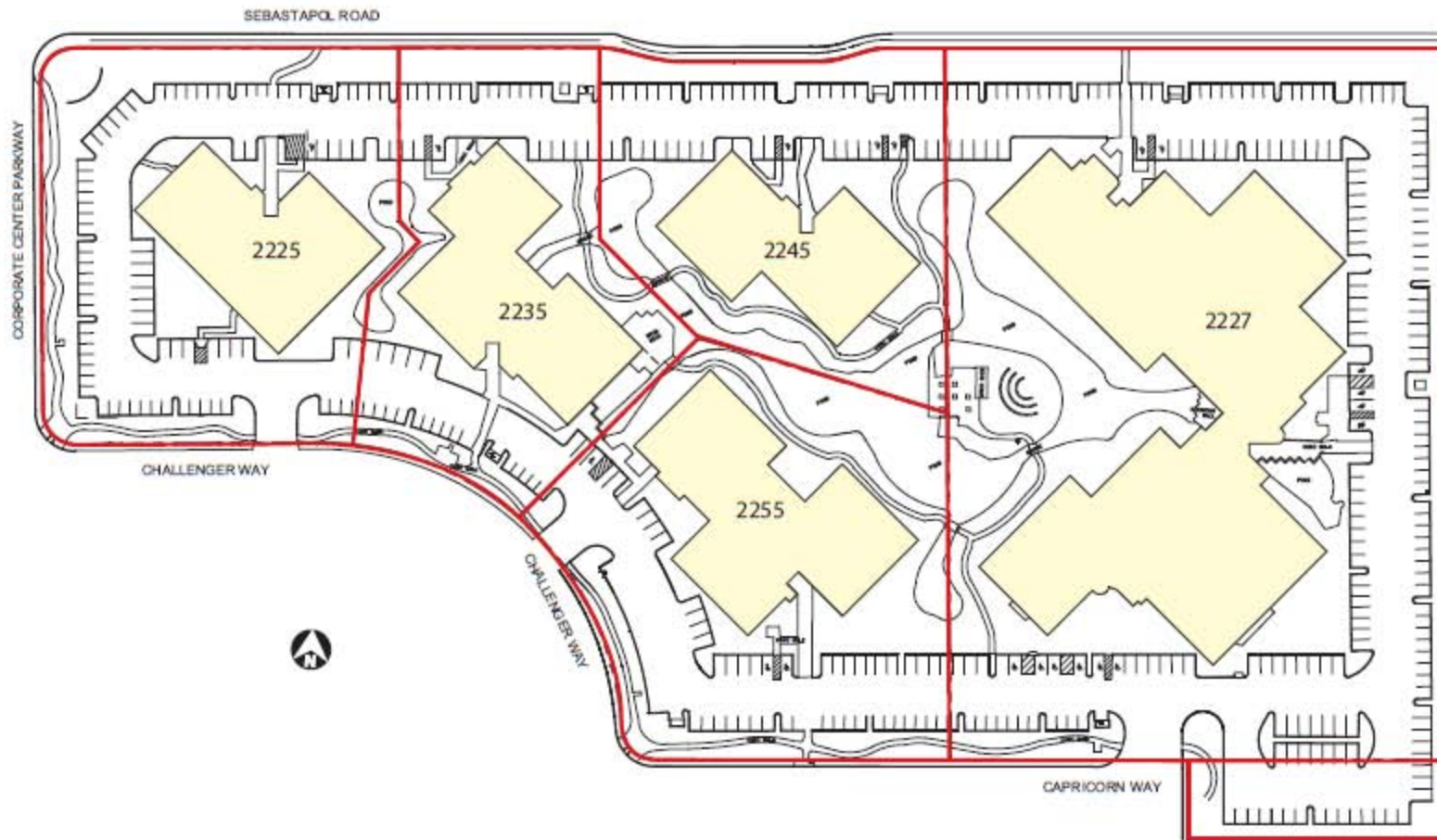
- Premises:** Approximately 1,896 rentable sq. ft. of improved office space in a two-story, 75,028 sq. ft. office building. Please see the attached preliminary floor plan and site plan.
- Parking:** Six spaces in the parking area associated with the building.
- Initial Term:** Sixty months.
- Rental Rate:** The initial rental rate is \$1.65 per rentable sq. ft. per month, full-service, or \$3,128.40 per month. PG&E expense is estimated at \$0.20 per rentable sq. ft. per month. Rent shall be subject to \$0.05 per sq. ft. increases per year for the Initial Term.
- Tenant Improvements:** Landlord, at Landlord's sole cost and expense, shall install new Building-standard carpet, repaint the Premises, install a wall and door in the open area, designed by County, and install up to three 110-V outlets.
- Lease Concessions:** Rent for the first two months of the Lease shall be free (\$6,256.80).
- Extension Option:** Two (2) options to extend the term for five (5) years each. Rent for the 1st year of each extended term shall be adjusted by \$0.05 per sq. ft. for the then current rental rate. Rent for the second, third, fourth and fifth year of each extended term shall be increased by CPI, however, by no more than 3% per year.
- Cancellation Option:** The County has the right to cancel the lease, upon 90 days' notice and by payment of unamortized costs of tenant improvements, for any reason.



← PREMISES

SECOND FLOOR PLAN - 2227 CAPRICORN, SANTA ROSA

SITE PLAN



**PUBLIC NOTICE
OF INTENT OF COUNTY
TO LEASE REAL PROPERTY**

NOTICE IS GIVEN that the Sonoma County Board of Supervisors intends to authorize the Director of the Department of General Services, or his Deputy, to lease approximately one thousand eight hundred ninety-six (1,896) sq. ft. of improved office space, more or less depending on final configuration, in Suite 211 of that certain office building ("Building") located at 2227 Capricorn Way, Santa Rosa, California, for use by the Department of Health Services, Mental Health Division. The Board intends to lease the premises from SR Office Properties, LLC, a California limited liability corporation, for the base monthly full service rental of One and 65/100 Dollars (\$1.65) per sq. ft. of office space, said rental subject to increase as set forth in the proposed lease, for a five (5) year term, plus options. Additional information regarding the proposed lease is available for public review at the Office of the Director of the Sonoma County General Services Department, 2300 County Center Drive, Suite A200, Santa Rosa, California 95403. The Board of Supervisors will meet on May 21, 2013, at 8:30 a.m. at the Sonoma County Administration Building, Room 102A, 575 Administration Drive, Santa Rosa, California to consummate the lease.

Clerk of the Board of Supervisors

Public notice of the County's intention to lease the Property shall be published once a week for three successive weeks in accordance with Government Code Section 25350 and 6063.



County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 26
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors of Sonoma County

Board Agenda Date: April 23, 2013

Vote Requirement: Majority

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

Staff Name and Phone Number:

José Obregón, General Services, 707-565-2977
Jerry Dunn, Human Services, 707-565-5855

Supervisorial District(s):

All

Title: Lease expansion and new lease for Human Service Department / Economic Assistance Division

Recommended Actions:

1. Authorize the Clerk to publish a notice, declaring the Board's intention to execute a new lease with Parkway Properties 14, LLC, for approximately 28,864 sq. ft., for an initial rate of \$1.62 per sq. ft. per month (approximately \$46,760.00 per month or \$561,116.00 per year), subject to adjustment as more particularly described in said lease, for an initial term of seven years, plus options to extend the term of the lease and the rentable area in the building located at 520 Mendocino Avenue, Santa Rosa, CA; and
2. Authorize the General Services Director, or his Deputy, to execute a letter-agreement whereby the landlord of said building will prepare architectural construction drawings and apply for building permits prior to potential execution of the proposed lease by the Board.

Executive Summary:

General. This matter involves a proposed new lease for the Human Services Department ("H.S.D.") Economic Assistance Division. H.S.D. currently occupies approximately 21,806 rentable sq. ft. of office space, in the building located at 520 Mendocino Avenue, Santa Rosa ("Premises"), under a lease, dated July 28, 1998 ("1998 Lease"), with Parkway Properties 14, LLC ("Landlord"). On November 27, 2007, your Board authorized the County to exercise a five-year option to extend the term through December 31, 2013.

The Economic Assistance Service Center (EASC) located at 520 Mendocino Avenue serves individuals and families receiving Medi-Cal, CalFresh, Path2Health and County Medical Services Program (CMSP) benefits and services (approximately 49,000 ongoing cases). H.S.D. currently has 99 employees at EASC, including 14 Eligibility Workers hired to fill open positions and new positions in preparation for health care reform, pursuant to the Patient Care and Affordable Care Act (Health Care Reform).

H.S.D. wishes to lease approximately 7,058 rentable sq. ft. ("expansion space")(Attachment 1) of additional office space on the 2nd floor in the same building it currently occupies, to accommodate the addition of 25 current and future FTE staff positions, provide conference rooms and storage space necessary for its Medi-Cal, CalFresh, CMSP, Path2Health, and Health Care Reform Programs. The total leased premises after the addition of the Expansion Space would be approximately 28,864 rentable sq. ft.

Proposed New Lease. As the 1998 Lease expires on December 31, 2013, staff entered into negotiations with the Landlord, in order to: 1) lower the monthly rent currently being paid by H.S.D., which is \$2.62 per sq. ft., or \$57,131.72 per month; 2) redefine the premises to include the proposed expansion space; and 3) memorialize the negotiated terms into a lease.

According to the terms of the proposed lease, the occupancy date would occur on or about August 1, 2013. The proposed rental rate of \$1.62 per sq. ft. with full service, approximates market rental value in the opinion of the Interim Real Estate Manager. The base rental rate for the new premises would be annually adjusted, using the Consumer Price Index, but in no case would rent be increased more than 4% per annum. Attachment 2 is a summary of lease terms as agreed upon with the Landlord through the negotiation process.

Lease Savings. The current rental rate under the 1998 Lease is \$2.62 per sq. ft., which rental rate includes the parking permit fee of approximately \$.25 per sq. ft. County Real Estate staff negotiated a lower rental rate of \$1.62 per sq. ft. for the proposed new lease, which would not include the monthly parking permit fee. Under the proposed lease, the County would be responsible for securing its own off-site parking permits at its cost. In the event that the parking permit fees charged by the City of Santa Rosa exceeded the annual Consumer Price Index ("CPI") increase, Landlord would reimburse the County for the actual cost increase above the parking permit fees, not to exceed 10%. The savings realized with the new negotiated rental rate of \$1.62 per sq. ft. for the existing Premises pursuant to the 1998 Lease, for the period of August 1, 2013 (commencement date of the proposed lease) through December 31, 2013 (expiration of the original 1998 Lease) would total approximately \$81,772.50.

Proposed Letter Agreement: In order to expedite construction of the expansion space and to facilitate efforts to have the Expansion Space ready as early as possible in consideration of the proposed additional staffing for Health Care Reform, staff proposes a letter-agreement whereby the landlord will proceed with construction drawings and permit applications during the public noticing period required by the California Government Code, provided the County guarantees reimbursement of these costs, in an amount not to exceed \$25,000, should the Board of Supervisors not approve the proposed lease by May 21, 2013. In the event the County executes the proposed lease, County will have no obligation to reimburse landlord for these costs, as they are a landlord responsibility under the proposed lease. The letter-agreement (Attachment 3) is proposed as a means to attain the targeted occupancy date of August 1, 2013.

Funding. Funding for the rent and utilities for the new lease is included in the H.S.D. F.Y. 2013-2014 Budget. Funding for the tenant improvements is included in a capital projects account dedicated to Human Services improvement costs.

Recommendations. Staff recommends that the Board:

1. Authorize the Clerk to publish a notice, declaring the Board’s intention to execute a new lease with Parkway Properties 14, LLC, for approximately 28,864 sq. ft., for an initial rate of \$1.62 per sq. ft. per month (approximately \$46,760.00 per month or \$561,116.00 per year), subject to adjustment as more particularly described in said lease, for seven years plus options, in the building located at 520 Mendocino Avenue, Santa Rosa, CA; and
2. Authorize the General Services Director, or his Deputy, to execute a letter-agreement whereby the landlord of said building will prepare architectural construction drawings and apply for building permits prior to potential execution of the proposed lease by the Board.

This matter will return to the Board at 8:30 A.M. on May 21, 2013, for possible consummation of the proposed lease for 520 Mendocino Avenue, Santa Rosa, CA.

Prior Board Actions:

11/27/07—Authorized General Services Director, or his Deputy, to exercise option to extend lease term
 05/13/13—Authorized General Services Director to exercise option to extend lease term
 07/28/98—Authorized Chairman to execute lease
 06/28/98—Declared intent to enter into lease
 12/16/97—Authorized General Services Director to secure additional space to implement SonomaWORKS program

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

The proposed lease allows the H.S.D. Economic Assistance Division to provide space for additional program staff for Health Care Reform, within the same building as its current Premises, which is centrally located in downtown Santa Rosa, and close to public transportation.

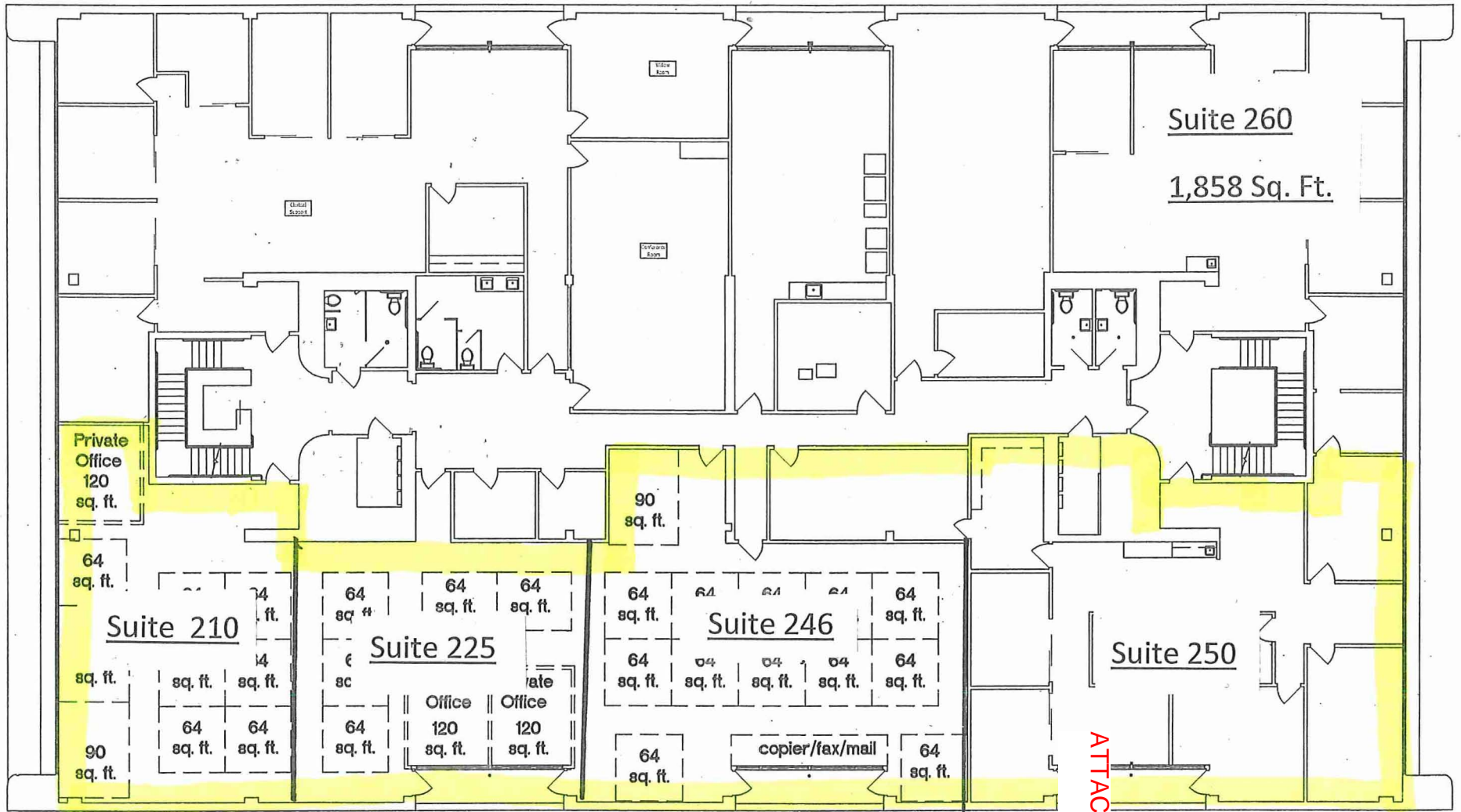
Fiscal Summary - FY 12-13

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

Narrative Explanation of Fiscal Impacts (If Required):

The proposed commencement date for the new premises is anticipated to be August 1, 2013, with no resultant increase in monthly lease rent for the Fiscal Year 2012-2013. Lease costs for Fiscal Year 2013-2014 are included in the Proposed Budget.

| Staffing Impacts | | | |
|---|---|------------------------------|------------------------------|
| Position Title (Payroll Classification) | Monthly Salary Range (A – I Step) | Additions (Number) | Deletions (Number) |
| | | | |
| | | | |
| Narrative Explanation of Staffing Impacts (If Required): | | | |
| | | | |
| Attachments: | | | |
| Attachment 1 - preliminary floor plan Attachment 2 - proposed lease terms Attachment 3 - letter agreement Attachment 4 - public notice request | | | |
| Related Items “On File” with the Clerk of the Board: | | | |
| Copy of proposed lease | | | |



520 Mendocino Ave. Santa Rosa CA. Second Floor T.I. Area

ATTACHMENT 1



Attachment 2

Proposed New Facility Lease Terms

- Premises:** Approximately 28,864 rentable sq. ft. of office space located in that three-story building (Building) commonly known as 520 Mendocino Avenue, in the City of Santa Rosa. (Please see the attached preliminary floor plan.)
- Parking:** County will be responsible for securing its own off-site parking permits at its cost. In the event that the City of Santa Rosa cost per parking permit increases at a rate that exceeds the annual CPI increase (using the 1982-1984 San Francisco/Oakland/San Jose "all items" Bay Area CPI), for any lease year, Landlord will reimburse County the actual cost increase above the parking permit fee for each parking permit used by County, NTE 10%. The total number of parking permits subject to reimbursement by Landlord is 125, in the public parking garage in closest proximity to the Building.
- Initial Term:** 7 years, with three, 3-year options to extend the term.
- Rental Rate:** \$1.62 per sq. ft. per month, full-service. Landlord is responsible for all building expenses, including janitorial.
- Rental Adjustment:** The rental rate is increased on the first anniversary of the lease year by the CPI rate for the Oakland-San Francisco-San Jose area, with a maximum of three percent (4%) per annum.
- Tenant Improvements:** The premises will be constructed by the Landlord to meet the specific requirements of the Human Services Department Economic Assistance Division, pursuant to preliminary architectural program and outline specifications approved and provided by County. Landlord shall pay for all design and architectural services, completion of construction documents and permitting for construction of the tenant improvements.
- Termination:** The County may terminate the lease, upon 180 days' prior written notice and upon payment of unamortized tenant improvements, lease concessions, legal fees and brokerage commissions, if: (a) the County Board of Supervisors or the State of California fails to appropriate sufficient funds for the rental of the property; (b) the County Board of Supervisors or the State of California discontinues, in whole or in part, the program; (c) the funding, whether County, State or Federal, for the program is reduced or withdrawn; or (d) for any other reason.

Attachment 3

April 24, 2013

Parkway Properties 14, LLC
In c/o Keegan & Coppin, Inc.
Attn: Dave Peterson, Partner
1355 N. Dutton Avenue
Santa Rosa, CA 95401-7110

Re: Proposed lease ("Lease") between Parkway Properties 14, LLC ("Landlord") and the County of Sonoma ("County") for premises located at 520 Mendocino Avenue, Santa Rosa, CA ("Premises")

Dear Mr. Peterson:

In order to expedite construction of the Premises as defined by the above-referenced proposed Lease, County is willing to guarantee certain costs, as outlined below, provided that Landlord diligently proceeds with design of the Premises and applies for all applicable permits.

This guarantee is subject to the following conditions:

- (1) In the event the Lease is executed by County on or before August 1, 2013, then this guarantee shall be of no force or effect, and County shall not be required to reimburse Landlord for any costs.
- (2) In the event the Lease is not executed by County on or before August 1, 2013, then County shall reimburse Landlord for actual costs incurred in preparing architectural design development and construction drawings based on the preliminary space plan attached to the Lease; provided, however, that in no event shall County be required to reimburse Landlord in an amount greater than Twenty-Five Thousand and No/100 Dollars (\$25,000.00), nor shall County be required to reimburse Landlord for any costs incurred after August 1, 2013.
- (3) In the event the Lease is executed after August 1, 2013, then Landlord shall refund any monies received from County hereunder within thirty (30) days of the execution date of the Lease.
- (4) This guarantee shall only be binding on County in the event it is executed by the General Services Director, or his Deputy.

Attachment 3

If you are in agreement with the terms of this guarantee, please have the appropriate person sign this letter where indicated below and return a copy of it to me.

Very truly yours,

Gene Clark
Deputy Director
County of Sonoma

“Landlord”: Parkway Properties, LLC, a California limited liability company

By: _____

Date: _____

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

By: _____
José Obregón, Director,
General Services Department

Date: _____

**PUBLIC NOTICE
OF INTENT OF COUNTY
TO LEASE REAL PROPERTY**

NOTICE IS GIVEN that the Sonoma County Board of Supervisors intends to authorize the Director of the Department of General Services, or his Deputy, to lease approximately twenty-eight thousand eight hundred sixty-four (28,864) sq. ft. of improved office space, more or less depending on final configuration, in that certain office building ("Building") located at 520 Mendocino Avenue, Santa Rosa, California, for use by the Human Services Department Economic Assistance Division. The Board intends to lease the premises from Parkway Properties 14, LLC, a California limited liability company ("Landlord"), for the base monthly full service rental of One and 62/100 Dollars (\$1.62) per sq. ft. of office space, said rental subject to increase as set forth in the proposed lease, for a seven (7) year initial term, with options, commencing no later than August 1, 2013, after completion of the tenant improvements by the Landlord. Additional information regarding the proposed lease is available for public review at the Office of the Director of the Sonoma County General Services Department, 2300 County Center Drive, Suite A200, Santa Rosa, California 95403. The Board of Supervisors will meet on May 21, 2013, at 8:30 a.m. at the Sonoma County Administration Building, Room 102A, 575 Administration Drive, Santa Rosa, California to consummate the lease.

Clerk of the Board of Supervisors

Public notice of the County's intention to lease the Property shall be published once a week for three successive weeks in accordance with Government Code Section 25350 and 6063.



County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 27
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors of Sonoma County

Board Agenda Date: April 23, 2013

Vote Requirement: Majority

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

Staff Name and Phone Number:

Rita Scardaci, 565-4700

Supervisorial District(s):

Countywide

Title: Aurora Behavioral Health Care Santa Rosa Designation

Recommended Actions:

Adopt a resolution designating Aurora Behavioral Health Care - Santa Rosa as a 72-Hour Evaluation and Intensive Treatment Facility for both minors and adults under Welfare and Institutions Code Sections 5000 et seq. (adults) and 5585.50 et seq. (minors) and authorizing the application of Welfare and Institutions Code Section 5270.10 30-day certifications in Sonoma County.

Executive Summary:

This item recommends adoption of a resolution to allow Aurora Behavioral Health Care of Santa to detain and treat individuals and minors for the periods of 72 hours, 14 days, and up to an additional 30 days for individuals who remain gravely disabled.

Background:

In 2009, Aurora Behavioral Health Care (Aurora) purchased the psychiatric inpatient hospital on Fulton Road in Santa Rosa. In addition to their Santa Rosa facility, Aurora currently operates four hospitals in California; one in Chicago, Illinois and two in Arizona. The Santa Rosa facility will include 93 private and semi-private beds providing behavioral health services to adults, adolescents, and seniors. Aurora is currently working with the California Office of Statewide Health Planning and Development for approval to begin admitting patients at the Santa Rosa facility with a proposed opening in May 2013.

Under California law, the Board of Supervisors designates which facilities in the County may provide treatment and evaluation services to involuntary patients admitted to an inpatient facility under the Lanterman-Petris-Short (LPS) Act (Welfare and Institutions Code Sections 5000-5550). The designated facilities must also be approved by the California Department of Health Care Services as an inpatient psychiatric hospital.

The LPS Act sets forth the specific criteria and procedures for the involuntary detention of individuals for periods of 72 hours (Welfare and Institutions Code Section 5150), 14 days (Welfare and Institutions Code Section 5250), and when necessary, an additional 30-day detention (Welfare and Institutions Code Section 5270.10). The Children's Civil Commitment and Mental Health Treatment Act of 1988 sets forth

the specific criteria and procedures for the involuntary detention of minors for periods of 72 hours (Welfare and Institutions Code Section 5585). Adoption of this resolution by the Board will allow Aurora to detain and treat individuals and minors for the periods of 72 hours, 14 days, and up to an additional 30 days for individuals who remain gravely disabled.

Individuals hospitalized involuntarily have the right to pursue judicial processes to challenge the imposition of involuntary treatment. California counties and local courts are responsible for providing and paying the costs of the required hearings. The Department of Health Services contracts with qualified individuals to act as hearing officers. The costs associated with these responsibilities depend on the number of hearings requested by clients being treated on an involuntary basis. In FY 12-13 costs totaled \$25,000 and are expected to remain the same in FY 13-14. Since Aurora will also be serving residents of other counties, the Department will, to the extent allowable by applicable law, make sure that costs associated with hearings for out-of-county clients be passed on to their county of residence.

The Department of Health Services will enter into an agreement with Aurora through the authorization provided by the Board in June 2012. Each year the Department refers approximately 450-500 clients to its current network of inpatient psychiatric facilities including Marin General Hospital, St. Helena Hospital in Napa County, and other out-of-county facilities. The Aurora facility provides a local option to complement the existing network of inpatient psychiatric facilities thus improving access for both the patient and his or her family members.

Clients will be referred to Aurora by Sonoma County Behavioral Health Psychiatric Emergency Services. Referred clients will have private insurance and/or Medicare coverage. The Department is only financially responsible for clients with Medi-Cal or who have no health insurance. In addition, in-custody inmates from the Sonoma County Main Adult Detention Center and individuals placed at Sonoma County Juvenile Hall by the Probation Department may be referred to Aurora. Having a local facility will allow close coordination between Aurora and Department staff to ensure the provision of appropriate hospital and post-hospital services.

Prior Board Actions:

None

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

This action will improve access to local, high quality inpatient behavioral health services in Sonoma County.

Fiscal Summary - FY 12-13

| Expenditures | | Funding Source(s) | |
|---------------------------|-------------|--------------------------|-------------|
| Budgeted Amount | \$ 0 | County General Fund | \$ 0 |
| Add Appropriations Req'd. | \$ 0 | State/Federal | \$ 0 |
| | \$ | Fees/Other | \$ 0 |
| | \$ | Use of Fund Balance | \$ 0 |
| | \$ | Contingencies | \$ 0 |
| | \$ | | \$ |
| Total Expenditure | \$ 0 | Total Sources | \$ 0 |

Narrative Explanation of Fiscal Impacts (If Required):
 There is no fiscal impact associated with the Recommended Action.

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

Narrative Explanation of Staffing Impacts (If Required):
 N/A

Attachments:
 Resolution

Related Items "On File" with the Clerk of the Board:
 None



County of Sonoma

State of California

Date: April 23, 2013

Resolution Number: _____

4/5 Vote Required

Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, designating Aurora Behavioral Health Care - Santa Rosa as an Involuntary Detention Facility for Minors and Adults and authorizing the application of Article 4.7 of Chapter 2 of the Lanterman-Petris-Short Act in the County of Sonoma.

Whereas, California Code of Regulations, Title 9, Article 3, Sections 821 authorizes the Board of Supervisors to designate facilities for involuntary detention of psychiatric patients; and

Whereas, Aurora Behavioral Health Care Santa Rosa psychiatric hospital ("Aurora") has applied to the County to be designated as a 72-Hour Evaluation and Intensive Treatment Facility pursuant to Welfare & Institutions Code §§ 5000 et seq (applicable to adults) and Welfare and Institutions Code sections 5585.50 et seq (applicable to minors); and

Whereas, this Board is satisfied that it is in the best interests of the County and its residents that Aurora be designated as a 72-Hour Evaluation and Intensive Treatment Facility for both minors and adults pursuant to Welfare and Institutions Code sections 5000 et seq and sections 5585.50 et seq; and

Whereas, in enacting Article 4.7 of Chapter 2 of the LPS Act ("Article 4.7") it was the Legislature's intent to reduce the number of gravely disabled persons for whom conservatorship petitions are filed and who are placed under the authority of a temporary conservator simply to obtain an additional period of treatment; and

Whereas, under Article 4.7 a person who has completed a 14-day period of intensive treatment may be certified for an additional 30 days of intensive treatment under specified conditions, with additional safeguards for that person's individual rights, as an alternative to conservatorship which can last up to one year; and

Whereas, at least sixteen counties in California have implemented Article 4.7 and have reported positive results in terms of reduction of the number of people placed on conservatorship with a resulting reduction in net county costs; and

Whereas, this Board is advised that the County of Sonoma will likely experience a reduction in net County cost by authorizing the application of Article 4.7.

Now, Therefore, Be It Resolved that this Board does:

1. Designate Aurora Behavioral Health Care Santa Rosa psychiatric hospital as a 72-Hour Evaluation and Intensive Treatment Facility for both minors and adults under

Welfare & Institutions Code §§ 5000 et seq. (adults) and sections 5585.50 et seq. (minors).

2. Find that any additional costs incurred by the County of Sonoma in the implementation of Article 4.7 of Chapter 2 of the LPS Act will be funded by funds redirected from cost savings resulting from the implementation so that no current service reductions will occur.
3. Authorize the application of Article 4.7 of Chapter 2 of the LPS Act in the County of Sonoma.

Supervisors:

| | | | | |
|--------|-------|----------|-----------|----------|
| Gorin: | Zane: | McGuire: | Carrillo: | Rabbitt: |
| Ayes: | Noes: | Absent: | Abstain: | |

So Ordered.



County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 28
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors of Sonoma County

Board Agenda Date: April 23, 2013

Vote Requirement: Majority

Department or Agency Name(s): Human Services

Staff Name and Phone Number:

Stacy Perkins 565-5874

Supervisorial District(s):

All

Title: CalWIN Client Correspondence Printing Services Amendment

Recommended Actions:

Authorize the Director of Human Services to execute the first amendment to the current agreement with Document Fulfillment Services (DFS) for printing and mailing services (including postage) of CalWIN Client Correspondence, expanding the scope to include processing renewal packets and increasing the contract by \$725,000, for a new total not to exceed \$1,522,325 (no change to the term, through June 30, 2015).

Executive Summary:

This item requests authorization to execute the CalWIN Client Correspondence Printing Services Amendment Number 1 with Document Fulfillment Services (DFS) to provide increased funding due to higher than anticipated caseload services as well as expand the scope of work to include new services related to processing renewal packets.

The additional amount needed for the remaining two years of the Agreement is \$725,000. When added to the original Agreement amount of \$797,325, the amended Agreement will be \$1,522,325 for the full five year term of 7/1/2010 to 6/30/2015.

This amendment is necessary because actual caseload growth exceeded estimates contained in the original agreement and beginning in May 2013, new functionality in the CalWIN system will allow for the automation of the current manual process of creating Medi-Cal Renewal packets. DFS has the technology and capability to handle this automated process which will greatly reduce cost and workload from the current manual process.

Background:

All California counties are mandated to be in one of the three Statewide Automated Welfare System (SAWS) consortia. Sonoma County belongs to the Welfare Client Data Systems consortium of 18 Counties which utilizes the CalWIN automated system. The Human Services Department (HSD) uses

CalWIN, an integrated online, real-time automated system with 26 subsystems to support eligibility and benefits determination, client correspondence, management reports, interfaces and case management for public assistance programs which include CalWORKs, CalFresh, Medi-Cal, CMSP, General Assistance and Foster Care.

The eligibility process and requirements for written, timely notice to clients make printing a critical component of the case management process. The existing CalWIN Information Technology Agreement does not include printing services, so the 18 CalWIN consortium counties are required to provide their own printing solutions. Consortium members have developed a strategy that attempts to standardize the printing solution, maintains data integrity, avoids duplication of effort, meets regulatory requirements and is cost effective in the CalWIN environment. This strategy has resulted in the development of a common scope of work for printing solutions to be used in each county.

Sacramento County took the lead on behalf of the multi-county consortium and procured a competitively bid contract for the provision of CalWIN Client Correspondence Printing and Mailing Services. DFS was awarded the contract based on their good pricing schedule, quality standards and proven service. (DFS has been the printing vendor for the majority of the consortium counties since CalWIN first went live in 2003.) All consortium counties had the option of piggybacking on their contract which leveraged economies of scale in pricing and resulted in a reduced price for the same services. HSD reviewed the proposals and contract award from the RFP issued by Sacramento and the Board of Supervisors approved our participation in the Agreement.

Prior Board Actions:

June 28, 2005: Approved CalWIN Correspondence Printing Agreement with Document Fulfillment Services (DFS).

July 21, 2009: Approved Amendment II to the Information Technology Agreement continuing Sonoma County's participation in the CalWIN Project.

June 22, 2010: Approved CalWIN Correspondence Printing Agreement with DFS for printing and mailing of CalWIN Client Correspondence

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

Allows the Human Services Department to communicate timely with clients regarding their benefits and services.

Fiscal Summary - FY 12-13

| Expenditures | | Funding Source(s) | |
|---------------------------|-------------|--------------------------|-------------|
| Budgeted Amount | \$ | | \$ |
| Add Appropriations Req'd. | \$ | State/Federal | \$ |
| | \$ | Fees/Other | \$ |
| | \$ | Use of Fund Balance | \$ |
| | \$ | Contingencies | \$ |
| | \$ | | \$ |
| Total Expenditure | \$ 0 | Total Sources | \$ 0 |

Narrative Explanation of Fiscal Impacts (If Required):

No impact on the current year approved budget. The costs for this contract are in the FY 2013-14 proposed 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:

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

Amendment to the CalWIN Correspondence Printing Agreement with DFS for printing and mailing of CalWIN Client Correspondence.



County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 29
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors of Sonoma County

Board Agenda Date: April 23, 2013

Vote Requirement: Majority

Department or Agency Name(s): Human Services

Staff Name and Phone Number:

Stacy Perkins 565-5874

Supervisorial District(s):

Title: Amendment III to the Information Technology Agreement

Recommended Actions:

Authorize the Chairperson of the Board of Supervisors to execute Amendment No. III to the Information Technology Agreement with HP Enterprise Services, LLC, formerly known as Electronic Data Systems, LLC, for CalWORKs Information Network (CalWIN) Development, Implementation, Maintenance and Operation Services for the 18 CalWIN Counties, \$2,836,537; effective July 1, 2013 through July 31, 2015.

Executive Summary:

All California counties are mandated to be in one of the three Statewide Automated Welfare System (SAWS) consortia. Sonoma County belongs to the Welfare Client Data Systems (WCDS) consortium of 18 Counties which utilizes the CalWIN automated system. The Human Services Department uses the CalWIN application to determine the eligibility and benefit levels of multiple entitlement programs. This application also provides state reporting and other administrative information. This automated system enables us to provide services and benefits to our most vulnerable residents.

Background:

On June 28, 1999, the Sonoma County Board of Supervisors approved the initial Agreement with Electronic Data Systems (EDS) for CalWIN application Development, Implementation, and Maintenance and Operation (M&O) Services.

On November 6, 2007, Sonoma County Board of Supervisors approved Amendment I to the Agreement to extend services through July 31, 2010 and to increase the maximum reimbursable amount of the Agreement to cover additional maintenance and operation costs.

On July 21, 2009, The Sonoma County Board of Supervisors approved Amendment II to the Agreement exercising the contract extension available in Agreement I. Amendment II allowed:

- the Consortium to resolve caseload growth issues
- the Consortium to address business needs within current fiscal constraints: for example hardware and software upgrades, new Service Level Agreements, Client Correspondence

Maintenance and Reference Table Maintenance

- the Consortium time to complete a competitive solicitation process for the continuation of CalWIN Maintenance and Operation services
- and continuity of current operations to July 31, 2013.

The Department recommends exercising Amendment No. III to extend the current Agreement while an RFP process is conducted for maintenance and operation services. WCDS did not receive timely authorization from the State and Federal for the new RFP which has caused the delay and requires extension of the current contract. The Maintenance & Operations Project Request for Proposal (for CalWIN) was released on March 1, 2013 however the procurement process will not be completed prior to the current Agreement expiration. Due to the large scope of the RFP and program work and the large number of parties in the agreement, staff recommends extending the current contract for two years to allow for this process.

For the period of July 1, 2013 through July 31, 2015, the cost of the proposed Amendment for the 18 counties is \$124,218,402 and will increase the total maximum reimbursable amount of the Agreement to \$806,380,443 and will be offset with State and Federal funds. The cost for Sonoma County's share of services is \$2,836,537 with a net County General Fund cost of \$141,826 after Federal and State reimbursement.

Prior Board Actions:

06/28/1999: Approved the initial Agreement with EDS for CalWIN Development, Implementation, M&O Services for the 18 CalWIN Counties.

12/11/2007: Approved and authorized the Chair to execute Amendment No. I to the Agreement with EDS for CalWIN Development, Implementation, M&O Services.

07/21/2009: Approved and authorized the Chair to execute Amendment No. II to the Agreement with EDS for CalWIN Development, Implementation, Maintenance and Operation Services.

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

Allows the Human Services Department to provide direct services and benefits to eligible Sonoma County individuals and families.

Fiscal Summary - FY 12-13

| Expenditures | | Funding Source(s) | |
|---------------------------|-------------|--------------------------|-------------|
| Budgeted Amount | \$ | | \$ |
| Add Appropriations Req'd. | \$ | State/Federal | \$ |
| | \$ | Fees/Other | \$ |
| | \$ | Use of Fund Balance | \$ |
| | \$ | Contingencies | \$ |
| | \$ | | \$ |
| Total Expenditure | \$ 0 | Total Sources | \$ 0 |

Narrative Explanation of Fiscal Impacts (If Required):

No impact on the current year approved budget. The costs for this contract are in the FY2013-14 proposed budget.

Staffing Impacts

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

Narrative Explanation of Staffing Impacts (If Required):

None

Attachments:

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

Information Technology Agreement



County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 30
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors

Board Agenda Date: April 23, 2013

Vote Requirement: Majority

Department or Agency Name(s):

Staff Name and Phone Number:

Stacy Perkins 565-5874

Supervisorial District(s):

Title: Renewal Agreement for Welfare Client Data Systems Management

Recommended Actions:

Authorize the Director of Human Services to sign the renewal agreement with the California State Association of Counties (CSAC) for the continued provision of Welfare Client Data Systems management services for the period of July 1, 2013 through June 30, 2014 in the amount of \$125,274.

Executive Summary:

This item recommends renewal of the agreement between the Human Services Department and the California State Association of Counties for the continued use and provision of the CalWIN system. The Human Services Department (HSD) uses the CalWIN computer application, an integrated online, real-time automated system with 26 subsystems to support eligibility and benefits determination, client correspondence, management reports, interfaces and case management for public assistance programs including:

1. California Work Opportunity and Responsibility to Kids (CalWORKs)
2. CalFresh, formerly known as Food Stamps
3. Medi-Cal and the County Medical Services Program (CMSP)
4. Foster Care
5. Adoption Assistance
6. County General Assistance
7. Child Care

HSD is a member of the Welfare Client Data Systems (WCDS) Consortium for the operation and management of the CalWIN application. The California State Association of Counties (CSAC) provides administrative support, such as payroll and benefits services, for the WCDS staff. This Agreement will authorize Sonoma County's payment for a proportionate share of the cost for WCDS management services and continued membership in the Consortium as participation in the Contract vehicle with CSAC is required as a condition of Consortium membership.

The WCDS Consortium jointly manages CalWIN with Hewlett-Packard Enterprise Services, LLC, who maintains CalWIN application development, implementation, maintenance and operation services for the 18 CalWIN counties of Alameda, Contra Costa, Fresno, Orange, Placer, Sacramento, San Diego, San Francisco, San Luis Obispo, San Mateo, Santa Barbara, Santa Clara, Santa Cruz, Solano, Sonoma, Tulare, Ventura and Yolo.

From its inception, the Counties in the WCDS Consortium have contracted with the California State Association of Counties (CSAC) to employ certain Consortium staff on behalf of the Counties. Directed by and serving at the discretion of the WCDS Consortium Board of Directors, this staff manages daily operations of the CalWIN System and other business of the Consortium.

This agreement between CSAC and the CalWIN Consortium Counties is for the period July 1, 2013 through June 30, 2014. This agreement is renewed yearly.

Prior Board Actions:

The Board annually approves the Welfare Client Data Systems Management Agreement. The Board approved the last agreement on May 22, 2012.

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

Allows the Human Services Department to continue using the CalWIN system which is necessary to support eligibility and benefits determination, client correspondence, management reports, interfaces and case management for public assistance programs.

Fiscal Summary - FY 12-13

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

Narrative Explanation of Fiscal Impacts (If Required):

No impact to current year approved budget. The costs for this contract are in the FY2013-14 proposed budget.

| Staffing Impacts | | | |
|---|---|------------------------------|------------------------------|
| Position Title (Payroll Classification) | Monthly Salary Range (A – I Step) | Additions (Number) | Deletions (Number) |
| | | | |
| | | | |
| Narrative Explanation of Staffing Impacts (If Required): | | | |
| None. | | | |
| Attachments: | | | |
| None. | | | |
| Related Items “On File” with the Clerk of the Board: | | | |
| Welfare Client Data Systems Management Agreement | | | |



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: The Board of Supervisors of Sonoma County

Board Agenda Date: April 23, 2013

Vote Requirement: 4/5

Department or Agency Name(s): Information Systems

Staff Name and Phone Number:

Joe Galvan 565-2398

Supervisorial District(s):

Countywide

Title: Approve Records Retention Schedules

Recommended Actions:

Adopt a Resolution approving records retention schedules and authorizing the destruction of records for Agricultural Commissioner-Commissioner and Agricultural Commissioner-Weights and Measures.

Executive Summary:

Countywide records retention schedules are used by all departments for common records type. Additionally, each department has developed their own retention schedules which are specific to the records type of their business function and not appropriate to include in the County-wide retention schedules. Following the practice of department/program-specific retention schedules, revised retention schedules have been prepared for Agricultural Commissioner-Commissioner and Agricultural Commissioner-Weights and Measures.

This County department has obsolete records which no longer provide administrative, fiscal, legal, research, or historical value, yet consume office records storage space and filing equipment.

The retention schedules were developed to provide continuing authority to the department to both retain and destroy records. All retention periods have been thoroughly reviewed by the Records Manager, the Department Head, County Counsel, Auditor-Controller-Treasurer-Tax Collector, and the County Historical Records Commission to ensure that administrative, legal, fiscal, and archival requirements have been met. Retention schedules, or changes thereto, must be reviewed and signed off by the County Records Manager, Department Head, County Counsel, Auditor-Controller, County Historical Records Commission, and approved by a 4/5ths vote of the Board of Supervisors as per CAO Administrative Policy 6-1 "Policy for Records Retention, Storage and Destruction", Section IV. "Records Retention Schedules".

Prior Board Actions:

11/4/1997: Resolution # 97-1417; 10/5/2004: Resolution # 04-0932 approving records retention schedules and authorizing the destruction of records for Agricultural Commissioner-Commissioner. 10/19/1993: Resolution # 93-

1564; 11/4/1997: Resolution # 97-1417 approving retention schedules and authorizing the destruction of records for Agricultural Commissioner-Weights and Measures.

Strategic Plan Alignment Goal 4: Civic Services and Engagement

Fiscal Summary - FY 12-13

| Expenditures | | Funding Source(s) | |
|---------------------------|-------------|----------------------|-------------|
| Budgeted Amount | \$ | County General Fund | \$ |
| Add Appropriations Req'd. | \$ | State/Federal | \$ |
| | \$ | Fees/Other | \$ |
| | \$ | Use of Fund Balance | \$ |
| | \$ | Contingencies | \$ |
| | \$ | | \$ |
| Total Expenditure | \$ 0 | Total Sources | \$ 0 |

Narrative Explanation of Fiscal Impacts (If Required):

N/A

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 approving records retention schedules and authorizing destruction of records; Records Retention Schedule-Commissioner; Records Retention Schedule-Weights & Measures.

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

Requests for Approval of Records Retention Schedule (2)



County of Sonoma

State of California

Date: April 23, 2013

Resolution Number: _____

4/5 Vote Required

Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, Approving Records Retention Schedules And Authorizing The Destruction Of Records.

Whereas, County records are subject to the destruction provisions of the Government Code Section 26201, 26202, 26205 and 26205.1 and the Board of Supervisors, under these codes, may authorize the destruction of such records, and

Whereas, the proposed records retention schedules have been extensively reviewed as set forth in the "Request for Approval of Records Retention Schedule", and

Whereas, the retention schedules supersede any previous schedule approved by the Board of Supervisors, and

Whereas, records retention schedules constitute an active, continuing program for the disposal of records, and approval of a records retention schedule constitutes continuing approval for the department head to properly dispose of the records as indicated on the schedule.

Now, Therefore, Be It Resolved that the Board of Supervisors of the County of Sonoma approves records retention schedules and authorizes destruction of records in accordance with the approved schedules for the following department:

Agricultural Commissioner-Commissioner - Schedule #3

Agricultural Commissioner-Weights and Measures - Schedule #3

Supervisors:

Gorin:

Zane:

McGuire:

Carrillo:

Rabbitt:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.

AGRICULTURAL COMMISSIONER

COMMISSIONER

| Item Number | Record Series Title | Description | Total Retention | Archival Confidential Vital | Legal Citations |
|---|--|--|-----------------|-----------------------------|--|
| AGCM-0660 | ACREAGE MAPPING SURVEY | Annual mapping survey of County agricultural land. Plant production data is confidential. State contract requires records to be kept for 3 years after final payment. For hand marked maps see Agricultural Commissioner's Historical Records (AGCM-0020). | AE+3 | A: No C: Yes V: No | Govt 6254 (e) Sonoma County Code of Ordinances 11.14.020 A. 3 |
| <u>Typical Document Types:</u> Database, printouts | | | | | |
| AGCM-0020 | AGRICULTURAL COMMISSIONER'S HISTORICAL RECORDS | Records that document the history of agriculture in Sonoma County. If the Department no longer wants to keep the records, send to the Sonoma County Archives for permanent retention. | PERM | A: Yes C: No V: No | Govt 6254 (e) Sonoma County Code of Ordinances 11.14.020 A. 3 |
| <u>Typical Document Types:</u> Production history, crop reports, acreage statistics, photographs, hand marked maps showing commodity locations | | | | | |
| AGCM-0030 | ANIMAL AND PEST DAMAGE | Records of animal and pest damage. | CAL+5 | A: No C: No V: No | Govt 6254 (e) Sonoma County Code of Ordinances 11.14.020 A. 3 |
| <u>Typical Document Types:</u> Pest Damage Record (PDR), damage surveys, field and house calls, reports | | | | | |
| AGCM-0060 | BIOLOGICAL CONTROL RECORDS | Records of the release of biological agents to control weeds and pests. | PERM | A: No C: No V: No | Govt 6254 (e) Sonoma County Code of Ordinances 11.14.020 A. 3 |
| <u>Typical Document Types:</u> Release and collection site information, follow-up inspection | | | | | |

| Item Number | Record Series Title | Description | Total Retention | Archival Confidential Vital | Legal Citations |
|-------------|---|---|-----------------|-----------------------------|--|
| AGCM-0760 | COMMERCIAL APPLICATOR - LICENSED | License, inspection, and use records for advisors, dealers, and operators. The precise location of hazardous materials and personal medical information is confidential. Destroy 2 years after expiration of permit. <u>Typical Document Types:</u> Registration, application, license, permit, inspection, information related to illness, hazardous material documents | AE+2 | A: No C: Yes V: No | Govt 6254 (e) Sonoma County Code of Ordinances 11.14.020 A. 3 |
| AGCM-0090 | COMMERCIAL APPLICATOR - LICENSED VIOLATIONS | Records of legal actions, including violations, in the commercial application program. Personal medical information is confidential. Destroy 2 years after final settlement of action. <u>Typical Document Types:</u> Violations, actions, penalty information, and information related to illness | AE+2 | A: No C: Yes V: Yes | Govt 6254 (e) Sonoma County Code of Ordinances 11.14.020 A. 3 |
| AGCM-0770 | COMMERCIAL APPLICATOR - UNLICENSED | Pest control use files for unlicensed operators. Personal medical information is confidential. <u>Typical Document Types:</u> Information related to illness, use records, violation information | CAL+10 | A: No C: Yes V: No | Govt 6254 (e) Sonoma County Code of Ordinances 11.14.020 A. 3 |
| AGCM-0780 | DETECTION - TRAPPING | Part of a State program to track the population of certain insects. State contract requires records to be kept for 3 years after final payment. <u>Typical Document Types:</u> Daily trapping records | AE+3 | A: No C: No V: No | Govt 6254 (e) Sonoma County Code of Ordinances 11.14.020 A. 3 |
| AGCM-0590 | DIRECT MARKETING | Records of Sonoma and Out of County producers who sell directly to consumers. The State of California Department of Food and Agriculture, Division of Inspection Services permits destruction of direct marketing certificates after 3 years. <u>Typical Document Types:</u> Grower and commodity information, planned schedule of operation, certificate number, signatures | CAL+3 | A: No C: No V: No | Govt 6254 (e) Sonoma County Code of Ordinances 11.14.020 A. 3 |

| Item Number | Record Series Title | Description | Total Retention | Archival Confidential Vital | Legal Citations |
|-------------|--|---|-----------------|-----------------------------|--|
| AGCM-0650 | FISH AND WILDLIFE COMMISSION - AUDIO TAPES | Recordings of the monthly meetings of the Fish and Wildlife Commission. Destroy 1 month after creation. | CR+0/1 | A: No C: No V: No | Govt 6254 (e) Sonoma County Code of Ordinances 11.14.020 A. 3 |
| | | <u>Typical Document Types:</u> Audio recordings | | | |
| AGCM-0550 | FISH AND WILDLIFE COMMISSION - PERMANENT FILES | Permanent files of the Fish and Wildlife Commission. For working files see Project Files - Working Materials (CAAR-0430). | PERM | A: No C: No V: No | Govt 6254 (e) Sonoma County Code of Ordinances 11.14.020 A. 3 |
| | | <u>Typical Document Types:</u> Minutes, successful funding request applications, final project reports, significant correspondence | | | |
| AGCM-0600 | INSPECTION AND TESTING | Records of various inspections or tests carried out by the Agricultural Commissioner's staff. The State of California Department of Food and Agriculture, Divisions of Plant Industry and Inspection Services recommend that inspection records be destroyed after 3 years. | CAL+3 | A: No C: No V: No | Govt 6254 (e) Sonoma County Code of Ordinances 11.14.020 A. 3 |
| | | <u>Typical Document Types:</u> Test results for crop maturity testing, federal phytosanitary certificates, inspection results for pests, weeds, quality of produce, exclusion records | | | |
| AGCM-0250 | INSPECTIONS AND TESTING - VIOLATIONS | Violations found during inspections of fruit, vegetables, eggs, nursery stock, direct marketing, VESCO and quarantine (exclusion records). Destroy 3 years after final settlement of legal action. The State of California Department of Food and Agriculture, Division of Inspection Services recommends that legal actions, including violations, be destroyed after 3 years. | AE+3 | A: No C: No V: Yes | Govt 6254 (e) Sonoma County Code of Ordinances 11.14.020 A. 3 |
| | | <u>Typical Document Types:</u> Violation notices, Notice of Proposed Action (NOPA), enforcement actions, backup | | | |
| AGCM-0710 | NEWSLETTER | Newsletter sent to the agricultural community. | OBSOLETE | A: No C: No V: No | Govt 6254 (e) Sonoma County Code of Ordinances 11.14.020 A. 3 |
| | | Articles on departmental activities | | | |

| Item Number | Record Series Title | Description | Total Retention | Archival Confidential Vital | Legal Citations |
|-------------|------------------------------------|--|-----------------|-----------------------------|--|
| AGCM-0300 | NOXIOUS WEED INFESTATION | Records for each site where there is an infestation of noxious weeds. If the Department no longer wants to keep the records, send to the Sonoma County Archives for permanent retention. <u>Typical Document Types:</u> Site sheets with maps, determination sheets | PERM | A: Yes C: No V: No | Govt 6254 (e) Sonoma County Code of Ordinances 11.14.020 A. 3 |
| AGCM-0720 | ORGANIC REGISTRATION | Annual registration of organic producers, handlers, processors located in Sonoma County. Plant production data is confidential. Send to the County Archives for permanent retention 9 years after the close of the Calendar year. <u>Typical Document Types:</u> Application, registration, renewals, public information forms, reports | CAL+9 | A: Yes C: Yes V: No | Govt 6254 (e) Sonoma County Code of Ordinances 11.14.020 A. 3 |
| AGCM-0320 | ORGANIC REGISTRATION NUMBERS | List of registration numbers granted to organic producers, handlers, and processors in Sonoma County. <u>Typical Document Types:</u> List of permit numbers | PERM | A: No C: No V: No | Govt 6254 (e) Sonoma County Code of Ordinances 11.14.020 A. 3 |
| AGCM-0610 | PERMITS AND LICENSES | Permits and licenses granted by the Agricultural Commissioner's Office. For Pesticide Use Permit Files see Pesticides - Use Permit Files (AGCM-0460). <u>Typical Document Types:</u> Licenses, permits, backup | CAL+3 | A: No C: No V: No | Govt 6254 (e) Sonoma County Code of Ordinances 11.14.020 A. 3 |
| AGCM-0380 | PESTICIDES - CONSULTATION RESPONSE | Notification to other public agencies of potential problems associated with the use of pesticides in the County. <u>Typical Document Types:</u> Returned signed forms | CAL+3 | A: No C: No V: No | Govt 6254 (e) Sonoma County Code of Ordinances 11.14.020 A. 3 |
| AGCM-0400 | PESTICIDES - IDENTIFICATION NUMBER | Site specific identification number granted by the State of California Environmental Protection Agency. <u>Typical Document Types:</u> Initial number, renewals | PERM | A: No C: No V: No | Govt 6254 (e) Sonoma County Code of Ordinances 11.14.020 A. 3 |

| Item Number | Record Series Title | Description | Total Retention | Archival Confidential Vital | Legal Citations |
|-------------|-------------------------------|---|-----------------|-----------------------------|--|
| AGCM-0730 | PESTICIDES - ILLNESS REPORT | Case files for any individual with pesticide illness in Sonoma County. Personal medical information is confidential. The State of California Department of Food and Agriculture, Division of Inspection Services recommends that legal actions, including violations be destroyed after 3 years. | CAL+3 | A: No C: Yes V: No | Govt 6254 (e) Sonoma County Code of Ordinances 11.14.020 A. 3 |
| | | <u>Typical Document Types:</u> Reports, Agricultural Commissioner statement, report of injury or illness, exhibits | | | |
| AGCM-0420 | PESTICIDES - INSPECTION | Declaration of hazardous materials storage from the Santa Rosa Fire Department. The precise location of hazardous materials is confidential. The Santa Rosa Fire Department permits destruction of hazardous materials storage documents after 5 years. | CAL+5 | A: No C: Yes V: No | Govt 6254 (e) Sonoma County Code of Ordinances 11.14.020 A. 3 |
| | | <u>Typical Document Types:</u> Site plan, report plan, inventory statement, record of inspection | | | |
| AGCM-0430 | PESTICIDES - MANIFEST | Hazardous waste manifest that must accompany all shipments of hazardous waste (pesticides). | CAL+3 | A: No C: No V: No | Govt 6254 (e) Sonoma County Code of Ordinances 11.14.020 A. 3 |
| | | <u>Typical Document Types:</u> Generator's number, state manifest document number, information on receiving facility, description of the waste | | | |
| AGCM-0570 | PESTICIDES - SECTION 18 FINAL | Summary reports of pesticide use under a specific quarantine or public health exemption. | CAL+4 | A: No C: No V: No | Govt 6254 (e) Sonoma County Code of Ordinances 11.14.020 A. 3 |
| | | adverse effects | | | |

| Item Number | Record Series Title | Description | Total Retention | Archival Confidential Vital | Legal Citations |
|-------------|-------------------------------|---|-----------------|-----------------------------|--|
| AGCM-0740 | PESTICIDES - USE PERMIT FILES | <p>Pesticide use files for individual growers and other users. The precise location where hazardous materials are stored and personal medical information is confidential.</p> <p>Also known as Grower Files.</p> <p><u>Typical Document Types:</u> Permit, monthly pesticide use report, private applicator certification statement, violations, information related to illness, public records inspection requests</p> | AE+3 | A: No C: Yes V: Yes | Govt 6254 (e) Sonoma County Code of Ordinances 11.14.020 A. 3 |
| AGCM-0750 | VESCO - COMPLETED PROJECTS | <p>Records pertaining to completed permits for the Vineyard Erosion and Sedimentation Control Ordinance (VESCO). Crop information in the notification form is confidential.</p> <p>If the department no longer wants to keep the records, send to the Sonoma County Archives for permanent retention.</p> <p>For Notice of Proposed Action (NOPA) see Inspections and Testing - Violations (AGCM-0700).</p> <p><u>Typical Document Types:</u> Notifications, maps, exemption reports, copy of ordinance</p> | PERM | A: Yes C: Yes V: Yes | Govt 6254 (e) Sonoma County Code of Ordinances 11.14.020 A. 3 |
| AGCM-0630 | VESCO - EXPIRED APPLICATIONS | <p>Records pertaining to Vineyard Erosion and Sedimentation Control Ordinance (VESCO) applications where a permit was never issued. Crop information in the notification form is confidential.</p> <p>Destroy 1 year after filing the permit application including any extentions.</p> <p><u>Typical Document Types:</u> Notifications, application, maps, photos, surveys, reports, plans, worksheets copy of ordinance</p> | AE+1 | A: No C: Yes V: No | Govt 6254 (e) Sonoma County Code of Ordinances 11.14.020 A. 3 |
| AGCM-0620 | VESCO - EXPIRED PERMITS | <p>Records pertaining to Vineyard Erosion and Sedimentation Control ordinance (VESCO) projects that were granted permits but not implemented. Crop information in the notification form is confidential.</p> <p>Destroy 5 years after date of permit approval including any extentions.</p> <p>reports, plans, worksheets, copy of ordinance</p> | AE+5 | A: No C: Yes V: No | Govt 6254 (e) Sonoma County Code of Ordinances 11.14.020 A. 3 |

AGRICULTURAL COMMISSIONER

WEIGHTS AND MEASURES

| Item Number | Record Series Title | Description | Total Retention | Archival Confidential Vital | Legal Citations |
|-------------|--|--|-----------------|-----------------------------|-----------------|
| AGWM-0010 | ANNUAL REPORTS | Annual financial reports for the Weights and Measures Division. <u>Typical Document Types:</u> Report | FY+5 | A: No C: No V: No | |
| AGWM-0180 | BUSINESS FILES | Case files for businesses in Sonoma County that have Weights and Measures inspections. <u>Typical Document Types:</u> Business location information, device registrations | FY+5 | A: No C: No V: No | |
| AGWM-0040 | CERTIFICATE OF CALIBRATION | Certification of the liquid or dry capacity of commercial vehicles. Keep for the life of the vehicle while it is registered in Sonoma County. <u>Typical Document Types:</u> Completed certificates | AE | A: No C: No V: No | |
| AGWM-0190 | CONSUMER COMPLAINTS AND INVESTIGATIONS | Case files concerning investigations of consumer complaints. Record is considered confidential during investigation period. Destroy 3 years after close of the investigation. <u>Typical Document Types:</u> Completed complaint forms, case summaries, affidavits | AE+3 | A: No C: No V: Yes | |
| AGWM-0070 | DEPARTMENTAL SUMMARY - MONTHLY | Monthly report sent to California State Department of Agriculture summarizing the types of weighing and measuring devices tested and percent of devices in compliance. <u>Typical Document Types:</u> Report | FY+3 | A: No C: No V: No | |

| Item Number | Record Series Title | Description | Total Retention | Archival Confidential Vital | Legal Citations |
|-------------|---|--|-----------------|-----------------------------|-----------------|
| AGWM-0090 | FIELD RECORDS | Records of inspections & test results. <u>Typical Document Types:</u> Test reports, audit inspection reports, certificate of inspection | CAL+4 | A: No C: No V: Yes | |
| AGWM-0100 | FIELD RECORDS - ELECTRIC, VAPOR, AND WATER METERS | Test reports on electric, vapor, and water meters at resorts and trailer parks. Destroy when obsolete. <u>Typical Document Types:</u> Test reports | OBSOLETE | A: No C: No V: Yes | |
| AGWM-0130 | RECORDS INSPECTION REQUESTS | Requests and responses. Destroy 1 year after the records are created. <u>Typical Document Types:</u> Requests and responses | CR+1 | A: No C: No V: No | |
| AGWM-0170 | VEHICLE CHECK LIST | Daily check list filled in by drivers before operating Weights and Measures vehicles. Destroy 1 year after the records are created. <u>Typical Document Types:</u> Check list | CR+1 | A: No C: No V: No | |



County of Sonoma Agenda Item Summary Report

Agenda Item Number: 32

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

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

To: Board of Directors of the Northern Sonoma County Air Pollution Control District

Board Agenda Date: April 23, 2013

Vote Requirement: Majority

Department or Agency Name(s): Transportation and Public Works – Northern Sonoma County Air Pollution Control District

Staff Name and Phone Number:

Barbara Lee, 707-433-5911

Supervisory District(s):

Board of Directors, Air Pollution Control District

Title: Geysers Air Monitoring Program Technical Services

Recommended Actions:

Authorize Chair to execute a Professional Services Agreement for Technical Services for the Geysers Air Monitoring Program with L.T. Boardman Enterprises for base amount not to exceed \$1,073,423 with a term ending June 30, 2018.

Executive Summary:

Background: The staff of the Northern Sonoma County Air Pollution Control District (NSCAPCD or District) is requesting the Board approve a five-year agreement with L.T. Boardman Enterprises for technical consulting services for the Geysers Air Monitoring Program (GAMP) for a base amount not to exceed \$1,073,423 with a term ending June 30, 2018. Under the terms of the Agreement, additional work, which may become necessary due to unforeseen events, will be billed on a time and materials basis.

The GAMP is a cooperative consortium comprised of geothermal industry members, regulatory agencies, and members of the public, which oversees an air-monitoring network of three aerometric and two meteorological stations in the Geysers geothermal area. Under terms of the GAMP Memorandum of Understanding, the NSCAPCD functions as Contract Manager to the GAMP Consortium and all costs of the GAMP are borne by the "Industry Members," the Consortium members who are in the private geothermal power industry.

The consultant's primary functions under the Agreement are operation and maintenance of the aerometric and meteorological stations, and data collection and reporting. This air monitoring serves two functions: first, it allows the GAMP Industry Members to comply with federal, state and local air quality regulations and minimize the industry's impact on air quality; second, it allows the District and its sister air quality district in Lake County to verify industry compliance, and to fulfill District obligations to demonstrate attainment with the California Ambient Air Quality Standard for Hydrogen Sulfide. Using a third party contractor at the expense of the Industry Members but overseen by the full Consortium provides the necessary separation and objectivity for the District to rely on the air quality data for regulatory purposes without having to invest in

additional air monitoring equipment or the staff resources needed to operate it. Under the terms of the MOU, GAMP uses the services of a consultant to operate and maintain its aerometric and meteorological stations on a cost effective basis. For these reasons, District staff strongly recommends the third party monitoring contract.

Acting as Contract Manager, the District advertised a Request for Proposals (RFP) in the Press Democrat, on the County Purchasing website, and the Department’s website Three proposals were received in response. The proposals were evaluated and ranked based upon each consultant’s response to the following criteria: experience, project team and key staff, costs and fees, and emergency response. Based upon the rankings of the selection committee that included District staff and consortium members, L.T. Boardman Enterprises was ranked highest. Under guidance of the County Purchasing Agent, local preference was not used in the selection of the consultant for this project because the agreement and associated services are being provided under a multi-jurisdiction cooperative agreement and are therefore exempt from the policy.

The GAMP Consortium confirmed the selection of L.T. Boardman Enterprises and approved the proposed agreement at its general meeting on March 4, 2013. All funds are provided by the private industry members of the GAMP Consortium pursuant to the GAMP MOU. Under the GAMP MOU, the District would act purely as the Contractor Manager for the proposed agreement on behalf of the GAMP Consortium. If this Board does not authorize execution of the agreement the District would not be able to meet its obligations under the MOU and would be financially liable to the GAMP Consortium pursuant to the MOU Section V. (D).

Prior Board Actions:

06/10/2008: Board of Directors of the Northern Sonoma County Air Pollution Control District, County of Sonoma, authorized the execution of a five-year Professional Services Agreement with L.T. Boardman Enterprises for Technical Services to the Geysers Air Monitoring Program (GAMP); 06/06/2006: Resolution #06-0494 of the Board of Directors of the Northern Sonoma County Air Pollution Control District, County of Sonoma, authorized the execution of the revised GAMP Phase VI Memorandum of Understanding

Strategic Plan Alignment: Goal 2: Economic and Environmental Stewardship

Assisting industry members in the on-going effort to maintain clean, healthy air is important to the health and well-being of all residents and visitors of Northern California.

Fiscal Summary - FY 12-13

| Expenditures | | Funding Source(s) | |
|---------------------------|-----------|----------------------|-----------|
| Budgeted Amount | \$) | Select an item. | \$ 0 |
| Add Appropriations Req'd. | \$ | State/Federal | \$ 0 |
| | \$ | Fees/Other | \$ 0 |
| | \$ | Use of Fund Balance | \$ 0 |
| | \$ | Contingencies | \$ 0 |
| | \$ | | \$ |
| Total Expenditure | \$ | Total Sources | \$ |

Narrative Explanation of Fiscal Impacts (If Required):

This is a five year agreement with base costs as follows: FY 13-14 \$202,184; FY 14-15 \$208,250; FY 15-16 \$214,497; FY 16-17 \$220,932; FY 17-18 \$227,560. All funds are budgeted by the GAMP Consortium and are sourced directly from the GAMP Consortium Budget, which is fully paid by GAMP Industry Members. The District and County of Sonoma are not impacted by payments made to Consultant under this Agreement.

Staffing Impacts

| Position Title (Payroll Classification) | Monthly Salary Range (A – I Step) | Additions (Number) | Deletions (Number) |
|---|---|------------------------------|------------------------------|
| | | 0 | 0 |

Narrative Explanation of Staffing Impacts (If Required):

Attachments:

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

- Agreement
- Memorandum of Understanding for Geysers Air Monitoring Program, Phase VI Revised July 2006



County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 33
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors of Sonoma County

Board Agenda Date: April 23, 2013

Vote Requirement: Majority

Department or Agency Name(s): Probation

Staff Name and Phone Number:

Carl Vanden Heuvel, 565-2145

Supervisorial District(s):

Countywide

Title: Agreement with the State of California Department of Corrections and Rehabilitations (CDCR) for Diagnostic and Treatment Services

Recommended Actions:

Adopt a Resolution Authorizing the Chief Probation Officer of the Probation Department to execute an agreement with the State of California Department of Corrections and Rehabilitation (CDCR) to provide diagnostic and treatment services and temporary detention for case referrals from the Juvenile or Criminal Courts, for the period of July 1, 2012 to June 30, 2014, in an amount not to exceed \$400,062.

Executive Summary:

The Probation Department requests the Board to authorize the Chief Probation Officer to enter into an agreement with the California Department of Corrections and Rehabilitations (CDCR) for the provision of diagnostic and treatment services to, as well as temporary detention of, Sonoma County juveniles referred to the CDCR, Division of Juvenile Justice (DJJ), by the Juvenile or Criminal Court. The total agreement is in an amount not to exceed \$400,062 for the term beginning retroactively on July 1, 2012 through June 30, 2014. This agreement is required to permit CDCR to accept juveniles who are referred by the Court pursuant to the requirements of the Welfare and Institutions Code Section 1752.1. Under applicable law, the Court may only refer juveniles to the CDCR for such services if they are eligible for commitment to the CDCR and the County lacks the resources or facilities to provide a proper disposition for the juvenile's case.

The Probation Department initially requested the proposed agreement for these services from CDCR in April 2012. An agreement was received from CDCR in October 2012, upon multiple additional requests. Upon receipt, County Counsel initiated its review of the agreement, discovering multiple revisions that were necessary, due to the inclusion of one-sided provisions related to indemnification and the structure of the agreement which was crafted as if services were being performed by the County (versus services being requested by the County to be performed by CDCR). Staff for each of the parties worked together to create acceptable language, which is included in the proposed agreement. The parties are seeking to have the term of the agreement begin retroactively on July 1, 2012. County costs incurred under the

contract to date for FY 12-13 total approximately \$90,000.

Pursuant to the proposed agreement, the Sonoma County Probation Department will reimburse CDCR at a rate of two-hundred and twenty-three (\$223.00) dollars per day/per juvenile case (total amount not to exceed \$400,062 for the two-year agreement term). Also included in this cost is the provision of routine medical, dental or mental health treatment and routine periodic medical examinations for the referred juveniles; the cost does not include emergency medical or mental health treatment (or related transportation costs), which remain the County’s responsibility to pay. In addition, the cost of the agreement does not include the provision of ancillary or unnecessary medical or dental services, or related transportation costs.

This agreement is effective July 1, 2012. Due to delays in negotiations with the State the Department is bringing this item to the Board now to be signed and will begin retroactively.

Prior Board Actions:

04/05/11 Resolution No. 11-0160 authorizing the Chief Probation Officer to execute a contract with CDCR.
 06/09/09 Resolution No. 09-0639 authorizing the Chief Probation Officer to execute a contract with CDCR.

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

The authorization to enter into an agreement for diagnostic and treatment services and temporary detention for case referrals from the Courts aligns with the Safe, Healthy, and Caring Community strategic goal through its contribution to public safety, ensuring the juveniles referred receive necessary services that cannot be obtained locally.

Fiscal Summary - FY 12-13

| Expenditures | | Funding Source(s) | |
|---------------------------|-------------------|----------------------|-------------------|
| Budgeted Amount | \$ 200,031 | County General Fund | \$ 200,031 |
| Add Appropriations Req'd. | \$ | State/Federal | \$ |
| | \$ | Fees/Other | \$ |
| | \$ | Use of Fund Balance | \$ |
| | \$ | Contingencies | \$ |
| | \$ | | \$ |
| Total Expenditure | \$ 200,031 | Total Sources | \$ 200,031 |

Narrative Explanation of Fiscal Impacts (If Required):

The FY 12-13 budget included \$150,000 for diagnostic and treatment services and temporary detention of juveniles referred to DJJ by the Courts. The Department cannot predict the exact costs necessary for the provision of these services, due to the unknown amount of juvenile cases that will be referred by the Courts. If necessary, the Department will fund additional costs beyond the \$150,000 budgeted amount through net cost savings achieved elsewhere in the Department’s 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: | | | |
| Resolution authorizing the Chief Probation Officer to execute an agreement with the State of California Department of Corrections and Rehabilitation (CDCR). | | | |
| Related Items “On File” with the Clerk of the Board: | | | |
| Agreement No. 5600003381 CDCR for Diagnostic and Treatment Services and Temporary Detention. | | | |



County of Sonoma
State of California

Date: April 23, 2013

Item Number: _____

Resolution Number: _____

4/5 Vote Required

**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California,
Authorizing The Chief Probation Officer To Execute An Agreement With The California
Department Of Corrections And Rehabilitation (CDCR) For Diagnostic And Treatment Services
And Temporary Detention For Juveniles.**

Whereas, the Presiding Judge within a County has the authority to refer eligible juveniles to the custody of the State of California Department of Corrections and Rehabilitation (CDCR) for diagnostic and treatment services, as well as temporary detention, if the Court determines that Sonoma County facilities for such services are insufficient; and

Whereas, the Sonoma County Probation Department is responsible for executing the orders of the Court, and transferring the referred juvenile to CDCR custody for the provision of such services; and

Whereas, the Welfare and Institutions Code Section 1752.1 requires that the CDCR enter into a contract with counties to allow for the provision of such services.

Now, Therefore, Be It Resolved that Chief Probation Officer Robert M. Ochs is authorized on behalf of the Sonoma County Board of Supervisors to execute a contract with the State of California Department of Corrections and Rehabilitation (CDCR) regarding the provision and payment of diagnostic and treatment services, as well as temporary detention, for juveniles referred to the CDCR by the Juvenile or Criminal Court under California Welfare and Institutions Code §1752.1, in an amount not to exceed \$400,062, for the term to begin retroactively on July 1, 2012 through June 30, 2014.

Supervisors:

Gorin:

Zane:

McGuire:

Carrillo:

Rabbitt:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.



County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 34
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors of Sonoma County

Board Agenda Date: April 23, 2013

Vote Requirement: 4/5

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

Staff Name and Phone Number:

ASD Heidi Keith – 565-2812

Supervisorial District(s):

All

Title: Taxicab Ordinance

Recommended Actions:

Pass and adopt proposed Taxicab Ordinance.

Executive Summary:

The Sheriff's Office and County Counsel introduced to your Board the proposed taxicab ordinance for its first reading on March 26, 2013. As presented at that time, the increase in the number and use of taxicabs county-wide (and certain concomitant operational issues) has brought attention to the need for regulation in this area. Such regulation by the County is not only authorized, but is required by Government Code § 53075.5. This code section and others establish a statutory scheme that set certain minimum requirements for municipalities to regulate taxicabs (such as mandating that each taxicab business establish a controlled substance and alcohol testing certification program for its drivers), and also allows other regulatory provisions to be adopted at the discretion of the municipality.

In light of the public safety issues involved in taxicab operations, the Sheriff's Office and County Counsel have worked together in conducting an extensive review of taxicab regulations adopted by other agencies, and have consulted with a number of other County departments, non-county agencies, and members of the public to create a proposed ordinance for the regulation of taxicabs within the County's unincorporated area. In fact, on January 22, 2013, the Sheriff's Office and County Counsel held a public outreach session to discuss the proposed ordinance, and obtained valuable feedback and positive responses from interested and affected parties. The draft ordinance was revised in light of the public's comments made at that meeting; such revisions are included in the draft presented to your Board.

Since the first reading of this proposed ordinance on March 26, 2013, County Counsel made a clerical correction in the proposed ordinance to conform to existing law. Specifically, Section 18-66 has been revised to reflect that the fees to apply for and renew Taxicab Vehicle Permits, Taxicab Driver's

Permits, and Certificates of Exemption, shall be set by ordinance (rather than by ordinance or resolution). The ordinance for the specific fees proposed shall be presented to the Board separately at a later date.

The proposed taxicab ordinance is structured to require two permits: (1) a Taxicab Vehicle Permit, designed to address vehicle safety issues; and (2) a Taxicab Driver's Permit, designed to address driver safety issues. However, if applicants have obtained similar permits from a city within the County (which satisfies certain minimum requirements), then the applicants may apply for Certificates of Exemption which may be issued 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.

Under the proposed ordinance, the Sheriff's Office is appointed to review applications and issue permits/certificates and renewals. If the Sheriff's Office decides to deny, revoke, condition, or suspend a permit/certificate, it is required to provide an administrative hearing process for persons who wish to appeal any such decision. The proposed ordinance also includes provisions to address safety in operating taxicabs and to protect consumers. In addition, as required by statute, the proposed ordinance includes a provision regarding the Sheriff's Office's investigation of consumer complaints.

Other important aspects of the proposed ordinance include the following:

- The ordinance applies only to the operation of taxicabs to solicit, accept or transport passengers starting at a point inside the unincorporated area of the County, regardless of destination.
- Taxicab Vehicle and Driver's Permits are valid for a term of 1 year, and must be renewed annually; Certificates of Exemption are valid for the term of the underlying permit issued by the other jurisdiction.
- A single violation of the proposed ordinance is a misdemeanor; a continuing violation is defined as a public nuisance which may be abated.

The taxicab regulations in the proposed ordinance are intended to apply throughout the unincorporated county area, to address public safety issues. However, the Sonoma County Airport management has additional issues and concerns with the operation of taxicabs and other commercial vehicles on Airport property. To address those concerns, the Airport management intends to present to this Board other types of regulations for taxicabs and commercial vehicles that would apply only to operations on Airport property, and that would be intended to dovetail with the current taxicab ordinance presented for approval. The taxicab ordinance presented for approval thus does not address the issues attendant upon operating commercial vehicles at the Airport.

Upon adoption of the ordinance, the Sheriff's Office plans to prepare required application forms and adopt policies and procedures to address practical issues attendant upon enforcing the ordinance. Unless otherwise directed by this Board, the Sheriff's Office plans to begin enforcing the ordinance approximately 90 days after it becomes effective, after a period of public outreach and education.

| | | | |
|--|---|---|------------------------------|
| Prior Board Actions: | | | |
| 3/26/13 – Board approved a resolution introducing and waiving reading the title of, and waiving further reading of a proposed ordinance adding Article IX to Chapter 18 of the Sonoma County Code to regulate taxicabs | | | |
| Strategic Plan Alignment | | Goal 1: Safe, Healthy, and Caring Community | |
| | | | |
| Fiscal Summary - FY 12-13 | | | |
| 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): | | | |
| Taxicab Vehicle and Driver’s Permits fees, and fees related to the applicable certificate of exemptions, are being developed and will be presented in a separate proposed ordinance. | | | |
| 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 – Proposed ordinance adding Article IX to Chapter 18 (Motor Vehicles and Traffic) to establish taxicab regulations. | | | |
| Related Items “On File” with the Clerk of the Board: | | | |
| | | | |

ORDINANCE ESTABLISHING COUNTY TAXICAB REGULATIONS

ORDINANCE NO. _____

AN ORDINANCE OF THE BOARD OF SUPERVISORS OF THE COUNTY OF SONOMA, STATE OF CALIFORNIA, ADDING ARTICLE IX TO CHAPTER 18 (MOTOR VEHICLES AND TRAFFIC) OF THE SONOMA COUNTY CODE TO ESTABLISH TAXICAB REGULATIONS

The Board of Supervisors of the County of Sonoma, State of California, ordains as follows:

SECTION I. Taxicab Regulations

Article IX, Taxicab Regulations, is added to the Chapter 18, MOTOR VEHICLES AND TRAFFIC, of the Sonoma County Code, as set forth in Exhibit A, incorporated herein by this reference.

SECTION II. Severability

If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance, or any part thereof, is for any reason held to be invalid, such invalidity shall not affect the validity of the remaining portion of this Ordinance or any part thereof. The Board of Supervisors of the County of Sonoma hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof, irrespective of the fact that any one or more of the sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared invalid.

SECTION III. Effective Date

This Ordinance shall be and the same is hereby declared to be in full force and effect ninety (90) days from the date of its passage and shall be published as follows: either (1) once in its entirety before the expiration of fifteen (15) days after said passage, or (2) a summary shall be published once at least five (5) days before proposed date of passage and a summary published once within fifteen (15) days after the date of passage. All publications shall include the names of the Board of Supervisors voting for or against the same, and shall be in a newspaper of general circulation, published in the County of Sonoma, State of California, and the Clerk of the Board shall post in the office of the Clerk, a certified copy of the full text of this Ordinance along with the names of those Supervisors voting for or against the Ordinance.

In regular session of the Sonoma County Board of Supervisors, introduced on March 26, 2013, passed and adopted this ____ day of _____, 2013, on regular roll call of the members of said Board by the following vote:

SUPERVISORS:

Gorin ___ Zane ___ McGuire ___ Carillo ___ Rabbitt ___

Ayes ___ Noes ___ Abstain ___ Absent ___

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

EXHIBIT A

Taxicab Regulations

Sec. 18 - 60 Purpose and Application.

(a) Purpose. The purpose of this Article is to comply with and effectuate the intent of Government Code section 53075.5 and other applicable laws, to protect public health, safety and welfare.

(b) Application. This Article shall apply only to the operation of taxicabs to solicit, accept or transport passengers starting at a point inside the unincorporated area of the County, regardless of destination.

Sec. 18 - 61 Definitions

For the purpose of this Article, the following words and phrases shall have the meanings respectively ascribed to them in this Section:

(a) “Mandatory Controlled Substance and Alcohol Testing Certification Program” means the program, testing, and related requirements specified in Government Code section 53075.5.

(b) “Person” means any person or entity (including but not limited to a firm, association, organization, partnership, joint venture, business trust, corporation or company).

(c) “Sheriff” or “Sheriff’s Office” means the Office of the Sheriff-Coroner of the County.

(d) “Taxicab” means a motor vehicle, as that term is defined in Vehicle Code section 415, designed for carrying not more than eight persons, excluding the driver, and used to carry passengers for hire. The types of motor vehicles listed below shall not be considered a taxicab:

(1) Employer-sponsored carpool vehicle: a vehicle operated to transport employees to and from an employer’s business location or locations.

(2) Charter-party carrier: a charter-party carrier of passengers as defined in Public Utilities Code sections 5351 through 5360 that operates on a pre-arranged basis.

(3) Private ambulance: every vehicle equipped with a siren and specially constructed, modified, equipped, or arranged for the purpose of transporting emergency medical patients.

(4) Public transportation vehicle: every vehicle used in the service of transporting passengers in the unincorporated areas of the County and operated by or under contract with a governmental agency.

(e) “Taxicab business owner” means a person or entity that owns or leases taxicabs driven or operated by other individuals pursuant to an employment relationship, independent contract,

lease, license, or otherwise. A taxicab business owner who drives a taxicab is also a taxicab driver under this Article.

(f) “Taxicab driver” means any individual who drives or operates a taxicab in which passengers are solicited or accepted for hire.

(g) “Taximeter” means an instrument or device attached to a taxicab that mechanically or electronically calculates a fare on the basis of distance traveled or waiting time, or a combination thereof, and displays the fare in figures of dollars and cents.

Sec. 18 - 62 Permits and Exemptions.

(a) Permits Required. No person shall drive or operate a taxicab unless under the authority of a valid Taxicab Vehicle Permit and a valid Taxicab Driver’s Permit, or applicable Certificates of Exemption for such permits, issued by the Sheriff’s Office.

(i) Taxicab Vehicle Permit. A taxicab business owner shall not allow any person to operate a taxicab controlled by the taxicab business owner unless under the authority of a valid Taxicab Vehicle Permit. Such permit shall authorize a particular motor vehicle to be used for the purpose of operating as a taxicab in accordance with this Article.

(ii) Taxicab Driver’s Permit. A taxicab driver shall not drive or operate a taxicab unless under the authority of a valid Taxicab Driver’s Permit. Such permit shall authorize a particular individual to drive or operate a taxicab in accordance with this Article. If a taxicab driver operates taxicabs through employment with a taxicab business owner, then the Taxicab Driver’s Permit issued under this Article shall be valid only during the term of such employment, and shall become void upon termination of such employment. In this event, the taxicab driver or employer shall notify the County of the termination of employment, and the taxicab driver shall return the Taxicab Driver’s Permit to the County.

(c) Certificates of Exemption. The County acknowledges that several incorporated cities located within its geographic boundaries have enacted taxicab vehicle and driver regulations for their respective jurisdictions that address public health, safety, and welfare issues. The Sheriff’s Office has the authority to waive the permit requirements of this Section by issuing Certificates of Exemption with respect to particular taxicabs and/or taxicab drivers who are operating under valid permits or licenses issued by such cities if they are similar in nature to the permits required under this Section. Any Certificate of Exemption issued under this Article does not operate to suspend the operation or enforcement of any other provision of this Article; all other provisions remain valid and enforceable against all persons who have received Certificates of Exemption. The conditions under which the Sheriff’s Office may issue Certificates of Exemption to taxicabs and taxicab drivers include the following:

(i) The applicable city’s taxicab vehicle and/or taxicab driver permit or licensing regulations satisfy all requirements of state and federal law;

(ii) The applicable city’s taxicab vehicle and/or taxicab driver permit or licensing regulations meet or exceed the minimum requirements set forth in this Article; and

(iii) The permits or licenses issued under the applicable city's taxicab vehicle and/or taxicab driver regulations have a maximum term of 1 year, and are required to be renewed annually.

(d) Non-Transferable and Non-Assignable. Permits and Certificates of Exemption issued under this Article are not transferable or assignable.

Sec. 18 - 63 Applications for Taxicab Vehicle Permits

(a) Applications. Applications for Taxicab Vehicle Permits shall be submitted by taxicab business owners to the Sheriff's Office on approved forms and with such additional documentation, information, and procedures as mandated by the Sheriff's Office, including but not limited to the following:

(i) A copy of the taxicab's current California vehicle registration, evidence of ownership or right of possession, and information regarding the identification of the taxicab including make and model, year, vehicle identification number (VIN), license plate number, interior and exterior colors, and mileage.

(ii) Delineation of the proposed taxicab rates and any additional fees to be charged to passengers during the time period of the permit, which may not be excessive as determined by the Board of Supervisors via resolution or, in the event there is no current resolution, by the Sheriff in his/her discretion.

(iii) A vehicle inspection certification of the taxicab in a format approved by the Sheriff's Office, completed within sixty (60) days of the permit application. The certification shall utilize a vehicle inspection checklist approved by the Sheriff's Office, and shall verify that all aspects of the taxicab are in a safe operating condition. Any repairs made as a result of the inspection must also be identified on the checklist. The taxicab inspection shall be conducted by, and the certificate shall be issued by, a vehicle inspection station or automobile repair garage located in the County of Sonoma and properly licensed by the State of California.

(iv) Written certification by the applicant that he/she is maintaining a Mandatory Controlled Substance and Alcohol Testing Certification Program for all persons who may operate the taxicab.

(v) Proofs of insurance and/or a surety bonds demonstrating a minimum level of coverage as set by the County's Risk Management Department, which shall cover all drivers of the taxicab as insured parties.

(vi) An indemnification agreement signed by the applicant in a form approved by County Counsel. The indemnification agreement shall provide that the applicant agrees to defend, indemnify, and hold harmless the County and its officials, employees, and agents from all damages, liabilities, claims, actions, and other expenses (including attorneys' fees) resulting from or arising out of the operation of the taxicab.

(b) Term and Renewal. Taxicab Vehicle Permits issued under this Article shall be valid for a term of one year from the date of issuance. Applications for renewal of such permits must be submitted to the Sheriff's Office at least 30 days prior to the termination of the existing permit. Applications for renewal shall be submitted on forms, and with such additional documentation, information, and procedures as mandated by the Sheriff's Office.

Sec. 18 - 64 Applications for Taxicab Driver Permits

(a) Applications. Applications for Taxicab Driver Permits shall be submitted by taxicab drivers to the Sheriff's Office on approved forms and with such additional documentation, information, and procedures as mandated by the Sheriff's Office, including but not limited to the following:

(i) A color copy of the applicant's valid California driver's license, verified by the Sheriff's Office, and which demonstrates that the applicant is at least 18 years old.

(ii) Provision of fingerprints, pursuant to procedures established by the Sheriff's Office, for the purpose of permitting the Sheriff's Office to conduct a criminal background check.

(iii) If employed by a taxicab business owner, the name of the employer and identification of the specific taxicabs the applicant may operate for the employer under the Permit.

(iv) Copies of test results conducted within 30 days of the application submittal date taken pursuant to a Mandatory Controlled Substance and Alcohol Testing Certification Program. The most recent test results and any prior results for tests taken within 6 months must be reported. All test results provided to the County shall be retained as confidential and shall not be released without the consent of the applicant, except as otherwise authorized or required by law.

(v) An indemnification agreement signed by the applicant in a form approved by County Counsel. The indemnification agreement shall provide that the applicant agrees to defend, indemnify, and hold harmless the County and its officials, employees, and agents from all damages, liabilities, claims, actions, and other expenses (including attorneys' fees) resulting from or arising out of the operation of the taxicab.

(vi) A declaration under penalty of perjury that the taxicab driver is operating in compliance with all applicable laws and regulations.

(b) Term and Renewal. Taxicab Driver Permits issued under this Article shall be valid for a term of one year from the date of issuance. Applications for renewal of such permits must be submitted to the Sheriff's Office at least 30 days prior to the termination of the existing permit. Applications for renewal shall be submitted on forms, and with such additional documentation, information, and procedures as mandated by the Sheriff's Office.

Sec. 18 - 65 Applications for Certificates of Exemption

(a) Applications. Applications for Certificates of Exemption shall be submitted to the Sheriff's Office on approved forms and with such additional documentation, information, and procedures as mandated by the Sheriff's Office, including but not limited to the following:

(i) Copies of the taxicab vehicle and/or taxicab driver's permits or licenses issued by a city located within the geographic boundaries of the County which satisfy the requirements of Section 18-62(c) of this Code, and complete copies of all forms, documents, and other materials provided as part of the application process to that city.

(ii) Copies of the taxicab driver's test results conducted within 30 days of the application submittal date taken pursuant to the Mandatory Controlled Substance and Alcohol Testing Certification Program. The most recent test results and any prior results for tests taken within 6 months must be reported. All test results provided to the County shall be retained as confidential and shall not be released without the consent of the applicant, except as otherwise authorized or required by law.

(iii) An indemnification agreement signed by the applicant in a form approved by County Counsel. The indemnification agreement shall provide that the applicant agrees to defend, indemnify, and hold harmless the County and its officials, employees, and agents from all damages, liabilities, claims, actions, and other expenses (including attorneys' fees) resulting from or arising out of the operation of the taxicab.

(b) Term and Renewal. The term of each Certificate of Exemption shall be coexistent with the term of the permits issued by the respective city. Applications for renewal of Certificates of Exemption must be submitted to the Sheriff's Office at least 30 days prior to the termination of the existing certificate. Applications for renewal shall be submitted on forms, and with such additional documentation, information, and procedures as mandated by the Sheriff's Office.

Sec. 18 - 66 Application Fees.

The Board of Supervisors shall set fees by ordinance which shall be required to apply for and renew Taxicab Vehicle Permits, Taxicab Driver's Permits, and Certificates of Exemption, which fees are subject to revision on a yearly basis. These fees shall be intended to reimburse the County for its reasonable costs, time, and expenses associated with enforcing the terms and provisions of this Article. All fees paid pursuant to the provisions of this Article are non-refundable.

Sec. 18 - 67 Denial, Revocation or Suspension.

Upon a determination of good cause, the Sheriff's Office may deny the issuance of Permits or Certificates of Exemption under this Article, or may revoke, condition, or temporarily suspend the validity of any Permit or Certificate of Exemption previously issued. All denials, revocations, conditions, or suspensions must be made in writing and sent by mail to the affected person. To determine whether good cause exists for denying, revoking, conditioning, or

suspending a Permit or Certificate of Exemption, the Sheriff's Office may consider the following nonexclusive factors.

(a) The applicant has knowingly made a false or misleading material statement in an application, report, or other document furnished by the applicant to the County.

(b) The applicant does not meet, or no longer meets, the requirements specified in this Article, fails to lawfully operate a taxicab under this Article, or violates other applicable laws or regulations.

(c) The applicant fails to maintain the minimum level of insurance required under this Article to operate a taxicab during the term of the Permit or Certificate of Exemption.

(d) The applicant for a Taxicab Driver's Permit:

(i) Has been convicted of a felony or any offense involving moral turpitude;

(ii) Is required to register as a sex offender under Penal Code section 290, as a gang member under Penal Code section 186.30, or as a drug user under Health & Safety Code section 11590.

(iii) Habitually or excessively uses, or is addicted to the use of narcotics or dangerous drugs, or has been convicted of any offense relating to the use, sale, possession or transportation of narcotics or habit-forming drugs;

(iv) Is a habitual user of intoxicating beverages or substances to excess;

(v) Has failed to submit a passing test under the Mandatory Controlled Substance and Alcohol Testing Certification Program with the application or renewal. A taxicab driver shall be ineligible for a Taxicab Driver's Permit during the three-year period following a positive test result;

(vi) Within three years immediately preceding the application, has been under suspension, revocation or probation by a state department of motor vehicles for a cause involving the safe operation of a motor vehicle, or has been convicted of driving while intoxicated or reckless driving involving bodily injury;

(vii) Within the two years immediately preceding the application, has been involved in any motor vehicle accident causing death or serious bodily injury;

(viii) Within one year immediately preceding submittal of the application, has been involved in three or more motor vehicle accidents in which the applicant was at least partially at fault; or

(ix) Has failed to maintain a valid California driver's license during the term of the Permit or Certificate of Exemption.

Sec. 18 - 68 Appeal and Hearing Process

(a) Notice of Right to Appeal. If the Sheriff's Office denies an application or renewal submitted pursuant to this Article, or revokes, conditions, or suspends a Permit or Certification of Exemption previously issued, it shall so notify the applicant in writing by mail. The writing shall include the reasons for the action taken and advise the applicant of his/her right to appeal the action within 10 calendar days of the date the notice was mailed. During the time an appeal is pending, the determination of the Sheriff's Office shall remain in effect.

(b) Procedures to Appeal. Appeals under this Section must be made in writing and identify the nature of the challenged action as well as the grounds for the appeal, and shall include copies of all relevant documentation. Appeals shall be submitted to the Sheriff's Office within 10 calendar days from the date of the mailing of the notice of the action taken. Failure of any person to timely submit an appeal shall constitute a waiver of the right to an adjudication of the issues. Appeals may be withdrawn at any time.

(c) Administrative Hearing on Appeal. The Sheriff shall designate a member(s) of the Sheriff's Office to serve as the Appeal Officer(s) to conduct an administrative hearing and make a determination on the appeal. Administrative hearings conducted under this Section may occur in person or via telephone. At the administrative hearing, the applicant shall be provided with an opportunity to present evidence and arguments relating to the appeal. The applicant shall bear the burden of demonstrating that the action taken by the Sheriff's Office constitutes an abuse of its discretion pursuant to this Article.

(d) Response to Appeal. The Appeal Officer shall issue a written decision on the appeal within 15 calendar days after concluding the administrative hearing, and shall provide copies of such decision to the applicant by mail. If the Appeal Officer grants the appeal, the Sheriff's Office shall take all reasonable and necessary actions to effectuate the decision relating to the Permit or Certificate of Exemption, but no money damages or other remuneration shall be due to the applicant. The Appeal Officer's decision on the appeal is a final agency action.

Sec. 18 - 69 Taxicab Operation Requirements

All taxicabs and taxicab drivers must comply with California Vehicle Code requirements and the requirements of this Article while in operation, including the following non-exclusive mandates.

(a) Display Permits or Certificates: Taxicabs shall display the Taxicab Vehicle and Taxicab Driver's Permits or Certificates of Exemption issued under this Article so that they are visible both from the inside and outside the vehicle. The Sheriff's Office may require Permits and Certificates of Exemption to be displayed in particular locations on vehicles.

(b) Taxicab Identification: All taxicabs shall have painted or otherwise permanently affixed to the exterior of the vehicle the following information: (i) language designating the vehicle as a taxicab; (ii) the name of the taxicab business owner, or the name of the company or business; and (iii) if the taxicab business operates more than one taxicab, a visible number that separately identifies each of the business' taxicabs. Such information shall be displayed in numbering and

lettering not less than three inches in height, and in a color that contrasts with the paint color of the vehicle. Additional display requirements may be established by the Sheriff's Office to allow for proper identification of taxicabs.

(c) Rates of Fare. Taxicabs shall prominently display, both inside and outside the vehicle, the rates of fare charged for carrying passengers. Any additional fees which may be applicable, such as bridge toll fees, shall also be posted inside the vehicle. Rates of fare and additional fees charged to passengers must not exceed the posted rates or the rates provided to the County as part of the application for a Taxicab Vehicle Permit or Certificate of Exemption.

(d) Taximeters. All taxicabs must have an operating taximeter which has been properly calibrated and is in compliance with all regulations and requirements of the County Agricultural Commissioner, Weights and Measures Division, pursuant to Chapter 30 of the County Code, including but not limited to its testing requirements. The Taximeter must be operating properly at all times of service and may not be tampered with in any fashion. The taximeter must clearly display the fare as it is being calculated. The taximeter must be calibrated so as not to exceed the maximum allowable rates of fare.

(e) Receipts. All taxicab drivers shall have passenger receipts in all of their taxicabs that are imprinted with the name, address, telephone number of the taxicab owner or business. The receipt shall provide space for the taxicab driver's name, date and time of service, and the fare charged. Each customer shall be offered a receipt following payment.

(f) Taxicab Safety, Comfort and Cleanliness. All taxicabs must be maintained in a safe operating condition. All taxicabs must have an operable seat belt for each passenger and the driver. Taxicab seats must not be torn or soiled, and must not have broken or missing springs or cushions. The doors, windows, hoods and trunks of all taxicabs must open and close securely. Gasoline, diesel or smoke odors must not be noticeable from the interior of any taxicab. The interiors of all taxicabs must be clean and clear of debris before a driver may accept passengers for transport.

(g) No Smoking in Taxicabs. No smoking shall be permitted in taxicabs at any time, either by the taxicab drivers or their passengers.

Sec. 18 - 70 Enforcement

(a) Arrest and Impound Authority. Sheriff Deputies are authorized to arrest or cite any person for operating a taxicab not in compliance with this Article. If the violation occurred at or within 100 feet of a public airport, Sheriff Deputies may serve as traffic inspectors pursuant to Government Code section 53075.61, may impound and retain possession of any taxicab as allowed by that statute, and comply with other terms and conditions of that statute.

(b) Violation is a Misdemeanor. Any violation of the provisions of this Article is a misdemeanor subject to a fine and/or imprisonment pursuant to Section 1-7 of this Code. In addition, if convicted of a misdemeanor, the offender shall also be assessed an amount sufficient to cover the

reasonable expense of investigation incurred by the Sheriff's Office, plus interest at the rate of 10% per annum.

(c) Continuing Violations. A continuing violation of any provision of this Article is a public nuisance which may be abated pursuant to the provisions of Section 1-7, subdivision (b), of this Code. In addition, the County may also pursue a civil action to obtain an injunction against persons operating taxicabs in violation of this Article.

(d) Citizen Complaints and Investigations. Upon receipt of a citizen's complaint containing sufficient information to warrant conducting an investigation for alleged violations of this Article, the Sheriff's Office shall investigate any business that advertises or operates a taxicab, and may take reasonable and appropriate actions to address any issues discovered during the investigation. When conducting an investigation under this Article, the Sheriff's Office shall also comply with the requirements of Government Code section 53075.7. Conducting an investigation is warranted if the citizen's complaint contains the following information:

(i) The complainant's name, address, and telephone number;

(ii) Identification of the taxicab business and/or driver, and the date and time of transportation at issue; and

(iii) Specific information demonstrating a possible violation of this Article or other applicable law that prospectively implicates the health, safety, or welfare of taxicab passengers.

(e) Cumulative Remedies. The remedies and enforcement mechanisms set forth in this Article are cumulative, and are in addition to other rights and remedies provided by applicable law.



County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 35
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors

Board Agenda Date: April 23, 2013

Vote Requirement: Majority

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

Staff Name and Phone Number:

Susan Klassen, 565-2231

Supervisorial District(s):

All

Title: License Agreement for Use of County Facilities with Sonoma County Waste Management Agency.

Recommended Actions:

Approve the License Agreement for Use of County Facilities between the County of Sonoma and Sonoma County Waste Management Agency for Compost Premises Located at the Central Disposal Site.

Executive Summary:

This item is requesting that the Board approve the License Agreement for use of County facilities between the County and the Sonoma County Waste Management Agency ("SCWMA") for compost premises located at the Central Disposal Site ("License Agreement") through February 11, 2017. Through this Agreement, the County licenses the 27 acres at Central currently used for the composting operations and all improvements and fixtures owned by the County that are currently used for the compost operations, including the cement treated base and equipment used in connection with the compost operations. The License Agreement also sets rates for the reimbursement to the County for utility use, including electricity and water, and reimbursement for installation of utility meters. The License Agreement states that the SCWMA is the responsible party to comply with all regulatory permits and issues resultant from their operation. This does include the requirement in the County's new Waste Discharge Permit for the Central Landfill Site, that requires that the existing Compost Facility develop and submit a plan to reach zero discharge of storm water from their facility. The plan for zero discharge is required to be submitted to the Regional Water Quality Control Board by May 15, 2013. The SCWMA has hired a consultant to prepare the required plan and currently is on schedule to submit the plan by the May 15, 2013 deadline.

The SCWMA is responsible under the terms of the Joint Powers Agreement (JPA) to operate the organics diversion program, which it has chosen to do through an agreement with Sonoma Compost Company, which has been extended from the original 5-year term through July 15, 2013 through a series of ten amendments. Since 1999, the County has been a third party to this agreement providing a site on the Central Landfill property for SCWMA's operations. This arrangement was changed such that there is an

operations agreement between the SCWMA and their contractor and a separate license agreement between the SCWMA and the County for the use of the property. Approval of the License Agreement provides a mechanism to continue the arrangements once the draft Master Operations Agreement has been approved and implemented, by clearly delineating the area that is occupied by the SCWMA, that is not available for the use of Republic Services, the operations contractor for the Central Landfill.

Although there will be some reimbursement to the Department of Transportation and Public Works, for monthly use of electricity and water, those revenues are unknown at this time since no meters have been in place to provide any historical data. The cost to install utility meters will be reimbursed by the SCWMA.

The Sonoma County Waste Management Agency approved the License Agreement at its meeting on February 20, 2013. The License Agreement has been approved as to form by County Counsel.

Prior Board Actions:

12/04/2012: Approval of the Ninth Amendment to the Agreement. 1999-2012: Approval of Amendments One through Eight extending the term of the Agreement. 9/28/99: Approval of Five-Year Organic Material Processing, Composting, and Marketing Agreement. 2/02/1992: Approval of the Agreement Between the Cities of Sonoma County and Sonoma County for a Joint Powers Agency to Deal with Waste Management Issues (Wood Waste, Yard Waste, Household Hazardous Waste, and Public Education).

Strategic Plan Alignment Goal 2: Economic and Environmental Stewardship

The License Agreement for Compost Premises at the Central Disposal site provides a location to pursue the economic means for diverting materials from landfill disposal; furthers the County’s goals to divert as much material as possible from landfill disposal; and fulfills part of the County’s obligation, as mandated by the California Integrated Waste Management Act (AB 939), to maintain a minimum 50% diversion rate.

Fiscal Summary - FY 12-13

| Expenditures | | Funding Source(s) | |
|---------------------------|-------------|----------------------|-------------|
| Budgeted Amount | \$ | | \$ |
| Add Appropriations Req'd. | \$ | State/Federal | \$ |
| | \$ | Fees/Other | \$ |
| | \$ | Use of Fund Balance | \$ |
| | \$ | Contingencies | \$ |
| | \$ | | \$ |
| Total Expenditure | \$ 0 | Total Sources | \$ 0 |

Narrative Explanation of Fiscal Impacts (If Required):

Some reimbursement will be made for monthly use of electricity and water; these revenues are unknown at this time. Funds have been appropriated in the FY12-13 to provide for installation of the utility meters.

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:

License Agreement for Use of County Facilities between the County of Sonoma and Sonoma County Waste Management Agency for Compost Premises Located at the Central Disposal Site.



County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 36
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors

Board Agenda Date: April 23, 2013

Vote Requirement: Majority

Department or Agency Name(s): Board of Supervisors

Staff Name and Phone Number:

Board of Supervisors – (707) 565-2241

Supervisorial District(s):

Title: Minutes

Recommended Actions:

- A) Approve the Minutes of the Board of Directors of the Sonoma County Water Agency Strategic Planning Workshop on April 2, 2013.
- B) Approve the minutes of the meeting of April 9, 2013 for the following: Agricultural Preservation and Open Space District, Community Development Commission, Northern Sonoma County Air Pollution Control District, Russian River County Sanitation District, Occidental County Sanitation District, South Park County Sanitation District, Sonoma County Water Agency, and Board of Supervisors.
- C) Approve the minutes of the meeting of April 9, 2013 for the following: Sonoma Valley County Sanitation District.

Executive Summary:

Prior Board Actions:

None

Strategic Plan Alignment Not Applicable

Fiscal Summary - FY 12-13

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

Narrative Explanation of Fiscal Impacts (If Required):

Staffing Impacts

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

Narrative Explanation of Staffing Impacts (If Required):

None

Attachments:

Minutes of April 2, 2013 and April 9, 2013

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

None

ACTION SUMMARY

SONOMA COUNTY WATER AGENCY

BOARD OF DIRECTORS

TUESDAY, APRIL 2, 2013

Sonoma County Water Agency Strategic Plan Workshop:
Flood Control, Sanitation and Water Supply and
Review of 2013 Water Supply Strategies Action Plan
Petaluma Community Center -- Lucchesi Park
320 North McDowell Blvd, Petaluma CA

The Board of Directors of the Sonoma County Water Agency met this date in adjourned session with the following members present: Susan Gorin, David Rabbitt, Shirlee Zane, Mike McGuire, Efren Carrillo

Chairman David Rabbitt presiding

Present: Veronica A. Ferguson, County Administrator, and Steve Shupe, County Counsel

I. Call to Order
3:07 p.m. Chairman Rabbitt called the meeting to order and made opening remarks.

II. Pledge of Allegiance

III. Public comment on matters not listed on the Agenda - None

IV. Introduction & Overview

Grant Davis, Sonoma County Water Agency General Manager, provided an overview of the workshop focus and reinforced the five areas of need: Organizational Operations, Energy, Sanitation, Water Supply and Flood Control.

Mike Thompson, Sonoma County Water Agency Assistant General Manager of Business Operations, described the Water Agency's mission and outlined the strategic planning process, goals, strategies, coordinated outcomes and annual tasks.

V. Flood Protection

Gary Tourady, Sonoma County Water Agency Lead Maintenance Worker, made a presentation on the Flood Protection goal and strategies:

Goal #1: Maintain, operate and modify flood protection facilities to meet current and future public needs

Strategy #1: Maintain for flood protection

Strategy #2: Environmental sustainability

Strategy #3: Cost effective maintenance

Cary Olin, Sonoma County Water Agency Principal Program Specialist, made a presentation on the following Flood Protection strategies:

Strategy #4: Increase awareness of flood control facilities and watershed protection

Strategy #5: Plan for future plan protection needs

The Board was provided with an opportunity to make comments and ask questions.

VI. Sanitation & Recycled Water

Erik Brown, Sonoma County Water Agency Environmental Services Coordinator, made a presentation on sanitation and recycled water Goal #1 and strategies:

- Goal #1: Meet or exceed environmental regulations and public health standards
- Strategy #1: Optimize use of existing and future technology
- Strategy #2: Conduct long term planning

Wendy Gjestland, Sonoma County Water Agency Engineer, made a presentation on the following sanitation and recycled water goals and strategies:

- Goal #1 / Strategy #3: Increase reuse and decrease surface water discharges of recycled water

- Goal #2: Provide adequate rate-based revenues, while pursuing new income and cost-cutting opportunities
- Strategy #1: Provide adequate revenues for operations and maintenance and long term capital needs

The Board was given the opportunity to make comments and ask questions.

VII. Water Supply

Scot Carpenter, Sonoma County Water Agency Mechanic Services Coordinator, made a presentation on the following:

- Goal #1: Work with water contractors to retain and improve the reliability of the water supply production and distribution systems, and the following associated strategies:
 - Strategy #1: Address aging infrastructure
 - Strategy #2: Reduce vulnerability to natural hazards
 - Strategy #3: Prepare for droughts and climate change

Ann DuBay, Sonoma County Water Agency Principal Program Specialist, made a presentation on:

- Goal #2: Water Quality and Water Rights; and Water Supply
- Goal #3: Improve Operational Efficiencies.

VIII. Water Supply Strategies Action Plan 2013 Update

Jay Jasperse, Sonoma County Water Agency Chief Engineer presented on the following:

- Background on 2009 workshops
- Key issues and challenges
- Outreach program 2009-10
- Nine water supply strategies
- Action plan format
- 2013 update on accomplishments, progress, reprioritization, and new actions.

The Board was given the opportunity to make comments and ask questions.

IX. Public Comment

4:49 P.M. Public Comment opened

Jake Mackenzie, Rohnert Park City Councilmember

Brenda Adelman, Russian River Watershed Committee

Dr. Steven Getty

Dan St. John, Public Works Director, City of Petaluma

5:02 P.M. Public Comment closed

Water Agency staff will return to the Board at a future meeting to adopt the 2013 Water Agency Strategic Plan on the Consent Calendar.

5:13 P.M. The Board adjourned the meeting to April 9, 2013 at 8:30 a.m.

Respectfully submitted,

Michelle Arellano, Chief Deputy Clerk

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

TUESDAY

APRIL 9, 2013

8:30 A.M.

| | | | |
|----------------|-----------------|----------------------|----------------------|
| Susan Gorin | First District | Veronica A. Ferguson | County Administrator |
| David Rabbitt | Second District | Bruce Goldstein | County Counsel |
| Shirlee Zane | Third District | | |
| Mike McGuire | Fourth District | | |
| Efren Carrillo | Fifth District | | |

This is a simultaneous meeting of the Board of Supervisors of Sonoma County, the Board of Directors of the Sonoma County Water Agency, the Board of Commissioners of the Community Development Commission, the Board of Directors of the Sonoma County Agricultural Preservation and Open Space District, the Board of Directors of the Northern Sonoma County Air Pollution Control District, and as the governing board of all special districts having business on the agenda to be heard this date.

The Board welcomes you to attend its meetings which are regularly scheduled each Tuesday at 8:30 a.m. Your interest is encouraged and appreciated.

AGENDAS AND MATERIALS: Agendas and most supporting materials are available on the Board's website at <http://www.sonoma-county.org/board/>. Due to legal, copyright, privacy or policy considerations, not all materials are posted online. Materials that are not posted are available for public inspection between 8:00 a.m. and 5:00 p.m., Monday through Friday, at 575 Administration Drive, Room 100A, Santa Rosa, CA.

SUPPLEMENTAL MATERIALS: Materials related to an item on this agenda submitted to the Board after distribution of the agenda packet are available for public inspection in the Board of Supervisors office at 575 Administration Drive, Room 100A, Santa Rosa, CA, during normal business hours.

DISABLED ACCOMMODATION: If you have a disability which requires an accommodation, an alternative format, or requires another person to assist you while attending this meeting, please contact the Clerk of the Board at (707) 565-2241, as soon as possible to ensure arrangements for accommodation.

Public Transit Access to the County Administration Center:

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

Santa Rosa CityBus: Rt. 14

Golden Gate Transit: Rt. 80

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

APPROVAL OF THE CONSENT CALENDAR

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

PUBLIC COMMENT

Any member of the audience desiring to address the Board on a matter on the agenda: Please walk to the podium and after receiving recognition from the Chair, please state your name and make your comments. Closed session items may be added prior to the Board adjourning to closed session. In order that all interested parties have an opportunity to speak, please be brief and limit your comments to the subject under discussion. Each person is usually granted 3 minutes to speak; time limitations are at the discretion of the Chair.

8:33 A.M. CALL TO ORDER

8:33 A.M. Chairman Rabbitt called the meeting to order.

Supervisors Present: Susan Gorin, David Rabbitt, Shirlee Zane, Mike McGuire, and Efren Carrillo.

Present: Veronica A. Ferguson, County Administrator and Bruce Goldstein, County Counsel

Chairman Rabbitt presiding.

PLEDGE OF ALLEGIANCE

I. APPROVAL OF THE AGENDA (Items may be added or withdrawn from the agenda consistent with State law)

Chairman Rabbitt announced that Consent item #7 - Agreement with GHD Inc. for Natural Hazard Reliability Assessment had been pulled from the agenda and would be brought back at a later date.

II. BOARD MEMBER ANNOUNCEMENTS

Supervisor Carrillo announced he attended the Water Advisory Committee meeting; attended the California State Association of Counties (CSAC) Board of Directors meeting; testified in Sacramento for local Bill AB 416 and met with other legislators to discuss AB 1200 and AB 39. He invited the Board to participate in further discussions on two priorities discussed at the February 8th Strategic Planning Session specifically as they relate to Project Labor Agreements and Marijuana issues.

Chairman Rabbitt announced the formation of a Project Labor Agreement Ad-hoc Committee. He assigned Supervisor Carrillo and himself to serve on the Ad Hoc Committee.

Supervisor Gorin announced she attend the Sonoma County Water Agency Strategic Planning Session.

Supervisor Zane announced she attended the Sonoma County Transportation Authority, and participated in the Ground Breaking for Caltrans Marin Sonoma Narrows Highway Improvement Project. She also attended the North Bay Water Shed Association Board Directors meeting.

Supervisor McGuire reported he attended the Sonoma County Transportation Authority meeting; and announced the inaugural Paws and Pasta event on August 10th, benefiting Animal Care and Control.

Chairman Rabbitt announced he attended the Sonoma County Transportation Authority meeting; participated in a listening session the Santa Rosa Junior College strategic plan;

BOARD MEMBER ANNOUNCEMENTS (Continued)

participated in the Golden Shovel for the Ground Breaking of the Petaluma River Bridge projects; and attended the Association of Bay Area Governments Plan Bay Area outreach meeting.

III. CONSENT CALENDAR (Items 1 through 21)

PRESENTATIONS/GOLD RESOLUTIONS

(Items 1 through 4)

PRESENTATIONS AT BOARD MEETING

1. Adopt a Gold Resolution for Jennifer Hernandez as Boys and Girls Club Sonoma County Youth of the Year 2013. (Countywide)

Board Action: Approved as Recommended

UNANIMOUS VOTE

Approved by Resolution No. 13-0125

2. Adopt Gold Resolutions commending twelve high school students for their participation as Junior Commissioners of the Commission on the Status of Women. (Human Resources)

Board Action: Approved as Recommended

UNANIMOUS VOTE

Approved by Resolution No. 13-0126 A-L

3. Adopt a Gold Resolution recognizing April 2013 as Sexual Assault Awareness Month in Sonoma County. (Third District)

Board Action: Approved as Recommended

UNANIMOUS VOTE

Approved by Resolution No. 13-0127

PRESENTATIONS AT DIFFERENT DATE

4. Adopt a Resolution declaring the Month of April 2013 as Child Abuse Prevention Month in Sonoma County. (Human Services)

Board Action: Approved as Recommended

UNANIMOUS VOTE

Approved by Resolution No. 13-0128

COMMUNITY DEVELOPMENT COMMISSION

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

5. Adopt a Resolution of the Sonoma County Community Development Commission designating signatories for the conduct of the Commission's banking business.

Board Action: Approved as Recommended

UNANIMOUS VOTE

Approved by Resolution No. 13-0129

CONSENT CALENDAR (Continued)

OCCIDENTAL COUNTY SANITATION DISTRICT

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

6. Authorize the Chair to execute an agreement with Larry Walker Associates to provide regulatory assistance services for the amount of \$100,000; agreement terminates on June 30, 2017. (Fifth District)

Board Action: Approved as Recommended
UNANIMOUS VOTE

RUSSIAN RIVER COUNTY SANITATION DISTRICT

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

AND

SONOMA VALLEY COUNTY SANITATION DISTRICT

(Directors: Gorin, Rabbitt, K. Brown)

7. Authorize the Chair of the Russian River County Sanitation District to execute an agreement with Consultant GHD Inc. to provide natural hazard reliability assessment services for the amount of \$150,000; agreement terminates on December 31, 2014; and Authorize the Chair of the Sonoma Valley County Sanitation District to execute an agreement with GHD Inc. to provide natural hazard reliability assessment services for the amount of \$225,000; agreement terminates on December 31, 2014. (First and Fifth Districts)

Item # 7 was pulled from the agenda.

SONOMA COUNTY WATER AGENCY

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

8. Authorize the Chair to execute an agreement with U.R.S. Corporation to provide consulting services in support of the Russian River Biological Opinion implementation for the amount of \$52,100; agreement terminates on December 31, 2014.

Board Action: Approved as Recommended
UNANIMOUS VOTE

9. Authorize the Chair to execute an agreement with Aqua-Tech Company to provide dive services for water system facilities for the amount of \$250,000 over three years; agreement terminates on June 30, 2016.

Board Action: Approved as Recommended
UNANIMOUS VOTE

10. Authorize the Chair to execute an Easement Agreement conveying property rights to the State of California, for Highway 101 Novato Narrows Widening Project. Final action to be taken on April 16, 2013. (Fourth District)

Board Action: Approved as Recommended
UNANIMOUS VOTE

CONSENT CALENDAR (Continued)

SOUTH PARK COUNTY SANITATION DISTRICT

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

11. Review and ratify the actions of the General Manager of the Water Agency in entering into a contract with Ghilotti Construction Company, on behalf of the South Park County Sanitation District, for an amount not-to-exceed \$60,000 to perform emergency repairs to collapsed sewer facilities without advertising for competitive bids and delegate authority to the General Manager to execute an agreement and release of any and all claims, if required. (4/5 vote required) (Fifth District)

Board Action: Approved as Recommended
UNANIMOUS VOTE

AUDITOR-CONTROLLER-TREASURER-TAX COLLECTOR

12. Review and accept Agreed Upon Procedures and review reports of the Sonoma County Treasury for compliance with Government Code 26920 for the quarters ending September 30, 2012 and December 31, 2012.

Board Action: Approved as Recommended
UNANIMOUS VOTE

BOARD OF SUPERVISORS

13. Authorize the Chair to transmit a letter to the California Coastal Conservancy in support of a funding allocation to the Conservation Fund's project to secure, protect, and preserve Preservation Ranch. (Fifth District)

Board Action: Approved as Recommended
UNANIMOUS VOTE

CLERK-RECORDER-ASSESSOR

14. Approve and authorize the Clerk-Recorder-Assessor to execute a Joint Powers Agreement with other California County Assessors and the Board of Equalization to form and participate in the e-Forms Network Group for collection, storage and data maintenance for assessment and valuation functions for a period of forty (40) months effective March 1, 2013 through June 30, 2016; and Authorize the Clerk-Recorder-Assessor to renew the Joint Powers Agreement for participation in the e-Forms Network Group, for one additional year, effective July 1, 2016 through June 30, 2017.

Board Action: Approved as Recommended
UNANIMOUS VOTE

GENERAL SERVICES

15. Authorize the Chair to execute a consulting contract with The Design Partnership, LLP (TDP) for code verification, design, construction documents and construction administration services for Phase 2 of the Psychiatric Emergency Services (PES) delayed-egress controls project at the Norton Center in the Chanate Complex. Total lump sum cost, \$36,250. (Third District)

CONSENT CALENDAR (Continued)

Item #15 Continued

Board Action: Approved as Recommended
UNANIMOUS VOTE

GENERAL SERVICES / HEALTH SERVICES

16. Authorize the General Services Director to execute an amendment to the license agreement with Goodwill Industries of the Redwood Empire, to extend the term for an additional four years to January 31, 2016, for use of approximately 7,300 sq. ft. of office space, and use of a garden space consisting of approximately 200 sq. ft. of land, located at 3400 Chanate Road, Santa Rosa, CA., and make findings as required by section 26227 of the Government Code that the proposed license agreement is necessary to meet the social needs of the population of the County and that the County does not need the Premises during the term of the license agreement.

Board Action: Approved as Recommended
UNANIMOUS VOTE

GENERAL SERVICES / HUMAN SERVICES

17. Lease expansion and new lease for Human Services Department / Family Youth & Children Division - Adoption Program - (A) Authorize the Clerk to publish a notice, declaring the Board's intention to execute a lease amendment with A.J. Ventures, Inc. (Landlord), to expand the leased premises by approximately 7,547 sq. ft., for an initial rate of \$1.64 per sq. ft. per month (approximately \$12,377 per month or \$148,525 per year), which is subject to adjustment as more particularly described in said amendment, for nine years plus options, in the building located at 1202 Apollo Way, Santa Rosa, CA; and (B) Authorize the General Services Director to execute a letter-agreement whereby the landlord of said building will prepare architectural construction drawings and apply for building permits prior to potential execution of the proposed amendment by the Board; and (C) Authorize the General Services Director to execute a license agreement with Mercury Way LLC (Mercury Landlord), for approximately 5,000 sq. ft., for a rental rate of \$1.80 per month (approximately \$9,000 per month), for use as temporary office space to accommodate the Public Adoptions Program staff for approximately five months, until tenant improvements have been completed for the above-noted lease expansion at 1202 Apollo Way, Santa Rosa, CA.

Board Action: Approved as Recommended
UNANIMOUS VOTE

HEALTH SERVICES

18. Authorize the Director of Health Services to execute an agreement with Catholic Charities to provide care coordination for the homeless for the period April 1, 2013 through March 31, 2016 for a total not to exceed amount of \$180,000.

Board Action: Approved as Recommended
UNANIMOUS VOTE

CONSENT CALENDAR (Continued)

TRANSPORTATION AND PUBLIC WORKS

19. Adopt a Resolution authorizing the Transit Systems Manager to file applications with the Northern Sonoma County Air Pollution Control District (NSCAPCD) for Vehicle Pollution Mitigation Program funding assistance and authorizing the Director of Transportation and Public Works to execute funding agreements with the NSCAPCD. (Fourth and Fifth Districts)

Speaker: Brian Grant

Board Action: Approved as Recommended

UNANIMOUS VOTE

Approved by Resolution No. 13-0130

20. Authorize the Chair to execute second amendment with Mark Thomas & Company, Inc. for additional engineering services related to the replacement of the Porter Creek Bridge in the amount of \$20,410 for a total contract amount of \$533,325 with a term ending June 30, 2015. (First and Fourth Districts)

Board Action: Approved as Recommended

UNANIMOUS VOTE

MISCELLANEOUS

21. Approval of Minutes - (A) Approve the Minutes of the Meeting of March 19, 2013 for the following: Agricultural Preservation and Open Space District, Community Development Commission, Occidental County Sanitation District, Northern Sonoma County Air Pollution Control District, Russian River County Sanitation District, Sonoma County Water Agency, South Park County Sanitation District and Board of Supervisors and (B) Approve the Minutes of the Meeting of March 19, 2013 for the Sonoma Valley County Sanitation District. (C) Approve the Minutes of the Meeting of March 26, 2013 for the following: Agricultural Preservation and Open Space District, Russian River County Sanitation District, Sonoma County Water Agency, and Board of Supervisors and (D) Approve the Minutes of the Meeting of March 26, 2013 for the Sonoma Valley County Sanitation District.

3:52 P.M. County Administrator Ferguson announced a correction to the minutes of March 19, 2013 for item #21. The correct language in Salary Resolution Section 15.3 pursuant to information provided in the March 19, 2013 Board item # 21 summary as follows:

15.3 Health Reimbursement Arrangement (HRA) Contribution (Amended 4/9/13)

Effective the pay period beginning on March 19, 2013, all eligible Confidential and Unrepresented full and part time employees enrolled in a County sponsored medical plan will receive a contribution into a Health Reimbursement Arrangement (HRA) and can participate in the HRA plan based on county medical plan enrollment as described herein.

CONSENT CALENDAR (Continued)

Item #21 Continued

Eligible employees who waive medical coverage and are not enrolled in a County sponsored medical plan will not receive a contribution into the HRA.

For active Confidential and Unrepresented employees meeting the above criteria, the County will contribute an amount equal to 2.25% of the employee's bi-weekly base salary. The County will contribute to eligible Confidential and Unrepresented part-time employees on a pro-rated basis, in accordance with Section 15.2.6

Access to reimbursement under the HRA Plan will become effective June 1, 2013. County contributions pursuant to this section will be available to Plan participants for reimbursement of eligible medical care expenses as incurred by an eligible employee or dependents(s) as under Internal Revenue code sections 105 and 106.

HRA contributions made pursuant to this section are separate and apart from HRA contributions and benefit eligibility for Retiree Medical for employees hired on or after January 1, 2009, pursuant to Section 16.4. Health benefits in this Section 15 are available only to active employees.

The County of Sonoma Health Reimbursement Arrangement (HRA) Plan Document will be amended to reflect the above HRA contribution and benefit eligibility criteria for active employees prior to the effective date of Section 15.3.

Section 15.3 does not apply to extra-help employees and unrepresented employees in the job classifications of: 0841 - Assistant Executive Officer LAFCO, 2537 - Forensic Psychiatrist, 2536 - Mental Health Physician, and 2535 - Public Health Physician.

Board Action: Approved as Recommended
UNANIMOUS VOTE

IV. REGULAR CALENDAR (Items 22 through 25)

COUNTY ADMINISTRATOR / HUMAN RESOURCES
AND
AGRICULTURAL PRESERVATION AND OPEN SPACE DISTRICT
COMMUNITY DEVELOPMENT COMMISSION
NORTHERN SONOMA COUNTY AIR POLLUTION CONTROL DISTRICT
SONOMA COUNTY WATER AGENCY
(Directors/Commissioners: Gorin, Rabbitt, Zane, McGuire, Carrillo)

22. Adopt a Concurrent Resolution amending Salary Resolution 95-0926 to change deferred compensation benefits for Administrative Management, Department Heads, and the Board.

9:54 A.M.

Present: Chris Thomas, Assistant County Administrative Officer; Wendy Macy, Director of Human Resources

Speakers:

Martha Stiles
Tim Tuscany
Chris Daly
Michael Gelber
Jarene Bell
Myrna Spiegler
Lathe Gill
Roxanne Sanchez, President SEIU 1021
Harvey Goldberg
Nohemi Castaneda Martinez

Board Action: Approved as Recommended
UNANIMOUS VOTE
Approved by Resolution No. 13-0131

11:17 A.M. The Board recessed
11:32 A.M. The Board reconvened

COMMUNITY DEVELOPMENT COMMISSION
(Commissioners: Gorin, Rabbitt, Zane, McGuire, Carrillo)

23. Conduct a public hearing and adopt a Resolution of the Sonoma County Community Development Commission, in its capacity as the governing body of the Sonoma County Housing Authority, approving the Sonoma County Public Housing Agency Annual Plan for the period of July 1, 2013 - June 30, 2014, and an amended Housing Choice Voucher Administrative Plan, and authorizing submission to the U.S. Department of Housing and Urban Development.

REGULAR CALENDAR (Continued)

Item #23 Continued

11:35 A.M.

Present: James Hackett, Housing Authority Manager

11:44 A.M. Public hearing opened

11:44 A.M. Public hearing closed

Board Action: Approved as Recommended

UNANIMOUS VOTE

Approved by Resolution No. 13-0132

TRANSPORTATION AND PUBLIC WORKS

24. Receive presentation of the Final Draft Master Operations Agreement (MOA) for long-term development, operation and maintenance of County Solid Waste Facilities including the Central Landfill and County Transfer Stations located in Annapolis, Guerneville, Healdsburg, Sonoma and at the Central site. Accept Public Comment and provide direction to staff to return to the Board on April 23, 2013 for approval.

11:57 A.M.

Present: Susan Klassen, Director of Transportation and Public Works, Sheryl Bratton, Assistant County Counsel, Lori Norton, Deputy County Administrator, and Tom Nguyen, Transportation and Public Works

Speakers:

Stephen Campbell

Myrna Spiegler

1:23 P.M. Supervisor Zane left the meeting

1:25 P.M. Supervisor Zane rejoined the meeting

Christina Caro, Lozeau Drury, LLP

Lathe Gill

Roger Larsen

Ann Hancock

Lee Pierce

Bill Kortum

Tim Tuscany

Pam Davis

Paul Kaiser

Roxanne Sanchez

Ken Wells

Cynthia McOFFMAN

REGULAR CALENDAR (Continued)

Item #24 Continued

David Keller

Frank Baungardner

Doug Hilberman

Peter Tscherneff

John Bly

Stu Clark

Harvey Goldberg

Mike Caprio, Republic

Board Action: Approved as Recommended

UNANIMOUS VOTE

2:23 P.M. The Board recessed

BOARD OF SUPERVISORS

25. Approve fee waiver of \$436 for agricultural permitting for True to Life Counseling Services' volunteer orchard replanting project on Gravenstein Highway North, Sebastopol. (Fifth District)

3:52 P.M.

Board Action: Approved as Recommended

UNANIMOUS VOTE

V. CLOSED SESSION CALENDAR (Items 26 through 32)

3:23 P.M. Chairman Rabbitt reported that Closed Session on Items # 26-32 would convene after Item 36.

6:45 P.M. Counsel Goldstein reported on Closed Session items # 26-32.

26. The Board of Supervisors will consider the following in closed session: Conference with Legal Counsel - Existing Litigation - Name of Case: County of Sonoma v. Federal Housing Finance Agency, U.S. District Court No. 4:10-cv-03270-CW and United States Court of Appeals for the Ninth Circuit No. 12-16986 (Govt. Code Section 54956.9 (d)(1)).

Direction was given to Counsel.

27. The Board of Directors of the Sonoma County Water Agency will consider the following in closed session: Initiation of Litigation - Name of Case: Filing of petition with State Water Resources Control Board for temporary urgency change in Sonoma County Water Agency's water rights permits (Govt. Code Section 54956.9(c)).

Board Action: Authorize the Water Agency's General Manager, in consultation with Counsel, to file a petition with the State Water Resources Control Board for a temporary urgency change in the Sonoma County Water Agency's water rights permits.

UNANIMOUS VOTE

28. The Board of Supervisors will consider the following in closed session: Public Employee Performance Evaluation - Title: Agricultural Commissioner (Govt. Code Section 54957).

Continued to April 16, 2013.

29. The Board of Supervisors will consider the following in closed session: Public Employee Performance Evaluation - Title: Department of Health Services Director (Govt. Code Section 54957).

Direction was given to staff.

30. The Board of Supervisors will consider the following in closed session: Public Employee Appointment: Public Defender (Govt. Code Section 54957).

Direction was given to staff.

31. The Board of Supervisors will consider the following in closed session: Public Employee Appointment: Permit and Resource Management Department Head (Govt. Code Section 54957).

Direction was given to staff.

CLOSED SESSION (Continued)

32. The Board of Supervisors, the Board of Directors of the Sonoma County Water Agency, the Board of Commissioners of the Community Development Commission, and the Board of Directors of the Agricultural Preservation and Open Space District will consider the following in closed session: Conference with Labor Negotiator, Agency Negotiator: Wendy Macy/Carol Allen/William Kay, Burke & Associates and Carol Stevens, Burke & Associates. Employee organization: All. Unrepresented employees: All, including retired employees (Govt. Code Section 54957.6 (b)).

Continued to April 16, 2013.

VI. REGULAR AFTERNOON CALENDAR (Items 33 through 37)

3:23 P.M. - RECONVENE FROM CLOSED SESSION

Supervisors Present: Susan Gorin, David Rabbitt, Mike McGuire, Efren Carrillo
Supervisors Absent: Shirlee Zane

Present: Veronica A. Ferguson, County Administrator and Bruce Goldstein, County Counsel

3:29 P.M. Supervisor Shirlee Zane joined the meeting

3:42 P.M. Supervisor Shirlee Zane left the meeting

3:45 P.M. Supervisor Shirlee Zane joined the meeting

33. Report on Closed Session.

Chairman Rabbitt reported that Closed Session on Items 26-32 would convene after Item 36.

34. PUBLIC COMMENT ON MATTERS NOT LISTED ON THE AGENDA (Comments are restricted to matters within the Board jurisdiction. The Board will hear public comments at this time for up to thirty minutes. Please be brief and limit your comments to three minutes. Any additional public comments will be heard at the conclusion of the meeting.)

3:23 P.M. Public Comment Opened

Peter Tscherneff
Tony White
Stephen Gale
Susan Shaw
Jose Enriquez
Shawn Hopkins
Maureen De Voe
Mary Morrison
Richard Hannan
John Jenkel
Harvey Goldberg
Jerry Hankins
Bob Williamson

3:51 P.M. Public Comment Closed

35. Permit and Resource Management Department: Review and possible action on the following:

- a) Acts and Determinations of Planning Commission/Board of Zoning Adjustments
- b) Acts and Determinations of Project Review and Advisory Committee
- c) Acts and Determinations of Design Review Committee
- d) Administrative Determinations of the Director of Permit and Resource Management

REGULAR AFTERNOON CALENDAR (Continued)

Item #35 Continued

3:52 P.M.

No Acts or Determinations were acted on or reviewed.

Chairman Rabbitt announced that the Permit and Resource Management Item on File No. CPH12-0004, originally scheduled for April 9, 2013 at 2:10 P.M. for a public hearing to consider the Board of Zoning Adjustment's decision on a coastal permit to deny the request by the State of California to install signage and fee collection devices known as Iron Rangers has been continued to June 18, 2013 at 2:10 P.M.

HEALTH SERVICES

36. Receive report on Sonoma County Implementation of the Patient Protection and Affordable Care Act.

3:53 P.M.

Present: Rita Scardaci, Director, Health Services; Jerry Dunn, Director, Human Services; Abraham Daniels, Business Development Manager, Health Services; and Marcia Chadbourne, Risk Manager, Human Resources

4:18 P.M. Supervisor McGuire left the meeting

4:19 P.M. Supervisor McGuire rejoined the meeting

Board Action: Approved as Recommended
UNANIMOUS VOTE

5:38 A.M. The Board recessed to Closed Session.

6:45 P.M. The Board reconvened from Closed Session. Counsel Goldstein reported on Closed Session items # 26-32.

37. ADJOURNMENTS

6:47 P.M. The Board adjourned the meeting in memory of Ben Aliza and May Horton. The meeting was adjourned to April 16, 2013 at 8:30 A.M.

Respectfully submitted,

Michelle Arellano, Chief Deputy Clerk



County of Sonoma
Agenda Item
Summary Report

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

Agenda Item Number: 37
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors

Board Agenda Date: April 23, 2013

Vote Requirement: Majority

Department or Agency Name(s): Board of Supervisors

Staff Name and Phone Number:

Supervisor Shirlee Zane, 565-2241

Supervisorial District(s):

Third District

Title: Appointment

Recommended Actions:

Approve appointment of Marsha Vas Dupre to the Mental Health Board for a three year term beginning on April 23, 2013 and ending on December 31, 2016. (Third District)

Executive Summary:

Prior Board Actions:

Strategic Plan Alignment Goal 4: Civic Services and Engagement

Fiscal Summary - FY 12-13

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

Narrative Explanation of Fiscal Impacts (If Required):

None.

Staffing Impacts

| Position Title (Payroll Classification) | Monthly Salary Range (A – I Step) | Additions (Number) | Deletions (Number) |
|--|--|-------------------------------|-------------------------------|
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Narrative Explanation of Staffing Impacts (If Required):

Attachments:

None.

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: 38
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors

Board Agenda Date: April 23, 2013

Vote Requirement: Majority

Department or Agency Name(s): Board of Supervisors

Staff Name and Phone Number:

Mike McGuire, 707-565-3758

Supervisorial District(s):

Fourth

Title: Appointment

Recommended Actions:

Approve appointment of Hunter Cornell to the Alcohol and Drug Problems Advisory Board for a three year term beginning on April 16, 2013 and ending on April 16, 2016.

Executive Summary:

Prior Board Actions:

Strategic Plan Alignment Goal 4: Civic Services and Engagement

Fiscal Summary - FY 12-13

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

Narrative Explanation of Fiscal Impacts (If Required):

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Staffing Impacts

| Position Title (Payroll Classification) | Monthly Salary Range (A – I Step) | Additions (Number) | Deletions (Number) |
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Narrative Explanation of Staffing Impacts (If Required):

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Attachments:

None

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

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County of Sonoma
Agenda Item
Summary Report

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

Agenda Item Number: 39
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors

Board Agenda Date: April 23, 2013

Vote Requirement: Majority

Department or Agency Name(s): Board of Supervisors

Staff Name and Phone Number:

Supervisor Shirlee Zane, 565-2241

Supervisorial District(s):

Third District

Title: Reappointment

Recommended Actions:

Approve reappointment of Vincent Hoagland to the Bicycle and Pedestrian Advisory Committee for a two year term beginning on April 23, 2013 and ending on April 23, 2015. (Third District)

Executive Summary:

Prior Board Actions:

Strategic Plan Alignment Goal 4: Civic Services and Engagement

Fiscal Summary - FY 12-13

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

Narrative Explanation of Fiscal Impacts (If Required):

None.

Staffing Impacts

| Position Title (Payroll Classification) | Monthly Salary Range (A – I Step) | Additions (Number) | Deletions (Number) |
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Narrative Explanation of Staffing Impacts (If Required):

Attachments:

None.

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: 40
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors

Board Agenda Date: April 23, 2013

Vote Requirement: Majority

Department or Agency Name(s): Board of Supervisors

Staff Name and Phone Number:

Supervisor Susan Gorin, 565-3752

Supervisorial District(s):

First District

Title: Appointment

Recommended Actions:

Reappoint Greg Carr to the Board of Zoning Adjustments for a coterminous term effective April 23, 2013.

Executive Summary:

Prior Board Actions:

Strategic Plan Alignment Goal 4: Civic Services and Engagement

Fiscal Summary - FY 12-13

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

Narrative Explanation of Fiscal Impacts (If Required):

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Staffing Impacts

| Position Title (Payroll Classification) | Monthly Salary Range (A – I Step) | Additions (Number) | Deletions (Number) |
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Narrative Explanation of Staffing Impacts (If Required):

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Attachments:

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

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County of Sonoma
Agenda Item
Summary Report

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

Agenda Item Number: 41
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors

Board Agenda Date: April 23, 2013

Vote Requirement: Majority

Department or Agency Name(s): Board of Supervisors

Staff Name and Phone Number:

Supervisor Susan Gorin, 565-3752

Supervisorial District(s):

First District

Title: Appointment

Recommended Actions:

Reappoint Greg Carr to the Planning Commission for a coterminous term effective April 23, 2013.

Executive Summary:

Prior Board Actions:

Strategic Plan Alignment Goal 4: Civic Services and Engagement

Fiscal Summary - FY 12-13

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

Narrative Explanation of Fiscal Impacts (If Required):

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Staffing Impacts

| Position Title (Payroll Classification) | Monthly Salary Range (A – I Step) | Additions (Number) | Deletions (Number) |
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Narrative Explanation of Staffing Impacts (If Required):

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Attachments:

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

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County of Sonoma
Agenda Item
Summary Report

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

Agenda Item Number: 42
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors

Board Agenda Date: April 23, 2013

Vote Requirement: Majority

Department or Agency Name(s): Board of Supervisors

Staff Name and Phone Number:

Supervisor Susan Gorin, 565-3752

Supervisorial District(s):

First District

Title: Appointment

Recommended Actions:

Reappoint Richard Fogg to the Board of Zoning Adjustments for a coterminous term effective April 23, 2013.

Executive Summary:

Prior Board Actions:

Strategic Plan Alignment Goal 4: Civic Services and Engagement

Fiscal Summary - FY 12-13

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

Narrative Explanation of Fiscal Impacts (If Required):

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Staffing Impacts

| Position Title (Payroll Classification) | Monthly Salary Range (A – I Step) | Additions (Number) | Deletions (Number) |
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Narrative Explanation of Staffing Impacts (If Required):

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Attachments:

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

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County of Sonoma
Agenda Item
Summary Report

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

Agenda Item Number: 43
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors

Board Agenda Date: April 23, 2013

Vote Requirement: Majority

Department or Agency Name(s): Board of Supervisors

Staff Name and Phone Number:

Supervisor Susan Gorin, 565-3752

Supervisorial District(s):

First District

Title: Appointment

Recommended Actions:

Reappoint Richard Fogg to the Planning Commission for a coterminous term effective April 23, 2013.

Executive Summary:

Prior Board Actions:

Strategic Plan Alignment Goal 4: Civic Services and Engagement

Fiscal Summary - FY 12-13

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

Narrative Explanation of Fiscal Impacts (If Required):

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Staffing Impacts

| Position Title (Payroll Classification) | Monthly Salary Range (A – I Step) | Additions (Number) | Deletions (Number) |
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Narrative Explanation of Staffing Impacts (If Required):

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Attachments:

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

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County of Sonoma
Agenda Item
Summary Report

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

Agenda Item Number: 44
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors

Board Agenda Date: April 23, 2013

Vote Requirement: Majority

Department or Agency Name(s): Board of Supervisors

Staff Name and Phone Number:

Supervisor Shirlee Zane, 565-2241

Supervisory District(s):

Third District

Title: Reappointment

Recommended Actions:

Approve reappointment of Arthur Warmoth to the Commission on Human Rights for a two year term beginning on April 23, 2013 and ending on April 23, 2015. (Third District)

Executive Summary:

Prior Board Actions:

Strategic Plan Alignment Goal 4: Civic Services and Engagement

Fiscal Summary - FY 12-13

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

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| Narrative Explanation of Fiscal Impacts (If Required): | | | |
| None. | | | |
| Staffing Impacts | | | |
| Position Title (Payroll Classification) | Monthly Salary Range (A – I Step) | Additions (Number) | Deletions (Number) |
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| Narrative Explanation of Staffing Impacts (If Required): | | | |
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| Attachments: | | | |
| None. | | | |
| Related Items “On File” with the Clerk of the Board: | | | |
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County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 45
(This Section for use by Clerk of the Board Only.)

To: Board of Directors of the Sonoma Clean Power Authority, the Board of Directors of the Sonoma County Water Agency, the Board of Supervisors for the County of Sonoma

Board Agenda Date: April 23, 2013

Vote Requirement: Majority

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

Staff Name and Phone Number:

Cordel Stillman/547-1953

Supervisorial District(s):

All Districts

Title: Sonoma Clean Power

Recommended Actions:

Receive staff report regarding progress on implementation of the Sonoma Clean Power program and responses to Request for Proposals on power rates; authorize staff to implement program; and approve associated actions, as detailed in Exhibit A of staff report.

Executive Summary:

Introduction

This item provides information regarding the Request for Proposals on power rates and requests the Board of Directors of the Sonoma Clean Power Authority (Board) to authorize staff to implement the Sonoma Clean Power Community Choice Aggregation Program in the unincorporated area of Sonoma County and in the territories of cities within Sonoma County that choose to participate in the program by June 30, 2013. The item also requests approval by the Board of Directors of the Sonoma County Water Agency and the Sonoma County Board of Supervisors of certain related actions necessary to the implementation of the Sonoma Clean Power program. A list of all actions requested by this item is attached as Exhibit A (A1).

Under the Sonoma Clean Power program, the electric demands of customers within the unincorporated area of the County and within any cities choosing to join the program would be served by electrical power provided by the Sonoma Clean Power Authority except for customers who choose to opt out and stay with PG&E. The existing distribution utility (PG&E) is required to deliver the electricity provided by the Sonoma Clean Power Authority to the program's customers. PG&E will also continue to provide other services, including transmission, grid infrastructure upkeep and repair, efficiency programs, new service requests and billing. Customers will continue to receive one bill from PG&E for all their energy costs, but the "generation" portion of the bill (that is, the charge for the electrical power itself) will be paid by PG&E to the Sonoma Clean Power Authority, which will use the revenues to pay the cost of

acquiring power for its customers. Customers not wishing to receive power from the program have the right to “opt out” of the program and continue to receive power from PG&E.

Approval of this item will result in the Sonoma Clean Power Authority taking all of the steps necessary to roll out the Sonoma Clean Power program. The estimated start of service would be January 1, 2014. Phase 1 of the program would provide service to approximately 10,000 customers. The Phase 2 roll-out would add approximately 120,000 customers after 6 months to a year of operation, and the Phase 3 roll out (90,000 customers) would occur about 6 months later. The exact number of customers eventually served by Sonoma Clean Power will depend on which cities choose to participate in the program. The participation of cities is anticipated and will broaden the rate base, although the program is viable even if the benefits of the program are limited to those living in the unincorporated area of the County.

Sonoma Clean Power -- Benefits

The October 2011 *Report on the Feasibility of Community Choice Aggregation in Sonoma County* (Feasibility Study) prepared by the Water Agency and its consultants documented the benefits implementation of the Sonoma Clean Power program can provide. Staff has also addressed various concerns identified while exploring implementation. These are listed and addressed in Exhibit B (A1).

These include:

Increased Renewable Energy Use: The Sonoma Clean Power Authority will initially deliver power having a minimum 33% renewable content, which will meet the State of California’s 2020 renewable portfolio standard, and plans to increase the minimum renewable content to 50% by or before 2018. These minimums exceed the renewable content of electricity delivered by PG&E. In addition, the Sonoma Clean Power Authority will offer an optional 100% renewable power product to its customers for a premium.

By increasing the renewable content of power delivered in Sonoma County, the Sonoma Clean Power program will have a significant effect on greenhouse gas emissions. The Feasibility Study estimated that implementation of the program with the renewable minimums described above would result in a 23% reduction in greenhouse gas emissions attributable to electricity use in Sonoma County (eliminating 155,000 metric tons of carbon dioxide per year – *equivalent to the annual greenhouse gas emissions of 32,300 automobiles*). Implementation of the Sonoma Clean Power program is the biggest single short-term step Sonoma County can take to reduce its greenhouse gas emissions.

Local Economic Benefits: Sonoma County residents currently pay approximately \$180 million per year in electric generation costs to PG&E. Most of this goes to pay for generation facilities in other areas of California or the United States. Sonoma Clean Power plans to focus on the development of local renewable generation sources, as well as implementing local energy efficiency and conservation programs. By keeping the generation revenues “at home” and focusing on local programs, Sonoma Clean Power will create local jobs and improve the local economy. The Feasibility Study estimated that the economic and job impacts of the program would be significant and sustained.

Providing Choice and Competition: Sonoma Clean Power will eliminate the existing monopoly of PG&E and give customers a choice – customers can receive power from the Sonoma Clean Power Authority, or they can opt out and continue to receive power from PG&E. Increasing competition in the marketplace for electrical generation services will benefit customers of both PG&E and Sonoma Clean Power.

Local Control: The operations and priorities of PG&E are determined by its shareholders, its management, and the California Public Utilities Commission in San Francisco. The governing board of the Sonoma Clean Power Authority will be comprised of appointees from the County and the cities choosing to join the program. This provides local residents with greater influence and control over decisions about the operation and priorities of the Sonoma Clean Power Authority, and will ensure that the Authority is attentive and responsive to the needs of its customers and residents.

Lower Financing Costs: Because the Sonoma Clean Power Authority is a public entity, it can finance electrical generation facilities with tax-exempt bonds, does not have to pay dividends to shareholders, and does not have to pay income taxes. These lower costs mean that in the long run the Sonoma Clean Power Authority should be able to provide electrical power to its customers at a lower cost than PG&E.

Increased Efficiency Programs: In many cases, the amount of money it takes to conserve a kilowatt of power is less than the amount of money it takes to generate a kilowatt of power. One of the primary purposes of Sonoma Clean Power is to undertake more aggressive energy efficiency and conservation programs, which will both reduce consumers' overall energy costs and further reduce greenhouse gas emissions.

Providing a Market for Small-Scale Renewables : By implementing more flexible and generous feed-in tariffs and net-energy metering programs, Sonoma Clean Power will provide a market for and encourage the development of small-scale private renewable energy projects (such as photovoltaics). Such projects will provide additional greenhouse gas reductions and local economic benefits.

Water Agency staff identified a number of other possible benefits of the program as well. For example, Sonoma Clean Power would be eligible to apply for and receive revenues from the “public goods charge” that the California Public Utilities Commission requires PG&E to collect from customers to support energy efficiency programs. Sonoma Clean Power could also offer individualized electric service products for larger commercial and business customers, which could help such customers save money on their electric bills.

Rates, Financial Projections, and Financing

Background

On December 4, 2012, the Board of Directors of the Sonoma County Water Agency and the Board of Supervisors of the County of Sonoma entered into a Joint Powers Agreement, creating the Sonoma

Clean Power Authority. Under an agreement between the Water Agency and the Authority approved on December 11, 2012, Water Agency staff performed certain services for the Authority on an interim basis, including the following:

Water Agency staff and consultants prepared and circulated a Request for Proposals to companies capable of providing the electric generation, scheduling, data management, and other services required by Sonoma Clean Power. Responses were received on April 5, 2013. Water Agency staff and its consultants have analyzed the responses to determine what rates the Sonoma Clean Power Authority would charge its customers if the community choice aggregation program were implemented. The result of that analysis is discussed below.

Water Agency staff issued a Request for Qualifications for a consultant to perform peer review services to review and verify the work and conclusions of our consultants and staff in the areas of implementation planning, rate setting, contract negotiation, and other areas. Responses were received on March 1, 2013 and MRW and Associates was selected. MRW also performed the peer review of the Sonoma Clean Power Feasibility Study. The Board authorized the General Manager to enter into a contract for these services at the February 5, 2013 Board meeting.

Water Agency staff issued a Request for Qualifications for a consultant to perform an executive search for a consultant to act as Chief Executive Officer of Sonoma Clean Power for a defined term. The Request for Qualifications was sent to firms with knowledge in this arena. When no firms responded to the Request for Qualifications, Water Agency staff contacted a number of firms who had received the Request for Qualifications to further explain the services being requested. As a result of these contacts, the Water Agency has negotiated an agreement with Robert Half and Associates to perform these services.

A Request for Qualifications was issued in February, 2013 for public information and outreach services related to the startup of Sonoma Clean Power. Responses from ten firms were received on March 8, 2013. Responses were evaluated by Water Agency staff and the firm of M.I.G. (Kenwood, CA) was selected to perform public outreach and marketing.

Water Agency staff and its consultants investigated possible sources of start-up financing for the Sonoma Clean Power program. As discussed in the next section, staff has identified a financing source and negotiated favorable financing terms.

Responses to the Request for Proposals for providing the electric generation, scheduling, data management, and other services required by Sonoma Clean Power were received from 13 firms. Services to be provided include delivery of electric power, data management, power scheduling services, demand management, net energy metering and feed-in tariff program development, and call center services. The responsive proposals are being evaluated by Water Agency staff and consultants, with the goal of identifying the most favorable proposals from two or three energy service providers in the coming weeks. Once the number of cities choosing to participate in the program has been finalized, staff will ask the remaining firms to provide the Sonoma Clean Power Authority with their final and best offers, based on the actual number of customers in participating cities and the county. A final contract

will then be negotiated.

Rates

Based upon the proposed cost of power contained in the responses provided by electric service providers, Water Agency staff and consultants were able to calculate within a narrow range the estimated rate that the Sonoma Clean Power Authority would charge its customers. This estimate is based upon certain assumptions (e.g., that the “opt out” rate of customers would be 20%, similar to that experienced by the Marin Energy Authority and that finance costs will be as discussed below). A table comparing expected 2014 Sonoma Clean Power Authority rates to expected 2014 PG&E rates for typical residential and commercial customers is shown below and attached as Exhibit C.

| Example Residential Electric Fees Based on 500 kWh per month | SCP | SCP | PG&E |
|---|------------------------------|------------------------------|------------------------------|
| | Low Estimate for 2014 | High Estimate for 2014 | Estimated Rate for 2014 |
| | 33% Renewable Energy | 33% Renewable Energy | 20% Renewable Energy |
| Electric Generation Fees (all customers) | \$35.71 | \$38.46 | \$40.76 |
| PG&E Electric Delivery Fees (all customers) | \$55.80 | \$55.80 | \$55.80 |
| Additional PG&E Fees (SCP customers only) | \$3.32 | \$3.32 | \$0.00 |
| <i>Last updated April 15, 2013</i> | Total Cost \$94.83 | Total Cost \$97.58 | Total Cost \$96.56 |

| Example Commercial Electric Fees Based on 15,000 kWh per month | SCP | SCP | PG&E |
|---|------------------------------|------------------------------|------------------------------|
| | Low Estimate for 2014 | High Estimate for 2014 | Estimated Rate for 2014 |
| | 33% Renewable Energy | 33% Renewable Energy | 20% Renewable Energy |
| Electric Generation Fees (all customers) | \$1,203 | \$1,296 | \$1,373 |
| PG&E Electric Delivery Fees (all customers) | \$1,169 | \$1,169 | \$1,169 |
| Additional PG&E Fees (SCP customers only) | \$90 | \$90 | \$0 |
| <i>Last updated April 15, 2013</i> | Total Cost \$2,462 | Total Cost \$2,555 | Total Cost \$2,542 |

Notes:

PG&E class average rates for residential (E-1) and medium commercial (A-10) customers are assumed to be 3.5% higher than the 2013 rates, taken from PG&E Advice Letter 4096-E-A, Attachment 2, Table 3, December 30, 2012.

“Additional PG&E Fees” includes the Power Charge Indifference Adjustments and the Franchise Fee Surcharge.

The calculation estimates that electric rates for a typical residential account would be from 1.8% below to 1.1% above PG&E’s rates. Estimated rates for at typical commercial account would be from 3.1% below to 0.5% above PG&E’s rates. A table comparing expected 2014 Sonoma Clean Power Authority monthly rates to expected 2014 PG&E monthly rates for typical residential and commercial customers is attached as Exhibit C (A1).

Note that the cost of electric power provided by an electric service provider cannot be set and guaranteed until the Sonoma Clean Power Authority signs an agreement with that provider. Similarly, the rate of financing for purchasing energy will not be set until the Authority actually first uses loan funds. Thus the longer the delay between the present and the time these events occur, the less certainty there is that the estimated rates above will match those actually charged by Sonoma Clean Power. However, Water Agency staff and its consultants anticipate that the rates above are indicative of those likely to be charged assuming that the Authority begins delivering power on January 1, 2014.

The favorable terms offered by the energy service providers in their responses to the RFP, which resulted in the estimated rates in the table above, were not entirely unexpected. In California, most power in excess of that provided by longstanding generation resources (such as hydropower and nuclear facilities) is generated by natural-gas fired plants, and the price of natural gas is at historically low levels. In addition, electric service providers see the advent of community choice aggregation programs such as Sonoma Clean Power as a way to break into a California market that has been off-limits to them since the right of direct access was eliminated in the early 2000s. Finally, interest rates in the financial markets are also at historical lows, making this a propitious time to borrow start-up funds.

Financial Projections

Water Agency staff and consultants have estimated the monthly expenses and revenues of Sonoma Clean Power over the first four years of operations, in order to determine whether the enterprise is financially viable. This analysis, which is based on current best assumptions about power, administrative, and finance costs, as well as estimates of revenues from power sales, shows that Sonoma Clean Power is financially viable, and will produce operating surpluses within the first year of selling power. A summary of the forecast annual revenues and expenses is shown in Table 1, attached as Exhibit D (A1).

The basic business model involves buying energy at wholesale and selling it to Sonoma County businesses and residents at retail rates. Revenues from power sales are used to pay for the cost of purchased energy, to pay staffing, consultants, and other common business expenses.

Three significant factors affect estimated Sonoma Clean Power finances:

Cost and terms of startup lending: The total cost of interest and fees for borrowing the startup money affects Sonoma Clean Power's financial health, as do the terms for repayment. The Draft Implementation Plan assumed rates and terms similar to Marin Energy Authority, namely 5.00% interest with a straight 5-yr amortized loan repayment schedule for all borrowing. Actual finance costs are more favorable, reflecting the offer received from First Community Bank presented in the "Start-up Financing" section later in this report. In addition, the Water Agency has agreed to accept delayed repayment of its startup loan, meaning that rather than a lump sum repayment in June 2013, it will start receiving monthly payments of \$25,000 in January 2015 until its loan is fully repaid.

Wholesale energy prices: Sonoma Clean Power's largest expense is the amount it pays to power suppliers for wholesale power. Because Sonoma Clean Power has a commitment to keeping its rates very close to PG&E's rates (while working to achieve lower rates over time), if wholesale power costs are too high, Sonoma Clean Power will not be financially viable. However, we received favorable responses from energy suppliers to the Request for Proposal. Based upon these responses, and taking into account other Sonoma Clean Power costs, Sonoma Clean Power's average rates can be set at a rate that comparable to PG&E's current rates. This level of rates will allow Sonoma Clean Power to obtain the revenue amounts set forth in the table above. With this level of rates and revenues, the analysis shows that Sonoma Clean Power would be a financially viable enterprise.

Number of cities participating in Phase 1: The number of customers in Phase 1 affects how quickly the enterprise can reach breakeven cash flows, which in turn improves Sonoma Clean Power's ability to secure favorable lending terms for the Phase 2 and 3 rollouts. Because of certain fixed costs associated with running Sonoma Clean Power, the more quickly Sonoma Clean Power can grow, the more quickly it can reach a strong financial position. An updated financial evaluation will be provided to the Sonoma Clean Power Board immediately following the June 30, 2013 deadline for cities to join for participating in Phase 1.

The expenses listed in Table 1 are based upon the experience of Marin Energy Authority in operating a similar program. Operations and Administrative expenses are based on an estimate of eight full-time staff with additional contracted professional support. We estimate that \$228,000 per month would cover these staff and consultant costs as well as the marketing outreach campaign.

Data Management service costs are based on an estimated \$1.75 per account per month fee plus \$0.45 per MWh for the first 800 GWhs per year. These costs increase over the three phases as service is provided to more customers (similar to Marin Energy Authority's costs). Actual data management costs may be higher or lower based on the selection of a provider from a competitive solicitation for services.

IOU Fees are the charges by PG&E setting up customer accounts for participation in Sonoma Clean Power, meter reading and billing, and include an estimated \$0.70 per account per month, \$6,500 per phase to transition the accounts to Sonoma Clean Power, and a one-time \$15,000 security deposit at startup. Like with Data Management, these charges increase as service is provided to more customers. Other Administrative and General expenses include \$50,000 per month for office space, supplies, telephones, technical support and related business expenses as well as \$30,000 per month for

unanticipated expenses that arise from the formation and operation of Sonoma Clean Power.

The Cost of Energy line item includes several costs beginning with the competitively-bid wholesale energy supply costs for each type of energy (general market energy, energy from local renewable energy projects, in-state renewable energy that is used immediately (called "Bucket 1") in-state renewable energy that is used in the same year as produced (called "Bucket 2") and renewable energy credits. The Cost of Energy also includes charges for certain regulatory requirements, including a "Resource Adequacy" charge of \$8.00 per MWh, a charge for distribution system delivery losses of \$2.58 per MWh, and a charge by the California Independent System Operator of \$3.00 per MWh.

The Debt Service line item includes both interest payments and principal payments on all loans. The estimates assume borrowing in the amounts of \$2.5 million drawn between June 2013 and December 2013, \$7.5 million drawn at the end of 2013 and into the first two or three months of 2014 to pay for initial energy supply for Phase 1, \$10 million at the end of 2014 to cover startup energy supply costs for Phase 2, and \$3 million at the end of 2015 to cover the startup energy costs for Phase 3. This makes a total of \$23 million in loans. However, this estimate is conservative and the amount of borrowing is likely to be less. All of the loans are interest-only for the first 24 months followed by a 36-month amortized loan payment schedule with principal and interest. The first \$2.5 million would be borrowed at 4.00% interest. The remaining energy contract loans would be borrowed at approximately 4.5% interest (see "Start-up Financing" later in this report for a description of how this rate will be set).

Deposits and Other Uses include a \$700,000 estimate of the cost of the bond required to be filed with the California Public Utilities Commission and a \$15,000 security deposit to initiate working with PG&E. The California Public Utilities Commission bond could be more or less than \$700,000 based on the outcome of current proceedings at the California Public Utilities Commission. For budget purposes, the estimate was set at a reasonably conservative level.

Finally, the line item, "CCA Program Surplus/Deficit" shows Sonoma Clean Power's net income assuming the revenue and expense amounts are as estimated. This amount will primarily be used to self-finance energy contracts for the first few years, although this is also the source of funding for general operating reserves, a rate stabilization fund, any direct costs associated with customer programs that add to PG&E's current offerings, such as customized energy efficiency programs, demand management, distributed generation, net energy metering, a feed-in tariff for excess renewable energy and the development of any Sonoma Clean Power-owned generation assets.

The amount of Sonoma Clean Power's net income will significantly increase as the startup debts are paid off. Debt service rises to \$7.5 million in early 2018 and then begins to drop as loans are paid off, eventually dropping to zero at the end of 2020. Net income will also increase as the so-called "Power Cost Indifference Adjustment" charge is reduced over time. The power cost indifference adjustment is a charge to ensure that PG&E's remaining customers do not bear any cost created by departing customers who receive their electric supply from a community choice aggregation program.

Start-up Financing

On April 17, 2012, the Board directed staff to pursue start-up funding for Sonoma Clean Power. Since

that time we have investigated various ways to finance the first several months of administration and energy costs. Proceeds from financing sources would cover two different types of expenses. First, the Sonoma Clean Power Authority will need financing in order to pay staff, consultant, and administrative costs prior to the time when revenues from power sales begin to be collected. Second, the Authority must pay for electric power as it is delivered to customers, but does not receive revenues back from the customers for a period of 45-60 days. It is estimated that up to \$2,500,000 in financing is necessary to cover the first type of costs, and up to \$7,500,000 is necessary to cover the second type of costs.

Staff has investigated several methods for financing these costs. Initially we were hopeful that the California Infrastructure Bank would be able to provide the financing. Several trips were made to Sacramento, including a meeting in the Governor's office. In the end, the Infrastructure Bank was unable to provide the needed loan.

Staff also discussed obtaining start-up financing through the issuance of tax-exempt bonds, and discussed such a possibility with two bond financing firms. Although the two firms were willing to consider underwriting an issuance of bonds, it became apparent that because this would be the first issuance of its type, the net costs of the issuance would be higher than usual, and it was unlikely that financing could be obtained within a time frame that would allow Sonoma Clean Power to begin service by January 2014.

Staff also investigated the use of financing from energy service providers. In the request for proposal process described above, energy service providers that provide start-up financing will be given preferential rankings in the evaluation of their proposals. If it is determined that using start-up financing would be cost effective, it may be worked into final contract negotiations.

Finally, staff approached private lending institutions regarding their ability to finance Sonoma Clean Power. After conversations with several banks, First Community Bank in Santa Rosa stepped forward with a proposal that stood out from the others. After several rounds of negotiation, First Community Bank has agreed to offer Sonoma Clean Power two lines of credit to finance the two types of start-up costs described above.

The first line of credit would finance the first type of start-up costs (staff, consultant, and administrative costs, as well as out-of-pocket costs such as the cost of a bond required by the California Public Utilities Commission). These costs would be incurred during the period from approximately July 2013 until revenues from power sales begin to be collected (approximately seven months later). Conservative estimates of these costs are in the range of \$2.0-\$2.5 million. First Community Bank is offering a line of credit in the amount of \$2.5 million to cover these costs, at an interest rate of 4.00%. The loan would be repaid after five years, but the Authority would only have to make interest payments for the first 24 months (thus aiding the Authority's cash flow at the very beginning of its startup period). First Community Bank is requiring a guarantee of repayment of the line of credit; however, the amount of the guarantee can be reduced after twelve months of energy sales, and the requirement of a guarantee would be completely eliminated after the Authority makes twelve months of principal and interest payments on the loan, provided that the Authority maintains a debt service coverage ratio of 2:1. There is no penalty for early repayment of the line of credit and no requirement to draw the full amount.

The second line of credit would finance the purchase of electric power to be delivered by the Authority during the first phase of startup. There is a delay of approximately 45 to 60 days between the time the Authority must pay the electric service providers for power and the time the Authority receives payments for that power from its customers. We estimate that a line of credit of \$7.5 million will be needed to cover the power purchase cost that will be incurred prior to receiving revenues. First Community Bank is not requiring a guarantee of repayment on this line of credit, but is requesting that the Authority grant First Community Bank a security interest in the power contracts with the electric service providers. The interest rate on this line of credit is calculated based upon a formula that tracks the 5-yr Treasury Constant Maturity rate, and will not be fixed until the Authority first draws down funds from the line of credit. The interest rate on the line of credit would be 4.20% if the first funds were drawn today. The line of credit must be paid back within five years, but the first 12 months are structured as an interest-only loan to improve cash flow. The line of credit may be prepaid at any time without penalty and there is no requirement to draw the full amount.

The offer of these lines of credit by First Community Bank evidences the bank's commitment to reducing greenhouse gas emissions and encouraging the development of local "green" jobs. The offer also evidences the solidity and viability of the business plan developed for the Sonoma Clean Power Authority by Water Agency staff and consultants.

The County Auditor-Controller-Treasurer-Tax Collector has reviewed the pro forma and the proposed terms of the First Community Bank loan. Staff is working with the County Auditor-Controller-Treasurer-Tax Collector, the County Administrator, and County Counsel to determine the best mechanism for providing the guaranty. This could include obtaining a guaranty from the County, obtaining a guaranty or a letter of credit from a private party, or providing some other type of security. The form of guaranty will be presented to the Board at the time that the Board considers and approves the final loan documents. Staff is also exploring the use of a direct loan from the County for the \$2.5 million, in case that proves to be the best option.

Sonoma County Water Agency Services and Reimbursement Agreement

Beginning in March 2011, the Water Agency has been directly involved in investigating the feasibility of implementing a community choice aggregation program and in the creation of Sonoma Clean Power. In addition to providing the staff and consultant services needed for this effort, the Agency has been developing renewable energy projects in anticipation of delivering power to Sonoma Clean Power from those projects. The Agency has also been developing energy efficiency programs (for example, the Sonoma County Efficiency Financing program) which will neatly complement Sonoma Clean Power. Finally, the Agency is investigating the development of community solar projects, which could also be absorbed by Sonoma Clean Power. These Water Agency efforts have been designed to assure that Sonoma Clean Power can deliver on its promise of local economic benefit as soon as is practicable.

On December 11, 2012, the Board of Directors of the Sonoma Clean Power Authority approved an agreement for interim services with the Sonoma County Water Agency. In this agreement, the Water Agency agreed to continue to fund the initial costs related to Sonoma Clean Power with the understanding that it would be reimbursed for these costs at the time Sonoma Clean Power became financially viable. The agreement for reimbursement recognizes that Sonoma Clean Power will not be

able to immediately begin repayment, and allows Sonoma Clean Power to defer payments until one year after the program begins (estimated to be January 2015).

In order for Sonoma Clean Power to become financially viable it will be important that it focus in the short term on providing excellent customer service and establishing a firm customer base with rates that remain competitive with PG&E. Having Sonoma Clean Power staff concentrate primarily on this mission in the short term will make its success more likely. However, the development of local renewable energy projects, demand side programs and efficiency programs is of central importance to the long-term success of Sonoma Clean Power. By having the Water Agency staff and consultants continue to work on these types of projects in the short term, Sonoma Clean Power will be able to concentrate on solidifying its structure and business, while still advancing its long-term goals and objectives.

Staff thus recommends that the Boards of the Authority and the Water Agency approve the proposed Services and Reimbursement Agreement between the two entities. Under the proposed Agreement, the Water Agency will continue to advance viable renewable energy projects that could sell power to Sonoma Clean Power; analyze and propose new energy efficiency programs, services, and market mechanisms that could benefit Sonoma County (and potentially be financed by the Public Goods Charge funds); develop a proposed feed-in tariff program; investigate Community Solar Projects which could allow homeowners and businesses to subscribe to a solar project through virtual net metering; and act as a renewable energy “research and development” arm for Sonoma Clean Power. In return for these services, the Authority will pay the Water Agency a fee of \$25,000 per month, beginning on January 1, 2015. The Water Agency will set up a balancing account to track costs, expenses, and payments, and if the Agreement is terminated, any excess amounts due either to the Water Agency or the Authority will be repaid. The Water Agency is thus paid only for services actually performed.

This services portion of the Agreement can be terminated by either party on 90-days’ notice, and does not preclude the Authority from contracting with other governmental, non-profit, or private entities to provide these or similar services in the future. Thus the Authority Chief Executive Officer and Board retain full discretion to decide whether to contract out such work to other parties to replace in whole or in part the services proposed to be performed by the Water Agency. As noted, in the short term the interim Authority CEO and staff must focus on bringing initial SCP service on-line, ensuring the operation functions properly and provides excellent customer service, and planning for the later roll-out of service to additional customers. The Authority will not have the capacity to engage in the important longer-term project planning and development activities that the Water Agency will be performing under the proposed agreement. Putting the agreement in place now will thus help insure that implementation of the longer-term goals of the Authority is not delayed by the important short-term demands on Authority staff.

The proposed Agreement will also provide for the repayment by the Authority of costs and expenses incurred by the Water Agency through December 31, 2013 on feasibility studies and activities necessary to form the Authority and implement the community choice aggregation program. The Authority and the Water Agency will agree on the amount to be reimbursed, and the Authority will pay \$25,000 per month to the Water Agency beginning January 1, 2015 until the reimbursement amount is repaid, at an interest rate of 3% per year.

Ancillary Professional Services Agreements

Public outreach will be an important aspect of Sonoma Clean Power as it moves towards implementation. In particular, it will be important to clearly inform customers of Sonoma Clean Power rates and their right to opt out of Sonoma Clean Power service and remain with PG&E. Water Agency staff and consultants are currently developing an outreach plan to ensure even hard-to-reach customers are given opportunities to learn about Sonoma Clean Power and understand their right to opt out of the program.

Rusty Klassen has been a consultant to the Water Agency on issues related to Sonoma Clean Power. His services have been and continue to be valuable to the Water Agency in the areas of start-up financing, policy, California Independent System Operator issues and project development. Staff requests that the Board authorize the General Manager of the Sonoma County Water Agency to execute an amendment to the existing professional services agreement with Rusty Klassen to add \$10,000 to the contract amount for a total of \$60,000 in FY 12/13.

A Request for Qualifications for public outreach and marketing services was issued and responses were received from ten firms. M.I.G. (Kenwood, CA) was selected as the firm most qualified to perform the work. The work will include public education regarding the options consumers will have with respect to their power provider. This will take place through the creation of a website, radio, print media, social media, direct mailings and other mass media outlets. Staff is requesting that the Board authorize the General Manager of the Sonoma County Water Agency to enter into a professional services agreement in an amount not to \$258,000 for these services.

Prior Board Actions:

- 12/04/2012: Authorization formation of Sonoma Clean Power Authority.
- 04/17/2012: Accept results of surveys, approve goals of Aggregation Program, directed staff to hold workshops, pursue creation of a Joint Power Authority and pursue start up financing, authorize an amendment to contract with Dalessi Management Consulting for preparation of an Implementation Plan.
- 10/18/2011: Accept Community Choice Aggregation feasibility study and direct staff to continue with the investigation of Community Choice Aggregation in Sonoma County.
- 03/22/2011: Approval of the Sonoma County Water Agency Energy Policy Community Choice Aggregation Feasibility Study Report.

Strategic Plan Alignment Goal 2: Economic and Environmental Stewardship

This program will stimulate economic growth in the areas of energy efficiency and renewable energy development in Sonoma County

Water Agency Energy Goals and Strategies, Goal 2: Pursue funding and development of renewable energy Projects of broad regional benefit to generate revenue, lower county-wide emissions profile, and reduce long term rate exposure risk to consumers.

| Fiscal Summary - FY 12-13 | | | |
|--|--|-------------------------------|-------------------------------|
| Expenditures | | Funding Source(s) | |
| Budgeted Amount | \$ 268,000 | Water Agency Gen Fund | \$ |
| Add Appropriations Req'd. | \$ | State/Federal | \$ |
| | \$ | Fees/Other | \$ 268,000 |
| | \$ | Use of Fund Balance | \$ |
| | \$ | Contingencies | \$ |
| | \$ | | \$ |
| Total Expenditure | \$ 268,000 | Total Sources | \$ 268,000 |
| Narrative Explanation of Fiscal Impacts (If Required): | | | |
| Of total \$268,000 amount, \$258,000 is for new contract with MIG for marketing services, and \$10,000 is for additional services by consultant Rusty Klassen. | | | |
| Staffing Impacts | | | |
| Position Title (Payroll Classification) | Monthly Salary Range (A – I Step) | Additions (Number) | Deletions (Number) |
| | | | |
| | | | |
| Narrative Explanation of Staffing Impacts (If Required): | | | |
| | | | |
| Attachments: | | | |
| Exhibits A, B, C, D (A1) | | | |
| Related Items "On File" with the Clerk of the Board: | | | |
| | | | |

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CLEAN POWER_SUMM.DOCM

CF/46-0-21 KLASSEN, RUSTY (AGREE TO SUPPORT DEV OF RENEW ENG PROG) TW 10/11-142
CF/46-0-2 SONOMA CLEAN POWER
CF/46-0-21 MRW & ASSOCIATES, LLC (AGREE FOR PEER REVIEW SVS IN SUPPORT OF SCP) TW 12/13-126

Exhibit A

Board of Directors of the Sonoma Clean Power Authority:

- (1) Approve the implementation of the Sonoma Clean Power community choice aggregation program in the unincorporated area of Sonoma County and within the jurisdictions of those cities in Sonoma County choosing to participate in the program by June 30, 2013, subject to the approval by the Board and the California Public Utilities Commission of the Implementation Plan required by Public Utilities Code §366.2(c)(5) and (c)(7).
- (2) Approve and authorize the Chair to execute the Agreement for Services and Reimbursement between the Authority and the Sonoma County Water Agency.
- (3) Approve and authorize the Chair to sign the Letters of Intent with First Community Bank for the provision of start-up financing for the Sonoma Clean Power Authority, and authorize Water Agency staff to negotiate final loan documents for consideration and approval by the Board.
- (4) Authorize and direct staff of the Sonoma County Water Agency to take all steps necessary to implement the Sonoma Clean Power program, including, but not limited to (1) negotiate start-up financing loan documents; (2) work with its consultants to recommend a "short list" of two to three energy service providers for the Sonoma Clean Power program; (3) negotiate contracts with energy service providers and other service providers for later consideration and approval by the Board; (4) meet with city councils and city managers and other city staff to solicit participation by cities in Sonoma Clean Power program; (5) work with its recruiting consultant to identify appropriate candidates to act as Chief Executive Officer for the Authority on a short-term contractual basis, and arrange interviews of finalists for consideration by the Board; (6) modify and finalize the Implementation Plan for Sonoma Clean Power for consideration by the Board; (7) take other such actions as are required to implement the Sonoma Clean Power program (provided, however, that contracts in excess of \$25,000 shall be approved by the Board).

Board of Supervisors of the County of Sonoma:

Authorize the Auditor-Controller-Treasurer-Tax Collector and the County Administrator to work with Water Agency staff to negotiate with First Community Bank a guaranty of up to \$2.5 million for consideration and approval of the Board.

Board of Directors of the Sonoma County Water Agency:

- (1) Approve and authorize the Chair to execute the Agreement for Services and Reimbursement between the Water Agency and the Sonoma Clean Power Authority.
- (2) Approve and authorize the General Manager to execute an agreement with MIG for marketing services, using the Water Agency's standard form of contract, with such non-material changes as may be approved by County Counsel as to form.
- (3) Approve and authorize the General Manager to execute an amendment to the existing agreement with Rusty Klassen, adding an additional \$10,000 in services for fiscal year 12-13.

Exhibit B

Response to Sonoma Clean Power Questions/Concerns

During the course of investigating the feasibility of the program, Water Agency staff heard a number of concerns expressed about the Sonoma Clean Power program. These concerns fall into several categories. These concerns, along with responses to them, are discussed below.

The County should fix its pension/roads problems first; Sonoma Clean Power will distract the County from its core mission.

This concern is based upon a lack of understanding of how Sonoma Clean Power will be financed. Sonoma Clean Power will be funded entirely from revenues from power sales. Sonoma Clean Power will not use any tax dollars and will not reduce the amounts available to the County to use on roads, pensions, or any other County program. Sonoma Clean Power will be operated entirely separately from the County, and County resources will not be diverted for use by Sonoma Clean Power. (As noted below in the discussion about start-up financing, the County may guarantee repayment of a portion of the financing (up to \$2.5 million). However, the guaranty will be fully released by January 1, 2016.)

Government shouldn't get into the power business; government is not competent to carry out the program.

This category of concerns has to do with whether a public agency such as the Authority should be entering into an industry that historically has been carried out by private companies such as PG&E, and whether a public agency such as the Authority can operate the program competently. To some extent, this concern implicates larger and more general philosophical and ideological considerations that are beyond the scope of this item. History suggests that public entities can be successful in delivering power to customers.

The provision of power by public entities has a long history in California. Currently, approximately 24% of the power in California is provided by municipal utilities, including the City of Healdsburg (which receives its power supply from the Northern California Power Agency, a public joint powers agency). Municipal power agencies across the nation have a 100-year-plus record of providing power to their customers at rates that are consistently below those of investor-owned utilities. The Marin Energy Authority is currently carrying out in Marin County a program similar to that proposed here. Public agencies routinely provide other types of utility services (water, sanitation) to customers. The claim that public entities should not (or cannot competently) provide electric power services in particular, or utility services in general, is at odds with the fact that public entities have provided and continue to provide these services to a large number of customers effectively and at competitive prices.

In addition, in developing the administrative structure of the Sonoma Clean Power Authority, the Water Agency staff and its consultants were sensitive to the fact that the Authority would be operating in a competitive industry, and would need to be nimble and efficient to be fully successful. For this reason, the administrative structure is designed to devolve decision-making authority to management (headed by a Chief Executive Officer) as advised by a “Business Operations Committee” (comprised of individuals having relevant private sector and business experience). This structure will allow Sonoma Clean Power to operate more like a business than would be the case for a typical public agency.

Sonoma Clean Power is too risky.

Because Sonoma Clean Power is operated under an independent joint powers authority, the debts and liabilities of Sonoma Clean Power cannot be attributed to the County, or the Water Agency, or the cities that decide to participate in the program. The “worst case” scenario for Sonoma Clean Power is one in which the price of power purchased by Sonoma Clean Power increases dramatically, leading to rates for Sonoma Clean Power customers that are significantly in excess of PG&E’s rates. This would cause large numbers of Sonoma Clean Power customers to opt out of the program and return to PG&E, resulting in a reduced rate base for Sonoma Clean Power and, potentially, an inability on the part of Sonoma Clean Power to pay its power suppliers and other creditors.

By using established industry risk management techniques, this worst case is highly unlikely to occur. Even if it did, the financial risk is entirely upon Sonoma Clean Power’s creditors and suppliers. Because of the joint powers authority structure, Sonoma Clean Power participants would not be on the hook for Sonoma Clean Power losses. Sonoma Clean Power customers would be returned to PG&E and would not see any break in electric service. Thus while the benefits from implementing the Sonoma Clean Power program are potentially large, the concrete financial risk resulting from a complete failure of the program is small.

PG&E is “greener” than it gets credit for; Sonoma Clean Power’s proposed 33% renewable portfolio won’t really reduce greenhouse gas emissions.

The State of California’s “renewable portfolio standard” requires that a certain portion of electric power delivered by any entity be obtained from “renewable” sources. Two of the sources of power used by PG&E – power from large hydroelectric facilities and power from nuclear generators – which account for 40% of PG&E’s power resources, are not considered “renewable” for purposes of meeting the State’s standard, even though these sources do not create greenhouse gas emissions. For this reason, there is a concern that Sonoma Clean Power’s proposed initial 33% renewable power portfolio won’t really reduce greenhouse gas emissions when compared with PG&E’s generation sources.

Even with a portfolio of 33% renewable power, however, Sonoma Clean Power would result in a net reduction in greenhouse gas emissions. This is because PG&E will continue to operate its base load large hydroelectric and nuclear power facilities (and its other renewable sources) at full

capacity after Sonoma Clean Power begins service, and reduce production from the non-renewable portion of its generation portfolio to account for the loss of Sonoma Clean Power customers. Thus the implementation of Sonoma Clean Power would result in reducing the amount of power produced from the most greenhouse-gas intensive portion of the PG&E supply (e.g., the 25% of PG&E supply that is from natural gas-fired plants) and replacing it with Sonoma Clean Power's 33% renewable supply, resulting in a net overall reduction in greenhouse gas emissions. In addition, Sonoma Clean Power plans to move to an even higher level of renewable content (50%) in a short period of time. The Feasibility Study for Sonoma Clean Power confirmed that the program would result in significant reductions in greenhouse gas emissions.

Sonoma Clean Power will not move quickly enough to implement local renewable power projects and energy efficiency projects.

Implementing local renewable power incentives, projects and energy efficiency programs are some of the primary goals of Sonoma Clean Power. But in order to arrive at a point where Sonoma Clean Power has the ability to finance and staff such projects and programs, it is necessary for Sonoma Clean Power to establish an operational track record and to establish the solidity of its rate base. Sonoma Clean Power will begin planning for such programs immediately; however, it is important in the short term for Sonoma Clean Power to focus on implementation and roll-out of service activities. The key is to compare how quickly renewable energy projects can be developed with and without Sonoma Clean Power.

Sonoma Clean Power will cause job losses in California.

The electrical workers' union is concerned that implementing Sonoma Clean Power will result in the loss of jobs in California, due to the fact that some of Sonoma Clean Power's generation resources may be located outside of California. However, because in the long term Sonoma Clean Power intends to promote and rely upon local renewable power, the Feasibility Study concluded that, over time, Sonoma Clean Power would have a positive impact on local jobs and the local economy. Moreover, because PG&E will continue to provide all services relating to the transmission and distribution of electricity for Sonoma Clean Power customers, as well as billing services, most PG&E jobs should be unaffected.

My city doesn't have enough representation on the Sonoma Clean Power Board of Directors.

Each city that chooses to participate in the Sonoma Clean Power program will be able to appoint a member to the Board of Directors of the Sonoma Clean Power Authority. Due to the disparity in size among participants, the relative voting weight of participants remains an issue. Originally the joint powers agreement was drafted so that voting rights of members were proportional to the load to be served by Sonoma Clean Power in each jurisdiction – a “one kilowatt-hour, one vote” structure. To address concerns of smaller cities, this was modified so that each board member has one vote, but any board member can also call for a weighted vote based upon load, in which case a majority of members and a majority of weighted votes is required to approve an item. While arguably disadvantaging larger participants, this method was generally acceptable to most

jurisdictions. Moreover, however large or small a participant's representation is, it is more than "none," which is the extent of representation local jurisdictions now have in decisions made by PG&E.

Sonoma Clean Power rates will be too high.

As discussed below, Water Agency staff has received quotes from electric service providers. Given these quotes and the other anticipated expenses of the program, Sonoma Clean Power will be able to provide power at rates that are competitive with PG&E's rates.

Exhibit C

| Example Residential Electric Fees Based on 500 kWh per month | SCP | SCP | PG&E |
|--|-------------------------------------|-------------------------------------|-------------------------------------|
| | Low Estimate for 2014 | High Estimate for 2014 | Estimated Rate for 2014 |
| | 33% Renewable Energy | 33% Renewable Energy | 20% Renewable Energy |
| Electric Generation Fees <i>(all customers)</i> | \$35.71 | \$38.46 | \$40.76 |
| PG&E Electric Delivery Fees <i>(all customers)</i> | \$55.80 | \$55.80 | \$55.80 |
| Additional PG&E Fees <i>(SCP customers only)</i> | \$3.32 | \$3.32 | \$0.00 |
| <i>Last updated April 15, 2013</i> | Total Cost \$94.83 | Total Cost \$97.58 | Total Cost \$96.56 |

| Example Commercial Electric Fees Based on 15,000 kWh per month | SCP | SCP | PG&E |
|---|-------------------------------------|-------------------------------------|-------------------------------------|
| | Low Estimate for 2014 | High Estimate for 2014 | Estimated Rate for 2014 |
| | 33% Renewable Energy | 33% Renewable Energy | 20% Renewable Energy |
| Electric Generation Fees <i>(all customers)</i> | \$1,203 | \$1,296 | \$1,373 |
| PG&E Electric Delivery Fees <i>(all customers)</i> | \$1,169 | \$1,169 | \$1,169 |
| Additional PG&E Fees <i>(SCP customers only)</i> | \$90 | \$90 | \$0 |
| <i>Last updated April 15, 2013</i> | Total Cost \$2,462 | Total Cost \$2,555 | Total Cost \$2,542 |

PG&E class average rates for residential (E-1) and medium commercial (A-10) customers are assumed to be 3.5% higher than the 2013 rates, taken from PG&E Advice Letter 4096-E-A, Attachment 2, Table 3, December 30, 2012.

“Additional PG&E Fees” includes the Power Charge Indifference Adjustments and the Franchise Fee Surcharge.

Exhibit D

Water Agency staff and consultants have estimated the monthly expenses and revenues of Sonoma Clean Power over the first four years of operations, in order to determine whether the enterprise is financially viable. This analysis, which is based on current best assumptions about power, administrative, and finance costs, as well as estimates of revenues from power sales, shows that Sonoma Clean Power is financially viable, and will produce operating surpluses within the first year of selling power. A summary of the forecast annual revenues and expenses is shown in Table 1.

Table 1. Summary of Sonoma Clean Power Startup and Phase-in Financials (2013-2017)

| CATEGORY | 2013 | 2014 | 2015 | 2016 | 2017 | TOTAL |
|--|--------------------|-------------------|-------------------|--------------------|--------------------|--------------------|
| I. REVENUES FROM OPERATIONS (\$) | | | | | | |
| ELECTRIC SALES REVENUE | - | 28,574,886 | 94,117,045 | 158,902,415 | 172,119,324 | 453,713,670 |
| LESS UNCOLLECTIBLE ACCOUNTS | - | (85,725) | (282,351) | (476,707) | (516,358) | (1,361,141) |
| TOTAL REVENUES | - | 28,489,161 | 93,834,694 | 158,425,707 | 171,602,966 | 452,352,529 |
| II. COST OF OPERATIONS (\$) | | | | | | |
| (A) OPERATIONS AND ADMINISTRATIVE (O&A) | | | | | | |
| STAFFING & PROFESSIONAL SERVICES | 1,368,000 | 2,736,000 | 4,054,080 | 4,175,702 | 4,300,973 | 16,634,756 |
| DATA MANAGEMENT SERVICES | - | 371,659 | 1,939,129 | 3,831,749 | 3,831,749 | 9,974,285 |
| IOU FEES (INCLUDING BILLING) | - | 88,967 | 658,705 | 1,480,167 | 1,517,469 | 3,745,309 |
| OTHER ADMINISTRATIVE & GENERAL | 150,000 | 300,000 | 988,800 | 1,018,464 | 1,049,018 | 3,506,282 |
| SUBTOTAL O&A | 1,518,000 | 3,496,626 | 7,640,713 | 10,506,082 | 10,699,210 | 33,860,631 |
| (B) COST OF ENERGY | - | 23,655,492 | 79,955,047 | 137,182,576 | 144,736,966 | 385,530,081 |
| (C) DEBT SERVICE | 70,000 | 390,000 | 1,390,004 | 3,789,642 | 6,909,273 | 12,548,919 |
| (D) DEPOSITS AND OTHER USES | 1,315,000 | - | - | - | - | 1,315,000 |
| TOTAL COST OF OPERATION | 2,903,000 | 27,542,118 | 88,985,764 | 151,478,300 | 162,345,449 | 433,254,631 |
| CCA PROGRAM SURPLUS/(DEFICIT) | (2,903,000) | 947,043 | 4,848,930 | 6,947,407 | 9,257,517 | 19,097,897 |

The basic business model involves buying energy at wholesale and selling it to Sonoma County businesses and residents at retail rates. Revenues from power sales are used to pay for the cost of purchased energy, to pay staffing, consultants, and other common business expenses.

Sonoma Clean Power

Grant Davis
General Manager

Cordel Stillman
Deputy Chief Engineer

Steve Shupe
Deputy County Council



Decisions before the Board today ²

- Authorize letter of intent for startup funding and staff to negotiate final terms for future approval
- Approve a services and reimbursement agreement between SCPA and SCWA
- Authorize SCWA to enter into two contracts for SCPA-related services



Completed work



- Feasibility Study
- Peer Review of Feasibility Study
- Surveys/Focus Groups to determine public interest
- Ongoing outreach to cities
- Draft Implementation Plan
- Peer Review of Draft Implementation Plan
- JPA Formation
- Solicitation for bids on energy and services

Calendar: April-June 2013

- Negotiate final terms of startup financing
- City workshops and study sessions
- Cities to vote on joining by June 30
- Contract for an interim CEO
- Begin larger public outreach work (MIG retained)
- Narrow list of energy suppliers to the top 3



Calendar: July-December 2013

- Update energy volume estimates based on which cities join
- Negotiate and execute final energy supply contract and ancillary contracts (e.g., call center)
- Finalize and file Implementation Plan with PUC
- Initiate data and service agreement with PG&E
- Major public outreach effort to inform public of benefits of SCP, rates and ability to opt-out
- Issue two pre-enrollment opt-out notices

Calendar: January 2014

- Begin providing service
- Continue major public outreach effort
- Send two additional opt-out notices



The big questions we've heard

- How do we benefit from SCP?
- How is SCP different from the way things work now?
- How does the opt-out choice work?
- What are the risks?
- How will it be financed?
- What will it cost?



What are SCP's Benefits?



- Gives customers a choice of power providers
- Stabilizes electricity costs
- Allows generation revenues to be used for local investment
- Permanent source of funding to support local jobs
- New renewable energy programs
- New energy efficiency programs
- Reduction in greenhouse gas emissions
- Local control of rates and programs



The difference from today

Today Without SCP

PG&E Purchases
Power

PG&E Delivers
Power and
Maintains Lines

PG&E Provides
Customers Service
and Billing

PG&E Provides
Efficiency
Programs

In 2014 With SCP

SCP Purchases
Power

PG&E Delivers
Power and
Maintains Lines

PG&E Provides
Customers Service
and Billing

PG&E Provides
Efficiency
Programs

New Services To be Planned by SCP

- + Additional efficiency programs beyond those offered by PG&E
- + Community Solar
- + Feed in Tariff
- + Local power projects

How choosing SCP or PG&E works

- Major outreach campaign to inform public
- All customers will receive a minimum of 4 notices, 2 before service starts and 2 after
- Anyone wanting power from SCP does nothing
- Anyone wanting power from PG&E can opt out
- SCP service will automatically start for all customers not opting out
- Customers can continue to opt out after this period, but would pay a small termination fee



What are the Risks?



- Matching Supply and Demand
 - “Volumetric risk”: Have too much or too little power under contract and must buy at a high price or sell at a loss
 - Can be managed through well-established industry-standard strategies
- Regulatory Risks
 - FERC and CPUC have impact on SCP and PG&E rates
 - Will coordinate with MEA and other CCAs to actively participate in relevant proceedings to ensure regulatory system not “gamed” against SCP

What are the Risks?

- Worst-Case Scenario
 - SCP cost of power becomes too high, rates increase, and so many customers return to PG&E that SCP does not have the revenues to pay its power bills
 - Unlikely to occur; SCP power supply portfolio will be designed to ensure ongoing competitiveness with PG&E rates; PG&E subject to same market forces as SCP
 - Even in worst case, *no interruption of power supply to customers would occur*; customers returned to PG&E
 - Tax dollars and general funds of Cities and Counties not at risk; JPA structure acts as a shield

Reducing Startup Transition Risks

- SCWA Services for transition and on-going support
 - \$25,000 per month, but only paid for services actually performed (“true up” at end of agreement)
 - SCWA able to defer these payments until January 2015 to improve SCP cash flow
 - May be terminated at any time with 90 days notice
- Defer repayment to SCWA of startup expenses
 - Existing agreement approved Dec. 11, 2012
 - Estimated at \$1.2 million
 - 3 percent interest
 - Defer repayment of \$25,000 per month to January 2015

Start-up Financing

- Funds first 6 months of operation
- Conservative estimate is \$2.5 million
- Included costs
 - Staff and consultants
 - CPUC bond
 - PG&E fees
 - Public information (web, notices, meetings, etc.)



Bridge Financing

- Covers 60-day gap between the purchase of and payment for wholesale energy and the collection of retail bills
- Available amount is \$7.5 Million
- Energy costs only



Two lines of credit:

Startup Loan

\$2.5 million

4.00% interest

Guaranty required

5-year term

Interest only for first 24 months

No pre-payment penalty or minimum draw

Guaranty releases with performance

Bridge Loan

\$7.5 million

~4.20% interest (sets at first draw)

No guaranty needed

5-year term

Interest only for first 12 months

No pre-payment penalty or minimum draw

Financing – First Community Bank

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- Bank is enthusiastic to partner and help launch SCP
- Has offered favorable terms, flexibility and support in business planning and budget analysis
- Committed to co-marketing with SCP
- Staff are pleased to have found a local bank partner



Financing - Options

- Pursuing delayed payment option with Energy Service Providers (ESPs)
 - Advantage would be a faster rollout
 - Will depend on terms, however, and could cost more
- ESP finance of startup loan could serve as a “backup” but likely less favorable terms
- County direct loan for startup may serve as better backup



Estimated 2014 Residential Rates

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| | SCP Low | SCP High | PG&E |
|---------------------------------|----------------|-----------------|-----------------|
| Example Residential Bill | 33% | 33% | 20% |
| Assuming 500 kWh | Renewable | Renewable | Renewable |
| Electric Generation Fees | \$35.71 | \$38.46 | \$40.76 |
| PG&E Electric Delivery Fees | \$55.80 | \$55.80 | \$55.80 |
| Additional PG&E Fees | \$3.32 | \$3.32 | \$0.00 |
| Total Cost | \$94.83 | \$97.58 | \$96.56 |

Estimated 2014 Commercial Rates ²⁰

| | SCP Low | SCP High | PG&E |
|--------------------------------|----------------|-----------------|-----------------|
| Example Commercial Bill | 33% | 33% | 20% |
| Assuming 15,000 kWh | Renewable | Renewable | Renewable |
| Electric Generation Fees | \$1,203 | \$1,296 | \$1,373 |
| PG&E Electric Delivery Fees | \$1,169 | \$1,169 | \$1,169 |
| Additional PG&E Fees | \$90 | \$90 | \$0 |
| Total Cost | \$2,462 | \$2,555 | \$2,542 |

Next steps



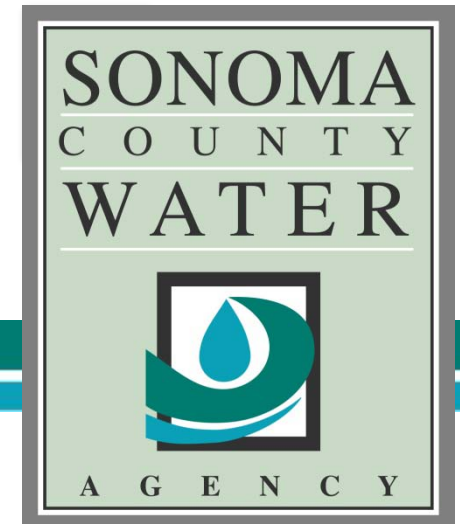
- Create short list of energy providers
- Outreach and education
- Contract for interim CEO
- Finalize financing agreements
- Cities vote on participation
- Negotiate final supply contract
- Opt-out notices
- Begin service January 2014

Thank you

Grant Davis
General Manager

Cordel Stillman
Deputy Chief Engineer

Steve Shupe
Deputy County Council





County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 46
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors

Board Agenda Date: April 23, 2013

Vote Requirement: Majority

Department or Agency Name(s):

Staff Name and Phone Number:

Susan R. Klassen, (707) 565-2440

Supervisorial District(s):

All Supervisorial Districts

Title: Regional Solid Waste Planning – Approve Final Master Operations Agreement

Recommended Actions:

1. Adopt a resolution making findings related to the approval of the Master Operations Agreement (MOA) for long-term development, operation and maintenance of County Solid Waste Facilities including the Central Landfill and County Transfer Stations located in Annapolis, Guerneville, Healdsburg, Sonoma and at the Central site; authorizing the Chair to execute the MOA; delegating authority to the Director of Transportation and Public Works to file a Notice of Determination for the Addendum to the Sonoma County Central Disposal Site Improvement Program Final Environmental Impact Report (SCH#1995073068) for the Master Operations Agreement in accordance with the provisions of CEQA and the State CEQA Guidelines and delegating authority to staff to take further actions as necessary to meet the conditions precedent to the effectiveness of the MOA.
2. Authorize the Transportation and Public Works Department to work with Human Resources to administer layoffs in accordance with Civil Service Rule 11 and the appropriate MOU.

Executive Summary:

On April 9, 2013, the Board of Supervisors accepted a presentation from staff on the draft Master Operations Agreement (MOA), took public comment on the draft MOA and gave direction to staff, to 1) make several modifications to the agreement and 2) bring it back to the Board for the Board's consideration for approval. This item requests that the Board approve the final version of the MOA and adopt a resolution making findings required to comply with CEQA and directing the Director of Transportation and Public Works to file the necessary Notice of Determination.

Board Direction to Staff

At the conclusion of the April, 9th presentation the Board gave direction to staff to work to address the following issues associated with the MOA:

1. Add language to the MOA, so that if Republic is asked by the Cities and County collectively, through the Sonoma County Waste Management Agency, to take over the composting operation at the landfill, consideration would first be given to the existing local vendor (Sonoma Compost) before Republic would put a sub-contract out to bid or take over operating themselves. See revised language in Section 7.2.

2. Add an annual reporting and presentation requirement to the MOA, such that Republic will prepare and present an annual report to the Board and the Sonoma County Waste Management Agency on Republic's efforts to reach solid waste diversion targets, reduce landfill disposal, remove commercial food waste from landfill disposal, and other environmental goals set forth in the MOA. See new language in Section 11.9 (E)
3. Address what the process would be to address the \$4.50/ton government fee collected to support current SCWMA programs for education, planning and Household Hazardous Waste programs, should the Sonoma County Waste Management Agency's Joint Powers Agreement expire in February 2017. Address what would happen with the fee, and how provisions could be made to continue the programs. See new language in Section 7.8.
4. Address additional visual screening of the Central Landfill site for the landfill neighbors. See new language in Section 5.12.
5. Continue to work diligently to address employee transition issues, including providing every opportunity for displaced employees to land in comparable positions, and providing any job training, if needed.

The Final Master Operations Agreement included as Attachment 1 shows the language changes to address the issues above that are appropriately addressed in the Agreement. County staff will address the employee issues. Since the Draft final MOA was released to the public there have been other miscellaneous items and clarifications which are also shown in the attached redline version of the MOA.

Authorization to Administer Layoffs

There are a total of 26 employees in currently occupied County positions potentially impacted by the transition of the operation to a private operator. Pursuant to Public Resources Code sections 40057, 40058 and 40059, MOA terms have been negotiated which provide for Republic to offer a minimum of 15 positions to current County employees who are in the appropriate job classification for the open positions. Republic is required to initiate their recruitment process for these positions with 14 days of Board execution of the MOA. The job offers will be made subject to the employee meeting Republic's standard pre-employment medical requirements, including drug testing. Qualified employees hired by Republic and/or Ratto shall have employment for minimum of 6 months, unless dismissed for cause.

Many of the 11 remaining employees will be retained by the County to fill vacancies that have been held within the Transportation and Public Works Department in anticipation of this MOA. Employees that do not qualify to retain employment with the County, *and* are not employed by the Contractor, will receive severance pay from Republic Services amounting to two-weeks of base pay per year of County service, up to a maximum of 24 weeks of base pay.

To process the transition of employees, authorization to administer the layoff process is necessary. The Department will work with Human Resources to appropriately notify and administer the layoff process in accordance with Civil Service Rule 11 and the applicable MOU for all incumbents in the affected classifications. Human Resources and the Department will continue efforts to mitigate layoffs to the extent possible.

Brief History of the MOA Process

The MOA is the product of the three-year County City Solid Waste Advisory Group (SWAG) collaborative process between the Cities, the County and a diverse group of public stakeholders. This public process was launched by the County Board of Supervisors in December 2009 to build consensus regarding Sonoma County's long-term solid waste and recycling strategy. The provisions of the Draft MOA have been carefully crafted to accomplish the fundamental goals identified through this comprehensive public process. These goals included creating a system that provides:

1. Increased diversion — decreased landfill disposal
2. Public ownership for “local control” — Private operations for “economic efficiencies”
3. No pre-set volume (put-or-pay) disposal commitments — Supports increased diversion and local flexibility
4. Long term liability relief for closure, post-closure, and unforeseen environmental liabilities at the Central Landfill site
5. A sustainable rate model that works with high levels of waste diversion
6. In-county landfill to end reliance on outhaul export of Sonoma County trash
7. Quantifiable greenhouse gas (GHG) reductions
8. Ongoing funding for education, household hazardous waste, and other programs
9. Ongoing funding source for closed county landfill sites

The participants in the SWAG process recognized the significant challenges facing Sonoma County to make the necessary enhancements to our current system to accomplish the policy goals of protecting the environment, increasing diversion, managing our own waste stream in-county, addressing long-term liability and doing all of this on a cost effective basis for the ratepayers. The SWAG, after a long, transparent and public deliberation arrived at a clear preference for addressing this challenge through a model of public system ownership combined with private sector funding and operations. On June 12, 2012, based upon the recommendation of the SWAG, the Board directed County staff to negotiate with existing contractors at the Central Landfill and Transfer Stations in developing a long-term operations agreement that would meet both the SWAG’s goals for diversion, cost efficiency and local control as well as address our regional unfunded solid waste liabilities. The long-term operations agreement would have the current contractors provide solid waste handling services to the County pursuant to Public Resources Code section 40059.

Benefits of the MOA

The structure and scope of the MOA harnesses the strengths of both types of organizations to the benefit of the community. Benefits identified include:

Benefits from the private sector:

1. Funding of \$119 million in infrastructure development
2. Closure and post closure maintenance costs
3. Liability indemnification in perpetuity for the Cities and the County
4. Construction of a Material Recovery Facility (MRF) within the tipping building, contingent on further permitting
5. Guaranteed diversion commitment
6. Overall economic efficiencies

Benefits from the public sector:

1. The County retains ownership of all infrastructure and property for long term flexibility
2. Public enforcement of ongoing contract compliance
3. Public oversight of County owned infrastructure
4. Long term stable and predictable rate structure with public oversight
5. Opportunity to introduce new programs or future technology

The Master Operations Agreement, (MOA), calls for Sonoma County to retain ownership of the County Solid Waste Facilities and enter into a long-term operations contract with Republic Services. Upon approval of the MOA by the Board of Supervisors, the Cities of Sonoma County will be requested to commit their waste flow to Republic Services for a 20-year term. In exchange for the 20-year waste flow commitment each City will receive indemnification in perpetuity for the liabilities related to the Central Landfill along with the other new services

and program benefits that have been incorporated into the MOA to accomplish the SWAG identified goals highlighted above.

Conditions Precedent to the Effectiveness of the MOA

The MOA includes several conditions precedent before it becomes effective. The primary conditions precedent includes: (1) the receipt of City waste flow commitments by all Cities (with the exception of Petaluma); (2) the execution of a settlement agreement between the County and the cities concerning unfunded landfill liabilities; and (3) receipt of all necessary permits. The primary permit - the Waste Discharge Requirements (WDR) permit from the Regional Water Quality Control Board – was approved by the Regional Board on March 14, 2013. Since the waste flow commitments and the amount of the County Concession Payment are tied to the settlement negotiations between the County and the Cities, the final details of the flow commitments and amount of the Concession Payment are still being negotiated.

CEQA Compliance

On June 12, 2012, the Board of Supervisors considered and approved an Addendum to the Sonoma County Central Disposal Site Improvement Program Final Environmental Impact Report (SCH # 1995073068) for the Reopening of the Central Disposal Site, which considered the environmental impacts of reopening the Central Disposal Site. That addendum did not address certain deal points reached in the final MOA, namely the construction of a potential MRF and the implementation of the collection of commercial food waste. These are minor changes to the existing project that was previously evaluated. In light of the final proposed MOA, County staff has prepared an Addendum to the Sonoma County Central Disposal Site Improvement Program Final Environmental Impact Report (SCH#1995073068) for the Master Operations Agreement in accordance with the provisions of CEQA and the State CEQA Guidelines. The analysis detailed in the Addendum concluded that, although there are some minor changes in the project and project circumstances, these changes will not result in any new significant effects, or substantially more severe significant effects than previously examined in the prior environmental documents. In addition, no new information of substantial importance that was not known and could not have been known with the exercise of reasonable diligence at the time of the prior environmental review has been identified that shows that mitigation measures or alternatives that were previously found to be infeasible are now feasible and would substantially reduce one or more significant effects of the proposed project, or that mitigation measures or alternatives considerably different from those analyzed in the prior EIR would substantially reduce one or more significant effects of the proposed project but are not being adopted. Accordingly, a subsequent or supplemental EIR is not required, and this analysis will serve as an Addendum. The MRF will involve both an amendment to the existing CalRecycle solid waste handling permit and a use permit from the County. The plans for the MRF are not finalized and are currently insufficiently detailed for further environmental review. The proposed MRF is discussed in the Addendum on the basis of available information, but will be analyzed further based on detailed plans in the context of subsequent discretionary permits specific to the MRF.

Prior Board Actions:

On April 9, 2013: the Board accepted a report on the draft final MOA, and to public comment and directed staff to modify the final agreement per their direction and bring the MOA back for final approval on April 23, 2013. June 12, 2012: The Board accepted a report providing an update on the activities and recommendations of the County City Solid Waste Advisory Group (SWAG), directed Staff to enter into negotiations with the current operators of the Central Landfill and Transfer Stations for a long term operations agreement for the County Solid Waste Facilities, and authorized the Director of Transportation and Public Works to enter into any necessary contracts to facilitate the negotiations including, without limitation, retaining experts to assist in due diligence activities, provided such contracts do not exceed \$25,000 each. July 12, 2011: The Board accepted a report providing an update on SWAG activities, presenting the recommendations of the SWAG Research Committee Report and the next steps in the SWAG process, the Board provided feedback on the Research Committee recommendations and

directed the County SWAG representative to vote to proceed with a consultant analysis of the recommendations. October 26, 2010: The Board adopted a Resolution stating concurrence with the Sonoma County/City Solid Waste Advisory Group priorities and objectives for developing a regional long-term solid waste option. December 08, 2009: The BOS approved and authorized release of the Request for Proposals (RFP) for Short-Term Transfer Station Operations, Transport and Disposal Services. Directed staff to include two optional services in the RFP for (a) Central Landfill limited disposal resumption operations (up to 558,206 cubic yards total), and (b) re-permitting services related to the Central Landfill (up to 9 million cubic yards) and direct staff to take actions needed to create and provide staff support to a Special Task Force of County and City elected officials to develop a consensus on a long-term solution for solid waste management. October 27, 2009: The Board of Supervisors did not approve the proposed Divestiture of the County Solid Waste Facilities.

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

Providing community members with access to safe solid waste management services, and Goal 2: Economic and Environmental Stewardship, providing the community with a solid waste system which is focused on providing increased recycling and green house gas reductions in a manner that is economically efficient.

Fiscal Summary - FY 12-13

| 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):

As presented today, the MOA, once approved and made effective by the commitment of Sonoma County cities, will have a beneficial fiscal impact to the County by increasing diversion, reducing trash outhaul and resulting GHG emissions, providing a sustainable rate model. The initial rate impact to a typical franchised collection customer is expected to be nominal (less than 4%). The contractor's service fee is adjusted annually, during the 20 year commitment period, by 90% of the change in Consumer Price Index (CPI) with a maximum cap of 3.5% in any given year.

Staffing Impacts

| Position Title (Payroll Classification) | Monthly Salary Range (A – I Step) | Additions (Number) | Deletions (Number) |
|--|---|-----------------------|-----------------------|
| Disposal Supervisor | \$4,835.16-\$5,876.98 | | 1.0 |
| Disposal Worker II | \$4,083.80-\$4,962.13 | | 5.0 |
| Disposal Worker I | \$3,535.93-\$4,299.47 | | 11.9 |
| Building Mechanic I | \$4,308.16-\$5,236.93 | | 1.0 |

| | | | |
|--|-----------------------|--|-----|
| Administrative Aide | \$4,057.71-\$4,934.30 | | 1.0 |
| Narrative Explanation of Staffing Impacts (If Required): | | | |
| <p>As a result of the MOA with Republic, the above-listed positions will be deleted and will result in layoff notices for the incumbents. The Building Mechanic I and the Administrative Aide will have the opportunity to displace to prior held positions within the Department. TPW/County negotiated that the MOA stipulated the hiring of 15 disposal staff members. As a result, Republic will interview and hire 15 positions from the disposal staffing. There are 3 disposal staff that do not currently have an identified position. In an effort to retain those employees, the Department has made an effort to hold vacancies elsewhere in the Department as they have become available. Also, some employees in the division may have the seniority and qualifications to occupy other positions within the Department.</p> <p>Transportation and Public Works and Human Resources are working together in an effort to mitigate layoffs where possible, for those employees not being hired by Republic. Some of the specific layoff mitigation efforts have included:</p> <ul style="list-style-type: none"> • Informational sessions on the County’s recruitment and layoff processes as well as benefits available on layoff/retirement. • Regular communications with staff informing them of employment opportunities within the County. • One-on-one support for individuals as they applied for positions, including identifying potential classifications that would qualify as transfer opportunities. <p>Also, as part of the negotiated MOA, should there be any employees that do not secure a position with Republic or the County; Republic will pay them severance of 2 weeks base pay for each year of service, up to 24 weeks base pay.</p> | | | |
| Attachments: | | | |
| <p>Attachment 1: Final MOA – Redline showing language changes made since the April 9, 2013 Board meeting.</p> <p>Attachment 2: Adopt a resolution making findings related to the approval of the Master Operations Agreement (MOA) for long-term development, operation and maintenance of County Solid Waste Facilities including the Central Landfill and County Transfer Stations located in Annapolis, Guerneville, Healdsburg, Sonoma and at the Central site; authorizing the Chair to execute the MOA; delegating authority to the Director of Transportation and Public Works to file a Notice of Determination for the Addendum to the Sonoma County Central Disposal Site Improvement Program Final Environmental Impact Report (SCH#1995073068) for the Master Operations Agreement in accordance with the provisions of CEQA and the State CEQA Guidelines and delegating authority to staff to take further actions as necessary to meet the conditions precedent to the effectiveness of the MOA.</p> | | | |
| Related Items “On File” with the Clerk of the Board: | | | |
| <ol style="list-style-type: none"> 1. MOA with Exhibits | | | |

**AGREEMENT FOR OPERATION OF THE CENTRAL LANDFILL AND
COUNTY TRANSFER STATIONS**

BETWEEN

COUNTY OF SONOMA

AND

REPUBLIC SERVICES OF SONOMA COUNTY, INC.

_____, 2013

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| Ex. E | Future Compost Facility Map |
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| Ex. P | List of Employment Openings |
| Ex. Q | Materials Recovery Facility Equipment Description |
| Ex. R | Concession Payment Schedule |
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| Ex. T | Waste Management Agency Fee Schedule |
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THIS AGREEMENT FOR OPERATION OF THE CENTRAL LANDFILL AND COUNTY TRANSFER STATIONS is made and entered into between the County of Sonoma, a political subdivision of the State of California (hereinafter “County”) and **REPUBLIC SERVICES OF SONOMA COUNTY, INC.**, a Delaware corporation (hereinafter “Contractor”) as of the _____ day of _____, 2013 (the “Execution Date”).

RECITALS

WHEREAS, the Legislature of the State of California, by enactment of the California Integrated Waste Management Act of 1989 (Public Resources Code sections 40000, et seq.), has declared that it is within the public interest to authorize and require local agencies to make adequate provisions for solid waste handling within their jurisdictions; and

WHEREAS, the County and certain cities within the County desire to provide for the Waste Disposal needs of communities within the County through the County’s network of Transfer Stations, a new Materials Recovery Facility and the Central Landfill; and

WHEREAS, the County, the City County Solid Waste Advisory Group (SWAG) and many of the communities within the region, have established as a goal the diversion from landfilling of eighty percent (80%) of all Waste generated in Sonoma County by 2015, including source separated recyclables and organics, and in order to meet this goal, the County has determined that Contractor and its Prime Subcontractor, The Ratto Group, shall collectively divert from landfilling the minimum annual diversion tonnage set forth in this Agreement; and

WHEREAS, County proposes to enter into this Agreement with Contractor for construction of additional Disposal capacity at the Landfill, operation of the Landfill, construction and operation of a new Materials Recovery Facility and operation of the Transfer Stations and implementation of new diversion programs; and

WHEREAS, Contractor will subcontract out the operation of the Materials Recovery Facility and the Transfer Stations to its Prime Subcontractor; and

WHEREAS, Contractor represents it and its Prime Subcontractor are qualified and willing to operate the Landfill, Materials Recovery Facility and the Transfer Stations pursuant to this Agreement, and

WHEREAS, the County has significant public policy goals in entering into this Agreement. Among these public policy goals, each of which form an essential part of the consideration hereunder, the County desires to (i) provide for in-county disposal of Waste under the terms and conditions specified herein; (ii) enhance in-county diversion through development of a Materials Recovery Facility and other related programs to assist the County, the City County Solid Waste Advisory Group (SWAG) and many of the communities within the region, to meet their goal diversion goal of 80% by 2015; (iii) transfer, on behalf of the County and the Committed Cities, the Closure and Post-Closure Obligations and environmental liabilities and obligations associated with the Central Landfill, under the terms and conditions specified herein; (iv) enter into a long-term tip fee and disposal relationship with Contractor whereby the Committed County Waste and Committed City Waste will be disposed of by Contractor at the Central Landfill at reasonable and stable tip fees as set forth in this Agreement; (v) secure certain

indemnities and releases from Contractor in favor of the County and the Committed Cities with respect to the use, operation and condition of the Land pursuant to the terms and conditions set forth herein; and (vi) in exchange for granting Contractor the right to operate the County Facilities, provide Concession Payments to the County.

NOW, THEREFORE, intending to be legally bound, the parties agree as follows:

ARTICLE 1.~~ARTICLE 1.~~ DEFINITIONS

1.1 Definitions.

Initially capitalized words, terms and phrases in this Agreement shall have the meanings set forth below. Defined terms may also be used in their plural form. As used herein, “including” (and with correlative meaning “include”) means including without limiting the generality of any description preceding such term.

Act “Act” means the California Integrated Waste Management Act of 1989, as amended, Public Resources Code Sections 40000, et seq.

Action “Action” means any Claim, suit, formal or informal arbitration or mediation, inquiry, notice of violation, notice to comply, proceeding or investigation by or before any Governmental Authority.

Active Face “Active Face” means the working surface of the Landfill upon which Wastes are deposited during Landfill operations prior to the placement of daily cover material.

Adjustment Date “Adjustment Date” means each anniversary of the Effective Date.

Affiliate “Affiliate” means any Entity that (a) directly or indirectly controls the specified Entity; (b) is controlled by or is under direct or indirect common control with the specified Entity; (c) is an officer, director, employee, representative or agent of the Entity; (d) is a wholly-owned subsidiary of the Entity; or (e) acquires all or substantially all of the assets of such Entity. For the purposes of this definition, “control”, when used with respect to any specified Entity, means the power to direct the management or policies of the specified Entity, directly or indirectly, whether through the ownership of voting securities, partnership or limited liability company interests, by contract or otherwise.

Agreement “Agreement” means this “Agreement For Operation of the Central Landfill and County Transfer Stations” between the County and the Contractor, including all exhibits and attachments and any future amendments hereto.

Alternative Daily Cover “Alternative Daily Cover” means an alternative material, including tarps or other suitable materials that are not entirely soil and that are authorized and permitted by Applicable Law to be used as daily cover material at the Landfill. Green Waste suitable for composting shall not be used for Alternative Daily Cover; provided, however, that Green Waste fines and contaminated Green Waste may be used for Alternative Daily Cover.

Applicable Law “Applicable Law” or “Applicable Laws” means any (a) statute, law, code, regulation ordinance, rule or common law, including Environmental Laws, (b) Permit(s), (c) binding judgment, or binding judicial or administrative order or decree, (d) written directive, guideline, policy, requirement or other restriction imposed by any Governmental Authority, or (e) similar form of decision of or determination by, or any written interpretation or administration of any of the foregoing by, any Governmental Authority, in each case, which is applicable to or has an impact on this Agreement, the County Facilities, the Land or any party as it relates to this Agreement, whether taking effect before or after the Execution Date.

Assigned Environmental Claims “Assigned Environmental Claims” means any and all Claims against all Entities other than Committed Cities for any and all Losses that County has sustained or Liabilities incurred, and that may be incurred in the future, as a result of Closure and Post Closure Obligations, Remediation, and Environmental Conditions.

Assigned Contracts “Assigned Contracts” means those written agreements set forth in Exhibit A which, pursuant to this Agreement, are assigned by County to Contractor and expressly assumed by Contractor, which assignments and assumptions shall be effective as of the Effective Date, as provided in Section 14.5 (vii).

Beneficial Reuse Materials “Beneficial Reuse Materials” means materials that are incorporated into the operations of the County Facilities in accordance with Applicable Law, including but not limited to material used as or for Alternative Daily Cover, daily or intermediate soil cover, construction of drainage and erosion controls, retaining walls, French drains, sedimentation basins, roads, all weather surfaces, or other non-disposal, beneficial reuse. The term shall not include materials converted for purposes of producing energy or other products.

Board “Board” means the Board of Supervisors for Sonoma County.

CalRecycle “CalRecycle” means the California Department of Resources Recycling and Recovery and any successor agency or department.

CERCLA “CERCLA” means the Comprehensive Environmental Responsibility Compensation and Liability Act, 42 U.S.C.A. §9601 et seq. (West 1983 & Supp. 1989), as amended, and similar State laws, as amended, and the regulations promulgated thereunder.

Central Transfer Station Central Transfer Station means the Transfer Station located on the Landfill Land.

Change in Law “Change in Law” means (a) the adoption of any Applicable Law after the Execution Date, or (b) any change in any Applicable Law or in the interpretation or application thereof by any Governmental Authority after the Execution Date which, in the case of both clauses (a)-(b), impacts the Landfill, Transfer Stations and/or Materials Recovery Facility, and/or Contractor’s operations hereunder, including changes arising out of AB 32 relating to climate change, greenhouse gas management or reduction. “Change in Law” excludes (1) any change in or new Applicable Law proposed or pending (in the current legislative session as of the Execution Date), passed or adopted but not yet effective as of the Execution Date or which was later enacted in similar form (except for new or increased Governmental Fees that become effective after the Execution Date, which shall be reflected as an adjustment in Contractor’s Gate Rates consistent with this Agreement); and (2) any existing Applicable Law issued pursuant to the Regulation to Reduce Emissions of Diesel Particulate Matter, Oxides of Nitrogen and Other Criteria Pollutants, and Greenhouse Gases from In-Use Heavy Duty Diesel-Fueled Vehicles, Cal. Code Regs, title 13, section 2025.

City “City” means a city or town located in the County, including cities that are formed or organized after the Execution Date. “Cities” means all such cities and towns. As of the Execution Date, the Cities include: Cloverdale, Cotati, Healdsburg, Rohnert Park, Santa Rosa, Sebastopol, Sonoma and the Town of Windsor.

Claim “Claim” means any and all demands, requests and/or rights for indemnification, contribution or defense, claims, counter-claims, cross claims, Actions, suits, investigations, causes of action, hearings or proceedings.

Closed County Landfills “Closed County Landfills” means the former landfills located immediately adjacent to or under the Transfer Stations (other than the Central Transfer Station). The Landfill is not a “Closed County Landfill” for purposes of this Agreement.

Closure “Closure” means the process by which the Landfill, or a portion of the Landfill, that is no longer receiving Waste, undergoes all operations as required by the approved closure plan and Applicable Law to prepare the Landfill (or portion thereof as appropriate) to enable it to undergo Post-Closure. Closure shall not be complete until the Closure Date.

Closure and Post-Closure Obligations “Closure and Post-Closure Obligations” means any and all obligations related to Closure and Post-Closure of the Landfill required by (i) Applicable Law including (A) any obligation to decommission, deactivate, demolish, seal, cover, grade, landscape, monitor, clean, remediate, excavate, investigate, analyze, test, maintain or close the Landfill or any portion thereof, and (B) the obligation to fund, deposit and maintain Financial Assurances. Closure and Post-Closure Obligations shall remain until the Closure Date and Post-Closure Date respectively.

Closure Commencement Date “Closure Commencement Date” means the date which is concurrent with the end of the Committed Waste Period, or if Contractor’s operations are extended in accordance with this Agreement the County Facilities Operations Period, when among other things Contractor ceases accepting all Waste for Disposal at the Landfill.

Closure Date “Closure Date” means the date on which all Governmental Authorities with jurisdiction over Closure of the Landfill have accepted the Contractor’s certification that the Landfill has been closed in accordance with Applicable Law, or alternatively when all such Governmental Authorities or the County have indicated in writing that Closure of the Landfill has been completed.

Commercial Food Waste “Commercial Food Waste” means all Food Waste except for Residential Food Waste.

Committed City “Committed City” means a City that has executed a Waste Delivery Agreement. “Committed Cities” shall be the plural of Committed City.

Committed City Waste “Committed City Waste” means, as to each Committed City, Waste from the jurisdictional area of such Committed City that is described in the Waste Delivery Agreement (excluding all exclusions therefrom) for such Committed City and collected and hauled by the Committed City or the City’s Franchised Haulers or by any other person or Entity over which the City has Flow Control. [Committed City Waste shall also include any residuals remaining after the processing of Source Separated Recyclable Materials or Waste collected in a Committed City at any Prime Subcontractor’s and its Affiliates’ recycling and material recovery facility in Sonoma County.](#)

Committed County Waste “Committed County Waste” means all Waste generated in any unincorporated area of the County and any Waste which by any lawful means the County has Flow Control over and which is collected or hauled by the County, or by any County Franchised Hauler or by any other Entity over which the County has Flow Control, but excluding the exclusions therefrom in [Section 12.2](#). [Committed County Waste shall also include any residuals remaining after the processing of Source Separated Recyclable Materials or Waste collected in the County at any Prime Subcontractor’s and its Affiliates’ recycling and material recovery facilities in Sonoma County.](#)

Committed Waste “Committed Waste” means Committed City Waste and Committed County Waste.

Committed Waste Period “Committed Waste Period” means the first 20 years of Contractor’s operations under this Agreement during which the County and the Committed Cities agree to deliver their respective Waste to Contractor for Disposal under this Agreement.

Compost Facility “Compost Facility” means the compost facility located on a portion of the Landfill Land. The boundaries of the Compost Facility are more particularly described in [Section 4.2B](#).

Compost License Agreement “Compost License Agreement” means that certain Compost License Agreement by and between County, as Licensor, and the Waste Management Agency, as Licensee, attached in [Exhibit B](#), which governs the terms and conditions of the use of the Compost Facility by the Waste Management Agency and its operator.

Construction and Demolition Wastes “Construction and Demolition Wastes” means wood, wallboard, ferrous and non-ferrous metals, glass, any fibrous material (including paper, cardboard, newspaper), plastic, concrete, and other Recyclable Materials and Wastes generated by residential, commercial and industrial demolition, remodeling and construction activities.

Contractor “Contractor” means Republic Services of Sonoma County, Inc.

Contractor Parties “Contractor Parties” means the Contractor, its Prime Subcontractor and their Affiliates or any of their respective officers, directors, employees, agents, representatives, contractors, consultants, successors and assigns.

Contractor Service Fees “Contractor Service Fees” means the per ton compensation provided to Contractor pursuant to this Agreement.

Contractor Service Fee Adjustment “Contractor Service Fee Adjustment” means an adjustment to the Contractor’s Service Fees as provided for in [Article 11](#).

Corporate Guaranty “Corporate Guaranty” means the form of corporate guaranty attached hereto as [Exhibit C](#) which has been duly authorized and executed by Contractor’s parent company, Republic Services, Inc.

Corrective Action “Corrective Action” means the portion of the Financial Assurance obligations required under Applicable Law to demonstrate financial responsibility for known or

reasonably foreseeable releases and any activity necessary to bring the Landfill into compliance with Applicable Law, prevent a reasonably foreseeable release or Remediate a known release to the environment.

County “County” means the County of Sonoma as the contracting party under this Agreement.

County Concession Payments “County Concession Payments” means those payments to be paid by Contractor to County in consideration of the exclusive rights granted by County to Contractor to operate the County Facilities for the Term of this Agreement, which are more particularly described in Article 10. ~~The initial County Concession Payment shall be \$ _____ per ton.~~

County Facilities “County Facilities” means the Central Landfill, the Transfer Stations, and/or the Materials Recovery Facility. As of the Execution Date of this Agreement, “County Facilities” do not include the Compost Facility or the Household Hazardous Waste Facility. In the event County exercises its option in Article 7 to have Contractor control the operations of the Compost Facility and/or the Household Hazardous Waste Facility, and the Contractor agrees in writing to do so, then such facility(ies) shall be deemed to be included in the definition of “County Facilities”.

County Facilities Operations Period “County Facilities Operations Period” means the period after the expiration of the initial twenty year Committed Waste Period during which Contractor may operate either the Central Facilities or all County Facilities as provided herein, (which may include periods during which some or all of the County and Committed Cities may renew their commitment to deliver Waste to the County Facilities). The County Facilities Operations Period may commence in one of three ways: (1) by Contractor unilaterally exercising its right under Section 2.1 to continue to operate the Central Facilities only; (2) as a result of Contractor’s response to a Third Party Proposal as described in Section 2.2; or (3) by the County and/or Committed Cities exercising their right under Section 12.5 to extend their Waste Commitments.

County Group “County Group” means County and its supervisors, officers, directors, employees, successors and assigns.

CPI “CPI” means the Consumer Price Index published by the United States Department of Labor, Bureau of Labor Statistics, “All Items” for All Urban Consumers in the San Francisco-Oakland-San Jose metropolitan area (1982-1984=100). If the CPI index is no longer in effect, the successor index that replaces the CPI index will be utilized for purposes of this Agreement.

Customer “Customer” means any individual, commercial business, licensed or franchised waste hauler, or other Entity that pays a fee or is otherwise entitled to use any of the County Facilities.

Disposal “Disposal”, “Dispose” or “Disposed” means the final disposition of Waste by burial.

Disposal Tonnage “Disposal Tonnage” means the tons of Waste delivered by the County or a Committed City or their Franchised Haulers to any County Facility.

Dispute Claim “Dispute Claim” means any claim or controversy between the parties arising out of or concerning the interpretation of this Agreement, which is subject to the Dispute Resolution Provision of this Agreement.

Dispute Resolution “Dispute Resolution” means the non-judicial resolution of disputes between the parties as described in the “Dispute Resolution Provisions” in Article 17.

Effective Date “Effective Date” means the date upon which all approvals of this Agreement are final and all conditions to the effectiveness of this Agreement, as described in Article 12, have been fully satisfied.

Execution Date “Execution Date” means the date first above written, which shall be deemed the date upon which duly authorized representatives of the County and Contractor have all signed this Agreement.

Entity “Entity” means an individual, partnership, joint venture, corporation, Limited Liability Company, trust, association, unincorporated organization or any Governmental Authority.

Environmental Conditions “Environmental Conditions” means:

~~(a)~~ **(a)** **with respect to the Landfill**, the presence, release, threat of release or existence of Hazardous Substances, pollutants, contaminants, Leachate, and Landfill Gas introduced into, on, over, about or from (i) the Landfill Land; and (ii) the air, soil, surface impoundments, ditches, trenches, surface water, water runoff, stormwater runoff, groundwater and/or drinking water at the Landfill Land; in all cases set forth in clauses (i)-(ii), existing prior to or as of the Effective Date and during the Term, which are required to be addressed under Applicable Law.

~~(b)~~ **(b)** **with respect to the Transfer Stations and Materials Recovery Facility**, the presence, release, threat of release or existence of Hazardous Substances, pollutants, contaminants, and Grey Water through air, soil, surface impoundments, ditches, trenches, surface water, water runoff, stormwater runoff, groundwater, improvements, buildings, structures, fixtures, machinery and/or equipment to or from the Land, resulting from operation of these Transfer Stations or the Materials Recovery Facility during the Committed Waste ~~Commitment~~ Period and any County Facilities Operations Period which are required to be addressed under Applicable Law. With respect to these Transfer Stations and the Materials Recovery Facility, “Environmental Conditions” excludes any migration or contamination of Hazardous Substances, pollutants, contaminants, leachate and/or landfill gas or other hazardous conditions caused by or associated with the Closed County Landfills.

~~(c)~~ **(c)** **With respect to the transportation of Waste**, the spill or release of Waste or Waste contact liquids from vehicles used by Contractor or its Prime Subcontractor in the performance of this Agreement.

~~(d)~~ (d) Unless the County exercises its option in Article 7 to have Contractor control the operations of the Compost Facility, Future Compost facility and/or the Household Hazardous Waste Facility, and Contractor agrees in writing to do so, then the definition of “Environmental Conditions” shall not include the presence, release, threat of release or existence of Hazardous Substances, pollutants, contaminants, compost leachate, or nuisances, arising prior to, from or after the Effective Date to the extent they are caused by or result from the presence or operation of the Compost Facility, Future Compost Facility, the Household Hazardous Waste Facility, or any other composting operation allowed by County on the Land.

Environmental Laws “Environmental Laws” means any Applicable Law, as in effect from time to time, relating to air quality, water quality (including surface water, stormwater, groundwater, drinking water, and wastewater discharges), Hazardous Substances, Waste, Green Waste or Yard Waste, Household Hazardous Waste, Food Waste, Medical and Infectious Waste, Mixed Waste, Recyclable Materials, Organic Material, Landfill Gas, Leachate, Financial Assurance and similar environmental matters, including, but not limited to, the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. § 9601 et seq.), the Hazardous Materials Transportation Act (49 U.S.C. § 1801 et seq.), the Resource Conservation and Recovery Act (42 U.S.C. § 6901 et seq.), the Federal Water Pollution Control Act (33 U.S.C. § 1251 et seq.), the Clean Air Act (42 U.S.C. § 7401 et seq.), the Toxic Substances Control Act (15 U.S.C. § 2601 et seq.), the Oil Pollution Act (33 U.S.C. § 2701 et seq.) the Emergency Planning and Community Right-to-Know Act (42 U.S.C. § 11001 et seq.), the Porter-Cologne Water Quality Control Act (Cal. Wat. Code § 13020, et seq.), the Safe Drinking Water and Toxic Enforcement Act of 1986 (Cal. Health & Safety Code § 25249.5, et seq.), the Hazardous Substance Account Act (Cal. Health & Safety Code § 25300, et seq.), the California Integrated Waste Management Act of 1989 (Cal. Public Resources Code § 40000 et seq.), Cal. Health & Safety Code § 39000 et seq., 14 Cal. Code of Regulations § 18010 et seq., 23 Cal. Code of Regulations § 2510 et seq., 27 Cal. Code of Regulations § 20005 et seq., and the Hazardous Waste Control Act (Cal. Health & Safety Code § 25100, et seq.).

Financial Assurances “Financial Assurances” means any one or any combination of mechanisms to demonstrate, fund and maintain financial responsibility for the Landfill as required by Applicable Law including Closure, Post-Closure, Corrective Action and Operating Liability.

Financial Assurances Mechanism “Financial Assurances Mechanism” means letters of credit, surety / performance bonds or equivalent financial assurances mechanisms acceptable to ~~CalReycle~~[CalRecycle](#) in amounts estimated to total \$52 million upon the Effective Date. The final total amount and form of the Financial Assurances Mechanisms shall be determined by the applicable Governmental Authorities in accordance with Applicable Law. Forms of the proposed Financial Assurances Mechanisms are attached hereto as Exhibit D. The amount of the Financial Assurances Mechanisms shall be reduced as Closure and Post-Closure activities occur and/or the remaining cost of Closure and Post-Closure is reduced, all to be in accordance with Applicable Law.

Flow Control “Flow Control” means the legal ability of the County or of a City to deliver, or cause an Entity to deliver, Waste to a solid waste facility. The County or a City may

have “Flow Control” by means of a contract, franchise, permit, authorization or license issued by the County or City, respectively, to an Entity, or it may also exist by reason of Applicable Law.

Food Waste “Food Waste” means material that will decompose or putrefy including pre and post-consumer kitchen and table food scraps; animal or vegetable waste that is generated during or results from the storage, preparation, cooking or handling of food stuffs; fruit waste; grain waste; dairy waste; meat and fish waste; and paper or waxed cardboard contaminated with various food waste, compostable plastics and compostable foodware. This material can be generated at residential and commercial premises including restaurants, grocery stores and other food processing facilities.

Force Majeure Event “Force Majeure Event” means the occurrence of any of the following events that materially and adversely affects Contractor’s ability to perform obligations under this Agreement or Contractor’s costs in operating the County Facilities, provided that such events (or the effects of such events) could not have been avoided by the exercise of due diligence or reasonable efforts by Contractor and subject to notice requirements and the duty to mitigate through the most economical means practical: (a) war (including civil war and revolution), invasion, armed conflict, violent act of foreign enemy, military or armed blockade, or military or armed takeover of the Facility, in each case occurring within the State of California; (b) any act of terrorism or sabotage, in each case occurring within the State of California; (c) biological contamination, nuclear explosion or nuclear contamination; (d) fire, explosion, flood, earthquake, landslide, fissure, volcanic activity, tsunami, ionizing radiation that causes direct physical damage to a County Facility or to all of the transportation routes to and from a County Facility; (e) a national strike or local strike not directed at Contractor (and excluding any strike within the control of Contractor); (f) the inability of or refusal by the Water Treatment Plant to accept some or all of the Leachate from the Landfill, or some or all of the liquids from the Compost Facility or Future Compost Facility that Contractor agrees may be delivered to the Water Treatment Plant through the Leachate Pipeline; (g) the unavailability for any reason of the Leachate Pipeline or the Rohnert Park sewer line to convey to the Water Treatment Plant some or all of the Leachate from the Landfill, or some or all of the liquids from the Compost Facility or Future Compost Facility that Contractor agrees may be delivered; (h) any percentage increase in diesel fuel costs, starting from a baseline of \$5 per gallon, that is more than the percentage CPI increase for Contractor’s Service Fees that Contractor has accumulated at any given point in time and that Contractor has incurred as a result of increased payments made to the Prime Subcontractor in accordance with the Prime Subcontract; and (i) an illegal or criminal act, not caused by Contractor or its agents, that causes direct damage to a County Facility or its access or which otherwise interferes with Contractor’s performance of this Agreement.

Franchised Hauler “Franchised Hauler” means an Entity that collects and hauls Waste pursuant to a contract, franchise, permit, authorization or license issued by the County (as to Committed County Waste) or a Committed City (as to its Committed City Waste), as such franchises, licenses, contracts, permits and authorizations may be amended from time to time.

Future Compost Facility “Future Compost Facility” means that certain site located on the Landfill Land which may be developed by the Waste Management Agency, or its successor, as more particularly depicted in Exhibit E attached hereto.

Gate Rates “Gate Rates” means those rates, fees, or charges, whether expressed as per-ton tipping fees or other charges, charged to Customers of the Transfer Stations, the Materials Recovery Facility and/or Landfill.

Governmental Authority “Governmental Authority” and “Governmental Authorities” mean either individually or collectively any federal, state, local or other governmental, regulatory or administrative agency, governmental commission, department, board, subdivision, court, tribunal, other governmental arbitrator or arbitral body or other public agency.

Governmental Fee Component “Governmental Fee Component” or “Governmental Fee” means the component of the Gate Rate collected by Contractor at the scale houses, representing per ton fees assessed by various Governmental Authorities, that Contractor remits to such Governmental Authorities as more fully described in Section 11.6.

Green Waste or Yard Waste “Green Waste” or “Yard Waste” shall have the meaning set forth in that certain Joint Powers Agreement dated February 11, 1992 by and among the County and the Cities which defines it as “any wastes generated from the maintenance or alteration of public, commercial or residential landscapes including, but not limited to, yard clippings, leaves, tree trimmings, pruning, brush, and weeds”.

Grey Water “Grey Water” means water that has come into contact with Waste at the Transfer Stations and Materials Recovery Facilities and, therefore, the collection and storage systems are autonomous from the storm water runoff systems.

Guarantor “Guarantor” means Republic Services, Inc., a Delaware corporation.

Hazardous Substances “Hazardous Substances” means any waste, chemical, material or substance that is listed or regulated, whether presently or in the future, under Environmental Laws as a “hazardous” or “toxic” substance, including “hazardous substances” as defined in 42 United States Code section 9601 (14) and “hazardous waste” as defined in California Health and Safety Code section 25117 and 25117.9.

Hired Employee “Hired Employee” has the meaning ascribed to it in Section 4.12 A.

Holiday “Holiday” means a day which is one of the following legal holidays recognized for purposes of this Agreement: January 1, Easter Sunday, July 4, Labor Day, Thanksgiving and December 25. No other legal holidays are considered a “Holiday” for purposes of this Agreement.

Household Hazardous Waste “Household Hazardous Waste” or “HHW” shall have the meaning set forth in California Code of Regulations, Title 14, Division 7, Chapter 7, Article 1.1, §18502, or successor laws and regulations as may be amended from time to time.

Household Hazardous Waste Facility “Household Hazardous Waste Facility” means the household hazardous waste facility located on a portion of the Landfill Land. The boundaries of the Household Hazardous Waste Facility are more particularly described in Section 4.2B.

Household Hazardous Waste Facility License Agreement “Household Hazardous Waste Facility License Agreement” means that certain HHW License Agreement by and between County, as Licensor, and the Waste Management Agency, as Licensee, attached in Exhibit F, which governs the terms and conditions of the use of the Household Hazardous Waste Facility by the Waste Management Agency and its operator.

Impacted Facility Employees “Impacted Facility Employees” has the meaning ascribed to it in Section 4.12 A.

Indemnified Claim “Indemnified Claim” means any Claim specifically described in Article 15 that is covered by one of the parties’ respective indemnity obligations set forth in Article 15.

Land “Land” means that certain real property located in the County of Sonoma, State of California and more particularly described on Exhibits G-1, G-2, G-3, G-4 and G-5, together with all rights, privileges, easements and appurtenances thereto, including all rights-of-way and other appurtenances used in connection with the beneficial use or enjoyment of all such real property and, as to the Landfill Land, including Landfill Gas and rights and equipment related thereto. As used in this Agreement, the “Land” shall not include the Closed County Landfills, even if they are a part of the property described in Exhibits G-2 through G-5.

Landfill “Landfill” means that certain landfill located on the portion of the Land described on Exhibit G-1 and commonly known as the Central Landfill. To the extent that the landfill boundaries are altered over time, the landfill, as altered, shall be considered as part of the “Landfill”.

Landfill Gas “Landfill Gas” means methane or other gas generated by the decomposition of, or a chemical activity occurring within, Waste deposited within the Landfill.

Landfill Land “Landfill Land” means all that certain Land more particularly described on Exhibit G-1, which is comprised of approximately 432 acres.

Leachate “Leachate” means liquid generated by Waste deposited within the Landfill, by the extended contact of water or other liquid with Waste deposited within the Landfill or by the flowing of water or other liquid through the Landfill underdrains and similar equipment.

LEA “LEA” means the County local enforcement agency, certified by the CalRecycle.

Leachate Pipeline “Leachate Pipeline” means the approximately 5 mile leachate pipeline from the Landfill to the interconnect with the Rohnert Park sewer line located at the intersection of Rohnert Park Expressway and Stony Point Road, for ultimate transmission of untreated Leachate from the Landfill to the Water Treatment Plant.

Liabilities “Liabilities” means all debts, liabilities and obligations, whether legal or equitable, accrued or fixed, absolute or contingent, matured or unmatured, determined or determinable, foreseen or unforeseen, ordinary or extraordinary, patent or latent, including those arising under any Applicable Law (including any Environmental Law), Claim or Action and those arising under any contract, agreement, arrangement, commitment or undertaking.

Losses “Losses” means any and all damages, assessments, losses, Liabilities, judgments, orders, interest, costs, expenditures, attorneys’ fees, debts, liens of any kind and nature whether known or unknown, penalties, fines, interest and expenses, including court costs and investigative, remedial, construction, consultant, expert witness, legal, engineering, accounting and other fees and expenses.

Material County Default “Material County Default” means a material default by the County, after being given notice and an opportunity to cure the failure pursuant to Section 16.4 of this Agreement, where such failure significantly impacts the core benefits of the Agreement for Contractor including the following types of defaults: (1) sustained interference with Contractor or Prime Subcontractors’ performance under the Agreement; (2) failure to direct all or any substantial portion of County Committed Waste to the County Facilities; (3) failure to take reasonably necessary enforcement action against a County Franchised Hauler to require the hauler to pay Gate Rates on Waste delivered to County Facilities; (4) failure to provide Contractor with rights provided in this Agreement for access to, use or improvement of County Facilities, Land and appurtenant easements; (5) opposition to or interference with the granting, renewal or modification of permits, licenses or approvals that Contractor needs to perform its obligations in this Agreement and that Contractor is authorized to seek under this Agreement; (6) the destruction or elimination by County of environmental control systems or material components thereof; and (7) failure to provide Contractor with indemnity for County Indemnified Claim.

Materials Recovery Facility “Materials Recovery Facility” or “MRF” means that portion of the Central Transfer Station building interior that will contain materials recovery and processing equipment for the purposes of sorting Recyclable Materials from Waste.

Medical and Infectious Waste “Medical and Infectious Waste” means biomedical waste generated at hospitals, public or private medical clinics, dental offices, research laboratories, pharmaceutical industries, blood banks, mortuaries, veterinary facilities and other similar establishments including waste regulated pursuant to the California Medical Waste Management Act.

Mixed Waste “Mixed Waste” means Waste that includes both Recyclable Materials and Waste in varying proportions.

Operating Liability “Operating Liability” means the portion of the Financial Assurance obligations required under Applicable Law to demonstrate financial responsibility for compensating third parties for bodily injury and property damage caused by accidental occurrences, including exposure to pollution.

Operating Year “Operating Year” means each successive period of twelve (12) months during the Committed Waste Period and any County Facilities Operations Period. The initial Operating Year under this Agreement begins on the Effective Date.

Organic Material “Organic Material” means Food Waste and Green Waste.

Permits “Permits” means the Solid Waste Facilities Permits, the Waste Discharge Requirements applicable to the Landfill Land, excluding the portion of the Landfill Land used

for operation of the Compost Facility, the permits listed on and included within Exhibit H and all other necessary permits, licenses, consents, orders, certificates, authorizations, waivers, approvals and variances issued by a Governmental Authority including, in each case, all agreements, mandates, requirements, and directives related thereto, applicable to the ownership, operation and management of the County Facilities, currently in effect or issued after the Execution Date (including any transfers, modifications, successors or reissuances thereof).

Permitted Disposal Capacity “Permitted Disposal Capacity” means the capacity of the Landfill to Dispose of additional Waste (in addition to the Waste already Disposed of and in place at the time in question) under Permits in effect as of the Execution Date, as well as any additional Disposal capacity allowed in any and all future Permits.

Post-Closure “Post-Closure” means all activities undertaken at the Landfill following Closure to maintain the integrity of the containment features and to monitor compliance with applicable performance standards which are required for Post-Closure of the Landfill under the closure plan and Applicable Law. Post-Closure shall not be complete until the Post-Closure Date.

Post-Closure Date “Post-Closure Date” means the date on which all Governmental Authorities with jurisdiction over Post-Closure of the Landfill have accepted the Contractor’s certification that the Post-Closure and any then required Remediation work has been completed in accordance with Applicable Law, or alternatively when all such Governmental Authorities or the County have indicated in writing that the Remediation and Post-Closure of the Landfill has been completed.

Power Purchase Agreements “Power Purchase Agreement” means any agreement or arrangement entered into by Contractor directly or indirectly with any other Entity for the sale of Landfill Gas or the sale of electricity or other form of energy produced from the conversion of Landfill Gas.

Prime Subcontract “Prime Subcontract” means that certain subcontract agreement between Contractor and Prime Subcontractor, a copy of which is attached as Exhibit I.

Prime Subcontractor “Prime Subcontractor” means, with respect to the Transfer Stations and Materials Recovery Facility, The Ratto Group of Companies, Inc., a Delaware corporation, which has entered into a separate operations agreement with Contractor (the Prime Subcontract) whereby Prime Subcontractor, among other things, will operate the Materials Recovery Facility and the Transfer Stations and will provide transportation services between these County Facilities.

Prudent Solid Waste Practices “Prudent Solid Waste Practices” means any of the practices, methods and acts engaged in or approved by a significant portion of the solid waste and landfill industry during the relevant time period, or any of the practices, methods or acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety, environmental compliance and stewardship and expedition. Prudent Solid Waste Practice is not intended to be the optimum

practice, method or act, but rather to be acceptable practices, methods or acts generally and significantly accepted in the solid waste and landfill industry, and specifically in the State of California. Prudent Solid Waste Practices shall be consistent with Applicable Law at the time such practices were followed.

Recyclable Materials “Recyclable Materials” means glass, fibrous material (including paper, cardboard, newspaper), wood, green waste and organic material, food waste, concrete, plastic, ferrous and non-ferrous metal, aluminum, used motor oil and filters, and any other materials that are Recycled.

Recycle “Recycle”, “Recycled” and “Recycling” each mean and refer to the process of collecting, sorting, cleansing, treating, and/or reconstituting Recyclable Materials and Mixed Wastes and returning them to the economic mainstream in the form of raw material for new, reused, or reconstituted products that meet the quality standards necessary to be used in the marketplace.

Remediate or Remediation “Remediate” or “Remediation” means any or all of the following activities, to the extent required by Applicable Law to address the actual or threatened presence of Environmental Conditions associated with the Landfill Land whether such activity is conducted at the Landfill Land or off-site of the Landfill Land boundary: (i) monitoring, investigation, sampling, testing, analysis, treatment, cleanup, containment, remediation, removal, burning, mitigation, transportation, disposal, handling, response or restoration work, including pumping of Leachate from the portion of the Landfill referred to as Landfill 1; (ii) any other activities that are reasonably necessary or appropriate or required under Applicable Law or Prudent Solid Waste Practices; (iii) known or reasonably foreseeable corrective action as required by the RWQCB, CalRecycle, the LEA or other Governmental Authority (iv) obtaining and maintaining Permits (including revisions or modifications), consents, approvals, directives or authorizations of any applicable Governmental Authority necessary to conduct any work identified in (i) through (iii); and (v) preparing, implementing and/or submitting any reports, plans, sampling, analysis, other requests or studies for work identified in (i) through (iii).

Residential Food Waste “Residential Food Waste” means all Food Waste generated by Customers owning or occupying single family homes or residential structures with no more than four separate residential living units.

RWQCB “RWQCB” means the North Coast Regional Water Quality Control Board.

Security Letter of Credit “Security Letter of Credit” means that certain letter of credit in the amount of \$3 million as required by Section 14.1.

Self-Haul Waste “Self-Haul Waste” means all Waste, Special Waste and Beneficial Reuse Materials that are delivered to the County Facilities other than Committed County Waste and Committed City Waste.

Sonoma County “Sonoma County” is meant as a more general reference to the jurisdictional boundaries and residents of the County of Sonoma.

Source Separated “Source Separated” means materials separated from an owner’s Waste at the owner’s premises with the intention of diversion for a beneficial use. Such materials include wood, metal, glass, plastic, cardboard, office paper and yard debris. For purposes of this definition, “owner” means the individual resident or commercial business generating the materials. Source Separated materials for the purpose of this definition should have no more than ten percent (10%) maximum residue that is not Recyclable Material and shall include only those materials placed in separate designated containers, which shall only include residential recycling, recyclable materials collected from business and Organic Material collected from residential, commercial and industrial customers, and collected by a Franchised Hauler. Source Separated materials for the purpose of this definition do not include Food Waste.

Specially Handled Waste “Specially Handled Waste” includes, but is not limited to, discarded materials that may require special handling by the Contractor in order to be properly Disposed in the Landfill. Specially Handled Waste are those materials which fall into the following general categories: (a) bulky items, including field plastic, box springs, mattresses, appliances, wood stumps over 2 foot in diameter, tree limbs or poles over 8 feet in length, and other similar bulky items intended for Disposal; and (b) loads that require special burial.

Special Waste “Special Waste” means any solid, liquid, semi-solid, gaseous material and associated containers which would not normally be disposed of by a municipal garbage removal and disposal system, which by way of example would include materials generated as a direct or indirect result of an industrial process or from the removal of contaminants(s) from the air, water or land. “Special Waste” includes any Waste from a non-residential source that includes, but is not limited to any of the following: industrial process waste, pollution control waste, incinerator residues, ash, spent catalyst, coke, sludges; tires, bottom settlements and water from storage tanks, oily silt, gasoline additive residues, tars, oils, grease, contaminated soil, contaminated wood, dead animals, residue, debris, articles from the cleanup of a spill or release of materials listed in this section, and regulated asbestos-containing material as defined in 40 CFR 61.141.

Term “Term” means the duration of this Agreement, as specified in Section 2.1, unless terminated earlier in accordance with Section 16.2.

Third Party “Third Party” means any Entity other than the County, the County Group, a Committed City or Contractor.

Third Party Claim “Third Party Claim” means any Claim by a Third Party except a Third Party Environmental Claim.

Third Party Environmental Claim “Third Party Environmental Claims” means (i) any Claim by a Third Party, including any toxic tort Claims, related to any past, present or future Environmental Condition of the Landfill, excluding the Household Hazardous Waste Facility, the Compost Facility, Future Compost Facility or any other composting operations on the Landfill Land, unless and until the Contractor assumes operations of such facilities and operations consistent with the terms of this Agreement; and (ii) any Claim by a Third Party for any Environmental Condition arising during the Committed Waste Period or County Facilities Operations Period, associated with the Transfer Stations or Materials Recovery Facility.

Transaction Records “Transaction Records” means Contractor’s books of account and records of transactions conducted involving Waste, County Concession Payments, Waste Management Agency Fees and any other related matters as provided herein.

Transfer Stations “Transfer Stations” means those certain County owned transfer stations which are located on the portion of the Land described on (i) Exhibit G-1 and commonly known as the Central Transfer Station; (ii) Exhibit G-2 and commonly known as the Annapolis Transfer Station; (iii) Exhibit G-3 and commonly known as the Guerneville Transfer Station; (iv) Exhibit G-4 and commonly known as the Healdsburg Transfer Station; and (v) Exhibit G-5 and commonly known as the Sonoma Transfer Station. The Transfer Stations expressly exclude the Closed County Landfills.

Unpermitted Material “Unpermitted Material” means materials that the Landfill, Transfer Stations and/or Materials Recovery Facility may not receive under Applicable Law.

Waste “Waste” means all putrescible and nonputrescible solid, semi-solid and associated liquid wastes, including garbage, trash, refuse, paper, rubbish, ashes, industrial wastes; discarded non-hazardous home and industrial appliances; dewatered, treated or chemically fixed sewage or sludge that is not a Hazardous Substance; manure; vegetable or animal solid and semi-solid wastes; other discarded solid and semi-solid wastes; Mixed Waste; Construction and Demolition Wastes; Recyclable Materials, Beneficial Reuse Materials, Organic Material, agricultural wastes; and non-hazardous industrial wastes; and any other types of waste allowed to be received at the County Facilities under their Permits. Waste does not include (i) Hazardous Substances; (ii) Medical and Infectious Waste; HHW and (iii) other material that is not allowed by Applicable Law to be received at a County Facility to which it is delivered.

Waste Delivery Agreement “Waste Delivery Agreement” means an agreement between Contractor and any City that wishes to become a Committed City, the form of which is attached hereto as Exhibit J.

Waste Management Agency “Waste Management Agency” means that certain joint powers agency created pursuant to the Joint Powers Agreement dated February 11, 1992 by and among the County and the Cities, including any successor agency. Currently the expiration date of the JPA is February, 2017, however, the parties to the Joint Powers Agreement may extend the life of the Waste Management Agency past such date.

Waste Management Agency Fee “Waste Management Agency Fees” mean those fees collected by Contractor as part of the Governmental Fee Component of the Gate Rate, which are to be paid by Contractor to the County for use by the Waste Management Agency. The initial Waste Management Agency Fee shall be \$4.50 per ton.

Water Treatment Plant “Water Treatment Plant” means the Subregional Wastewater Treatment and Reclamation System Laguna Plant in Santa Rose, California.

Wood Waste “Wood Waste” shall have the meaning set forth in that certain Joint Powers Agreement dated February 11, 1992 by and among the County and the Cities which defines it as “solid waste consisting of wood pieces or particles which are generated from the

manufacturing or production of wood products, harvesting, process or storage of raw wood materials, or construction and demolition activities.”

ARTICLE 2.~~ARTICLE 2.~~ TERM

2.1 Term of Agreement.

This Agreement shall commence on the Effective Date. This Agreement shall remain in effect during the Committed Waste Period, the County Facilities Operations Period, and until completion of all Closure, Post-Closure, Remediation of the Landfill, and work necessary to address Environmental Conditions at the Transfer Stations or Materials Recovery Facility (“Term”).

Pursuant and subject to all other terms and conditions of this Agreement, the Contractor will operate the County Facilities during the Committed Waste Period. Although the Waste delivery commitments of the County and Committed Cities to the Contractor and County Facilities may expire at the end of the Committed Waste Period, the Contractor shall nevertheless have the option to elect to continue to operate the County Facilities despite the absence of such Waste delivery commitments. This extended period or any other period provided herein during which Contractor may operate the County Facilities following the Committed Waste Period (which may include periods during which some or all of the County and Committed Cities may still commit to deliver their Waste to the County Facilities) will be known as the “County Facilities Operations Period.”

Consistent with Section 2.2 of this Agreement, Contractor may provide notice of its election to continue operating beyond the Committed Waste Period by delivering written notice to the County of Contractor’s election to do so, no later than 18 months before the expiration of the Committed Waste Period.

At the end of the longer of the Committed Waste ~~Commitment~~ Period or County Facilities Operations Period, all Landfill, Transfer Station and Materials Recovery Facility operations under this Agreement, except Closure, Post-Closure, Remediation of the Landfill and any work to address Environmental Conditions at the Transfer Stations and Materials Recovery Facility, shall cease upon the earlier to occur of: (a) the Landfill has no remaining Permitted Disposal Capacity; (b) ~~that~~the date that Contractor is required to commence final Closure of all portions of the Landfill by order of a Governmental Authority with jurisdiction to do so, and such order is non-appealable and final; (c) the Contractor commences final Closure of all portions of the Landfill, provided the Contractor does not commence such final Closure prior to the expiration of the Committed Waste Period unless the Landfill ceases to have Permitted Disposal Capacity prior to expiration of the Committed Waste Period; or (d) upon written agreement of the County and Contractor.

When Contractor commences final Closure of all portions of the Landfill, absent further agreement with Contractor, the County shall take over operation of the Materials Recovery Facility and the Transfer Stations. Contractor may, at its election, perform a partial Closure of a portion of the Landfill at any time. Such partial closure shall not constitute final Closure of the Landfill for purposes of triggering the cessation of Contractor’s rights to operate the County Facilities. Contractor’s obligations under this Agreement shall continue after the later of the end of the Committed Waste Period or County Facilities Operations Period until Contractor completes all Closure and Post-Closure Obligations, Remediation of the Landfill and any work

to address then existing Environmental Conditions at the Transfer Stations and/or Materials Recovery Facility.

2.2 County and City Option To Obtain Third Party Proposal.

No later than 12 months prior to the termination of the Committed Waste ~~Commitment~~ Period or any County Facilities Operations Period in which the County and/or any Committed City elect to provide their Committed Waste to Contractor for Disposal in accordance with the Agreement, the County and any Committed City may at their joint option present to Contractor a single written proposal from one or more joint third party proposers (hereinafter, “Third Party Proposal”) obtained by the County and such Committed Cities for the materials processing and disposal of Waste from the waste stream representing a minimum of 60% of the Committed County Waste and Committed City Waste then being delivered to Contractor under this Agreement (“Minimum Extension Commitment”).

A. Minimum Requirements of Third Party Proposal.

The Third Party Proposal shall meet the following minimum requirements:

- It must be bona fide;
- It must be for a term commencing on the expiration of the Committed Waste Period or the then current expiration date of the County Facilities Operations Period and extending for a minimum of five years thereafter or the projected date when the Landfill will run out of Permitted Disposal Capacity, whichever is sooner,
- It must be in writing and signed by a duly authorized representative of the proposer(s),
- It must be capable of being jointly accepted by the County and Committed Cities until the expiration date of the Committed Waste Period, or the then current expiration date of the County Facilities Operations Period in the event the parties have already entered into an extension agreement, and, in the event of acceptance by the County and Committed Cities, it must then be legally binding on the proposer(s), the County and the Committed Cities;
- It must state all material terms and conditions for (a) the processing of the County and Committed City waste stream through a permitted materials recovery facility with capacity for such waste stream; (b) the disposal of residue from such materials recovery facility and of all Waste that is not processed through the materials recovery facility at a permitted landfill with capacity to receive such residue and Waste other than the Central Landfill; and (c) all ancillary services being provided at the time the Third Party Proposal is received;
- The material terms must include substantially the same material terms and conditions of this Agreement, to reflect a fair comparison between Contractor’s

services under this Agreement if it is extended and the alternative proposal obtained from the Third Party Proposer(s); and

- The County and Committed Cities must accept such proposal if the Contractor does not exercise its option, described below, to enter into a written extension of the County Facilities Operations Period on “Equal Terms” to the Third Party Proposal.
- Alternatively, instead of Disposal through landfilling, the Third Party Proposal may propose the use of a Conversion Technology to dispose of residual Waste. As used herein, “Conversion Technology” means any technology, process or treatment for permanently disposing, treating or converting Waste, other than Disposal in a landfill, so that the Waste no longer represents a potential source of air, ground water or surface water contamination as required and permitted by Applicable Law. Without limiting the generality of the foregoing, Conversion Technology includes transformation, gasification, digestion, composting, autoclave conversion and other forms of conversion of Waste other than landfill Disposal permitted under Applicable Law.

B. Contractor’s Option To Meet Terms and Conditions of Third Party Proposal.

If the County and Committed Cities timely present a Third Party Proposal to Contractor that meets all of the foregoing requirements, then Contractor shall have 90 days to either:

~~(1)~~ (1) agree in a writing duly executed by Contractor to extend the County Facilities Operations Period by providing the County and Committed Cities “Equal Terms” compared with the Third Party Proposal Price per ton, provided that the County and such Committed Cities comprising the Minimum Extension Commitment agree in a writing duly executed by them to commit their Waste to the County Facilities for the term of years contained in the Third Party Proposal; or

~~(2)~~ (2) decline to offer Equal Terms to the County and Committed Cities, in which case Contractor shall nevertheless be entitled to extend at its sole option the County Facilities Operations Period in accordance with Section 2.1, but such extension shall only be effective with respect to the Central Landfill, Central Transfer Station and Materials Recovery Facility.

If Contractor agrees to extend the County Facilities Operations Period with the County and Committed Cities on Equal Terms, then Contractor, the County and Committed Cities shall all execute a written extension of the County Facilities Operations Period containing such Equal Terms no later than 30 days before the then termination date of the Committed Waste ~~Commitment~~ Period or the then applicable County Facilities Operations Period.

C. Definition of Equal Terms.

As used herein, the phrase “Equal Terms” means: a per ton price for scale house services, transfer, transportation, materials recovery, disposal and/ or use of Conversion Technology and all ancillary services being provided at the time the Third Party Proposal is received that is

adjusted relative to the per ton pricing contained in the Third Party Proposal (the “Third Party Proposal Price per Ton”) to reflect all of the following factors:

- The “Third Party Proposal Price per Ton” shall include all costs that would be incurred by the County and Committed Cities if the Third Party Proposal is accepted by them, that are contained in said proposal, but also including, if not set forth in said proposal, all costs for scale house services, transfer, round trip transportation, recycling processing and marketing services, materials recovery, disposal and/ or use of Conversion Technology and all ancillary services being provided at the time the Third Party Proposal is received for the term of the Third Party Proposal, including all taxes, fees, assessments, franchise fees, mitigation fees and surcharges associated with the use of any solid waste facilities under the Third Party Proposal or that otherwise would be paid by County and the Committed Cities if said proposal was accepted by them, as such costs would be escalated over the proposed term of the Third Party Proposal;
- The Third Party Proposal Price per Ton shall not be reduced in determining the “Equal Terms” by any contingent or fluctuating rebates or discounts based on variables such as the future value of recyclable materials or other indeterminate factors. Additionally, in determining the “Equal Terms”, the amount of governmental fees paid to entities within and outside of Sonoma County such as the Waste Management Agency Fee and County Concession Payment shall also be included in the analysis;
- The Third Party Proposal Price per Ton shall include a cost factor reflecting the value of greenhouse gas savings or reductions associated with using the County Facilities rather than the Third Party facilities;
- Contractor shall be deemed to have agreed to extend the County Facilities Operations Period on Equal Terms to the Third Party Proposal Price per Ton if Contractor agrees to offer a service fee with price escalators during the proposed term of the Third Party Proposal extension period no greater than the Third Party Proposal Price per Ton as adjusted for Equal Terms as defined in this section.
- In the case where the Third Party Proposal includes the use of Conversion Technology, Contractor may propose to dispose of residual Waste through a Conversion Technology that is the same or substantially equivalent to the Conversion Technology described in the Third Party Proposal; provided, however, that if the Third Party Proposal employs any patented or proprietary technology not reasonably available to Contractor, Contractor may propose to use an alternative Conversion Technology that employs similar processes to reasonably achieve the same environmental benefits as the Conversion Technology contained in the Third Party Proposal.

2.3 Extension of Waste Commitments.

In the alternative to the option of the County and Committed Cities set forth in Section 2.2 above, the County and the Committed Cities shall have the option to extend their Waste Delivery Agreements, subject to Contractor's approval, pursuant to the terms and conditions set forth in Section 12.5 of this Agreement.

2.4 Expiration of Rights to County Facilities Upon Closure Commencement.

Upon the Closure Commencement Date, Contractor will no longer operate any of the County Facilities absent further written agreement of the parties; provided, however, Contractor will retain a license to complete Remediation, its Closure and Post-Closure Obligations and any remaining work to address Environmental Conditions at the Transfer Stations and Materials Recovery Facility. Upon the Closure Commencement Date, the County shall have the right to use the County Facilities except for the Landfill in any manner it deems fit.

2.5 Closure and Post-Closure Obligations; Continuing Obligations.

Upon the Closure Commencement Date, the Contractor shall timely complete any work to address then existing Environmental Conditions at the Transfer Stations and Materials Recovery Facility consistent with the terms of this Agreement, and commence Closure of the Landfill. Following Governmental Authority approval of the Closure, Contractor shall perform Post-Closure of the Landfill, and County shall grant Contractor a license and access to the County Facilities to perform this work. This license and grant of access shall remain in effect until the earlier of: (a) Contractor's completion of its Closure and Post-Closure Obligations, any Remediation, and any work to address any such Environmental Conditions at the Transfer Stations or Materials Recovery Facility; or (b) the County instructs Contractor to cease performing the Closure and Post-Closure Obligations and Remediation and releases Contractor from any and all remaining duties and obligations Contractor may have under this Agreement or Applicable Law relating in any way to the County Facilities, and provides for and obtains the release by CalRecycle and any other applicable Governmental Authority of Contractor's remaining Financial Assurances.

Until completion of all Remediation and Closure and Post-Closure Obligations, Contractor shall retain full rights to operate the Landfill Gas to energy plant and all related components of the Landfill Gas collection system. During such period Contractor shall also own and retain all gas rights in the Landfill and the right to receive and retain all revenues, tax credits and other benefits accruing from control and operation of the Landfill Gas collection system and the Landfill Gas to energy plant.

The Committed Cities are intended as, and shall be deemed to be, third party beneficiaries of the Contractor's Remediation obligations and Closure and Post-Closure Obligations, and obligations to address Environmental Conditions at the Transfer Stations and Materials Recovery Facility in accordance with the triggering events and conditions set forth in this Agreement

ARTICLE 3.~~ARTICLE 3.~~ GENERAL INTENT OF AGREEMENT

3.1 Operation of County Facilities.

In entering into this Agreement, Contractor shall assume overall responsibility for the post-collection receipt, processing and Disposal of Waste generated within Sonoma County and full responsibility for maintaining all aspects of the County Facilities. This Agreement describes the Contractor's obligations and Liabilities with respect to: the permitting, build-out, filling of Permitted Disposal Capacity, Remediation and Closure and Post-Closure Obligations; the provision by Contractor of materials recovery equipment at the Central Transfer Station, so that a portion of the Central Transfer Station will operate as a Materials Recovery Facility; the operation of the Central Transfer Station and Materials Recovery Facility; the operation of the County Transfer Stations in Annapolis, Guerneville, Healdsburg and Sonoma; addressing any Environmental Conditions that arise at the Transfer Stations and Materials Recovery Facility during the Committed Waste Period and any County Facilities Operations Period; and the operation of the scale houses at the County Facilities. Contractor shall operate the County Facilities so as to achieve the minimum Waste diversion (recycling) rates described in this Agreement. Throughout the Term of this Agreement, as between Contractor and the County, Contractor shall have all ownership and operational responsibilities and Liabilities for the Landfill subject to the limitations expressed in this Agreement. Throughout the Committed Waste Period and any County Facilities Operations Period, as between Contractor and the County, Contractor shall have all ownership and operation responsibilities and Liabilities for Transfer Stations (excluding the Closed County Landfills) and Materials Recovery Facility subject to the limitations expressed in this Agreement, and such responsibilities and Liabilities shall continue for any Environmental Conditions arising during the Committed Waste Period and any County Facilities Operations Period until the Environmental Conditions have been fully addressed.

Neither Contractor nor any of its subcontractors shall have any obligation whatsoever (including but not limited to closure, post-closure, monitoring, maintenance, and any release response, remediation or clean-up) with respect to the Closed County Landfills or the migration of Hazardous Substances, leachate or landfill gas from the Closed County Landfills, including those Closed County Landfills that are located under or proximate to some of the Transfer Stations.

3.2 Waste Flow Commitments.

In exchange for Contractor's operation of the County Facilities, the County agrees, and the parties will request that Cities agree, to deliver or cause their Franchised Haulers or other Entities over which they have Flow Control to deliver to the County Facilities all Waste collected within their respective jurisdictions as described in Article 12. All Waste and Beneficial Reuse Materials delivered to any of the County Facilities will be required to pay Contractor a Gate Rate per ton established pursuant to this Agreement. The effectiveness of this Agreement is conditioned upon the Contractor receiving enforceable Waste Delivery Agreements satisfactory to Contractor from the County and Cities as provided in Article 12.

3.3 Changing Regulatory Environment.

Contractor acknowledges that given the Term of this Agreement, it is expected that Applicable Law will change and may require more stringent requirements than those specified as of the Execution Date of this Agreement. Notwithstanding the foregoing, and subject to its other rights in this Agreement, Contractor shall comply with Applicable Law as it applies to Contractor's obligations under this Agreement, including Contractor's obligations to perform Remediation and address Environmental Conditions at the Transfer Stations and Materials Recovery Facility, and Contractor's Closure and Post-Closure Obligations. If the specific requirements in this Agreement for a Gate Rate adjustment are met, Contractor shall have the right to an increase in the Gate Rates for Committed County Waste and Committed City Waste.

ARTICLE 4.~~ARTICLE 4.~~ GENERAL OPERATIONS AND MAINTENANCE OF ALL COUNTY FACILITIES

4.1 General.

Each of the provisions of this Article shall apply to the Contractor's operations at the County Facilities during all time periods that the Contractor is operating thereon pursuant to this Agreement.

Contractor shall provide all labor, supervision, equipment, materials, supplies, and all other items necessary to perform its obligations under this Agreement. All activities of Contractor hereunder shall comply with Applicable Law.

Subject to other provisions in this Agreement, including without limitation Section 3.1 as it pertains to the Closed County Landfills, Contractor accepts all County Facilities and the Leachate Pipeline in their "AS IS, WHERE IS" condition and state of repair as of the Execution Date. County makes no representations or warranties, express or implied, with respect to the existence, extent or absence of Environmental Conditions at the County Facilities or the condition and state or repair of the County Facilities, and Contractor enters into this Agreement relying solely on its own independent judgment and after conducting its own due diligence investigation of the County Facilities, including the Environmental Conditions at, on and under the Landfill.

Contractor shall maintain all County Facilities in good condition and repair, suitable for use by the public, and in accordance with Prudent Solid Waste Practices, but with normal wear and tear excepted. At the end of the Committed Waste Period or County Facilities Operations Period, whichever is later, Contractor shall leave the County Facilities in good condition and repair and working order, with the understanding that (a) Contractor shall comply with its, Remediation and Environmental Conditions obligations and Closure and Post Closure Obligations and (b) Contractor shall not be obligated to deliver the Transfer Stations to the County in better condition than the condition of the Transfer Stations on the Effective Date. The expected capital replacement schedule for the Transfer Stations is set forth in Exhibit K. On or before the Effective Date, the parties shall document the existing condition of the Transfer Stations that will be used as a baseline to compare with the condition of the Transfer Stations at the end of the Committed Waste Period or County Facilities Operations Period, whichever is later.

4.2 County Facilities.

A. Contractor's Right to Use County Facilities During Agreement Term.

Subject to Section 4.2 B below, Contractor shall have an exclusive non-revocable license for the Term of this Agreement, to operate, use and improve the County Facilities and the Land and their associated rights-of way, utilities and easements as provided in this Agreement. Contractor's license shall be terminable pursuant to the same terms and conditions as apply to termination of this Agreement. The County shall not unreasonably interfere with the Contractor's license and rights set forth herein or materially interfere with Contractor's performance of this Agreement.

For the Term of this Agreement, Contractor shall have the right and privilege to use the County's existing structures ~~and~~ facilities, wells, electrical, water, pipelines and other utility lines and conduits (to the extent reasonably deemed necessary or advantageous by Contractor for Contractor to perform its obligations under this Agreement), and to install additional portable or permanent structures, wells, utility lines, pipelines and conduits suitable for the performance of this Agreement, maintenance of equipment, storage of supplies, employee facilities and office functions. Contractor shall have the exclusive right to use the existing office and administration building and the maintenance building and shop at the Landfill Land. Any such alterations or improvements shall be at Contractor's sole cost and expense. Contractor shall be responsible for maintenance of all buildings, structures and other improvements located on the Land for the Committed Waste Period and County Facilities Operations Period. The area(s) for placement of any additional facilities or structures constructed by the Contractor on the Land shall be subject to County's approval, which shall not be unreasonably withheld. Contractor has the right and privilege to lease portable facilities and structures for Contractor's use in lieu of constructing facilities or structures.

In addition, upon the granting of all final permits and approvals by the County, Contractor shall have the right to install such materials processing, sorting and baling equipment at the Central Transfer Station and to make alterations in the Central Transfer Station floor and building as deemed necessary by Contractor for the purpose of operating a Materials Recovery Facility, which may include, but not be limited to, those items described in Article 6.

All costs and charges for any alterations or improvements to a County Facility, or any equipment required in connection with the use and operation thereof, shall be the obligation of Contractor. Contractor shall at its expense have the responsibility of obtaining all necessary Financial Assurances, Permits and approvals, including any and all necessary environmental review, for any building, facility, structure or equipment provided by Contractor. County agrees to cooperate with Contractor in obtaining all necessary Permits and approvals by executing any applications or documents required in connection therewith for improvements approved by County, which approval shall not be unreasonably withheld.

Contractor is expressly advised that nothing contained herein shall be construed as authorizing, nor interpreted as a representation that the County will authorize, the construction, installation or use of any structure, facility or equipment contrary to Applicable Law, including the applicable provisions of the zoning ordinance, building code, fire code or other applicable ordinances of the County, nor as a representation that the County shall grant any exception or variance from any such Applicable Law for such purposes; provided, however, that if any authorization, Permit or approval required by Contractor to perform under this Agreement is not granted by the County, the Contractor shall be excused from performing the impacted obligations to the extent Contractor is prevented by the lack of such authorization, Permit or approval to perform such obligations.

Because the Guerneville and Healdsburg Transfer Stations may overlay a portion of Closed County Landfills at these facility sites, Contractor shall not perform any excavation activities at the Guerneville and Healdsburg Transfer Stations without the prior written consent of County.

B. Cooperation with Other Contractors, Licensees, Lessees and Vendors.

The other contractors, licenses and reserved facilities listed in this Section 4.2B below (and as more particularly described on Exhibit L) shall continue to be located at the County Facilities and shall remain outside the control of Contractor. Contractor acknowledges and agrees that the contractors, licenses and reserved facilities listed below shall retain certain rights of access and use of the County Facilities. Except for the uses described below, County represents and warrants that as of the Effective Date, no other parties will have a right of access to or use of the County Facilities. County has provided Contractor with all copies of the leases, agreements and licenses for the contractors, licenses and reserved facilities described on Exhibit L and Contractor understands and has reviewed the contents thereof. Contractor shall not violate the terms of any lease, license or access right of such parties and shall cooperate with all of such vendors, contractors, licensees and lessees and not interfere with their respective rights, use and enjoyment with respect to the County Facilities. County represents and warrants that it has not modified, canceled or otherwise amended any of the leases, licenses or access rights provided to Contractor prior to the date hereof, and from and after the Effective Date, County will not modify, cancel or otherwise amend any of such rights or documents in a manner which creates a material impact on Contractor's rights hereunder without the prior written consent of Contractor.

1. Compost Facility
2. Future Compost Facility
3. Household Hazardous Waste Facility
4. Reuse and Recycling Operations at Sonoma Transfer Station
5. CNG Grant Agreement
6. UNAVCO License Agreement
7. Guerneville Maintenance Site

C. Transport of Compost to Compost Facility.

Contractor shall allow the Waste Management Agency or its contractor access to the County Facilities for purposes of transferring and transporting Source Separated loads of Organic Material, that are delivered to the County Facilities, to the Compost Facility or Future Compost Facility. Should the Waste Management Agency or its contractor reject any Source Separated loads of Organic Material delivered by Contractor's Prime Subcontractor due to excessive contamination of the materials, Contractor's Prime Subcontractor shall either remove such materials from the County Facilities, at its expense, or dispose of the rejected materials at the County Facilities by paying Contractor the Gate Fees normally charged for Residuals from Prime Contractor's in-County Processing operations. Contractor shall not have any obligation to transfer and transport Source Separated loads of Organic Material, that are delivered to the County Facilities, to the Compost Facility or Future Compost Facility.

D. Electrical Connections; Utilities.

Contractor may, at its own expense, install electrical connections and lines, in addition to any such electrical connections existing at the Landfill Land, the Materials Recovery Facility and the Transfer Stations as of the Effective Date. Installation and maintenance of such additional electrical connections and lines shall be the responsibility of Contractor, provided, however, that nothing in this Agreement shall prohibit Contractor from passing these costs on to its subcontractors. County shall cooperate with Contractor in obtaining any such connections and lines. Contractor shall be solely responsible for the provision of utilities, including electricity, gas, sewer and water, to the County Facilities and payment of any utility bills relating to the County Facilities during the Committed Waste Period and County Facilities Operations Period. County shall not add or impose any charges, surcharges or markups to utility bills or charges associated with Contractor's use of wells, or electrical, water or other utilities serving the County Facilities. County shall not take or fail to take any action which would cause the cessation nor interruption of any utilities to the County Facilities. Contractor acknowledges that water at the Healdsburg Transfer Station is shared with the nearby County road yard owned by County and usage is subject to County approval, in its reasonable discretion.

The Compost Facility, any composting operations at the Landfill Land, the Household Hazardous Waste Facility, and any other third party operators and operations at the Landfill Land, and not Contractor, shall be responsible for obtaining and paying for any and all utility connections, utility connection fees and charges, utility related permits and approvals, including but not limited to electrical, water, power, gas, sanitary, waste water, storm water, cable, internet, and other utilities, and for the payment of all associated utility hookup fees, bills, charges, taxes, fines and penalties associated therewith.

E. Telephone

Contractor shall maintain a telephone at the Landfill and each Transfer Station at all times. All charges for telephone service installed and/or used by Contractor shall be the sole responsibility of Contractor. In the event a phone line is unavailable, Contractor shall provide a two-way radio or cellular phone at the Landfill and each Transfer Station.

F. Sanitary Facilities and Drinking Water for Employees.

Contractor shall provide sanitary facilities for its employees at the Landfill and each Transfer Station. A well maintained chemical toilet and hand wash facility are the minimum requirements. In addition, Contractor shall provide on-site potable drinking water for all employees.

G. Days and Hours of Operation.

Contractor shall operate the Landfill and Transfer Stations during no less than the days and hours that these County Facilities are being operated as of the Execution Date (as set forth in Exhibit M) and no more than allowed by the Permits. In addition, after the first full year of MRF operations, Contractor shall operate the MRF a minimum of forty (40) hours per week, unless an alternative minimum is approved in writing by the County.

H. Other Provisions.

Contractor shall provide all other necessary facilities including, but not limited to: eye wash stations, personal protective equipment, and other items that may be required to comply with California Division of Occupational Safety and Health and Department of Transportation standards, or other Applicable Laws at each of the County Facilities.

I. Permits and Financial Assurances

Regardless of whether the County or the Contractor are identified as the owner, operator, discharger, responsible party or other similar designation on any Permit required under Applicable Law to operate or maintain the County Facilities during the Term of this Agreement, as between County and Contractor, Contractor shall have all responsibilities and Liabilities to obtain and maintain all Permits, and comply with all terms of the Permits.

Subject to agency approval, Contractor shall be designated as the operator under the Solid Waste Facilities Permits for the Landfill and the Transfer Stations. Subject to agency approval, Contractor shall be designated as the discharger in the Waste Discharge Requirements for the Landfill, excluding the Compost Facility and Future Compost Facility. The Solid Waste Facilities Permit shall designate the Waste Management Agency as the discharger for the Compost Facility and Future Compost Facility.

Contractor shall be responsible to prepare, and to the extent permissible under Applicable Law, submit, all required monthly, quarterly and annual reports as required under any Permits. Contractor shall not seek any future Permit modifications without giving the County prior written notice.

With the exception of the Compost Facility, Future Compost Facility and the Household Hazardous Waste Facility, unless Contractor assumes responsibility for these operations in accordance with Article 7 of this Agreement, Contractor, at its expense, shall do all work necessary to apply for, maintain and comply with all Permits required for continued operation of the Landfill, the Transfer Stations and the Materials Recovery Facility, for Closure and Post-Closure, Remediation and to address Environmental Conditions. By way of example only, Contractor shall be responsible for preparation of the Joint Technical Document, including any revisions or modifications required by Applicable Law.

County shall fully cooperate with Contractor and shall provide all information in County's possession and execute all documents and instruments reasonably necessary to enable Contractor to obtain all such Permits.

Contractor shall be required to comply with all Financial Assurances required under Applicable Law. Contractor shall provide County with all cost estimates for Financial Assurances at least 15 business days prior to submitting them to any Governmental Authority. Contractor shall reasonably consider any comments or concerns raised by the County with respect to the cost estimates, but Contractor's obligations with respect to the amount or form of such Financial Assurances shall not exceed those requirements imposed by Applicable Law. Contractor's Financial Assurance obligations shall not be a basis for a Force Majeure Event or

trigger a Contractor Service Fee Adjustment, unless the obligations are changed due to a Change in Law.

J. Obligation to Keep County Informed and Provide Access

Throughout the Term, Contractor shall provide the County, within five (5) business days of receipt by Contractor, written notice of any Action or Claim by a Governmental Authority or Third Party that relates to the County Facilities. Throughout the Term, Contractor shall provide the County, within a reasonable time after knowledge by Contractor, with written notice of any other matters related to the County Facilities that reasonably could materially interfere with Contractor's performance of its obligations in this Agreement. Contractor's obligation hereunder extends to the activities of all Contractor's subcontractors, including the Prime Subcontractor. Throughout the Term, Contractor shall copy County on any communications, other than communications related to day to day operations, to a Governmental Authority and provide County with a copy of such communication, to the extent County is not already copied, related to the following: (i) Permit compliance, monitoring and reporting, renewals, modifications and revisions; (ii) alleged non-compliance at any of the County Facilities, including efforts to resolve and achieve compliance; (iii) submittals related to Remediation or work to address Environmental Conditions; (iv) Closure and Post-Closure Obligations; and (v) Financial Assurance.

4.3 Hazardous Waste Exclusion Program.

Contractor shall not knowingly or negligently allow receipt or Disposal of material other than Waste at the Landfill. It is recognized that some non-approved materials, including Hazardous Substances or Household Hazardous Waste, and any other prohibited Waste excluded under the Permits, may occasionally be unloaded by a Customer.

Contractor shall follow the County's Hazardous Waste Exclusion Plan which meets the requirements of Applicable Law. The Hazardous Waste Exclusion Plan provides for Contractor's ability and responsibility to reject loads that are discovered to contain Hazardous Substances or Household Hazardous Waste. Contractor shall implement the approved Hazardous Waste Exclusion Plan using Prudent Solid Waste Practices.

Contractor shall use suitable temporary storage that is in place at the Landfill and at the Transfer Stations for Hazardous Substances and Household Hazardous Waste that are discovered through the implementation of the Hazardous Waste Exclusion Plan (or otherwise) in conjunction with Contractor's operation of the Landfill, the Transfer Stations and the Materials Recovery Facility. Contractor shall, at its expense, arrange for the transport and disposal, and transport and dispose of such materials in accordance with Applicable Law or require that the Entity or Franchised Hauler which delivered such materials to the County Facility, remove such materials in a timely manner and transport it to an appropriate disposal location. Contractor shall transport such materials on a daily basis to temporary storage lockers and have such materials removed at intervals required by Applicable Law or more frequently as necessary. Ownership or title to such Hazardous Substances or Household Hazardous Waste shall remain with the generator thereof and shall not be deemed to have passed to Contractor or the County.

4.4 Required Signage and Traffic Control.

Contractor will provide signage identifying the County Facilities, the hours of operation for the County Facilities and other programs located on the Landfill Land, rules applicable to the County Facilities and signs at the Landfill and Transfer Station scale houses listing the appropriate Gate Rates, prohibited materials and other information as deemed necessary by County. Contractor shall be responsible for all costs and activities associated with future signage as information incorporated into the signage changes or the signs are in need of repair, replacement or relocation.

Contractor shall be responsible for providing all on-site signage necessary to safely and efficiently direct traffic from the scale houses to the material unloading areas of the Landfill, Transfer Stations and Materials Recovery Facility.

4.5 Waste Acceptance.

Contractor shall develop and maintain adequately sized unloading areas at the County Facilities for Waste, including Specially Handled Waste, soil, asphalt and concrete materials, Construction and Demolition Waste, and Green Waste so as to provide a safe and efficient environment for vehicles to unload their vehicles. Unloading areas shall be of sufficient design to provide for safe distances between unloading vehicles, accommodate the turning radius of a tractor-trailer vehicle, enable the queuing of vehicles during peak usage periods and ensure that vehicles do not have to come into contact with Wastes in order to unload their vehicles. Contractor shall control dumping at all locations that Wastes are unloaded, including, but not limited to, the Active Face and the inert material unloading and stockpiling areas, inspect Waste loads for prohibited materials in accordance with the County's Hazardous Waste Exclusion Plan, and perform other duties as may be required to operate the County Facilities in compliance with this Agreement, Applicable Laws, and Prudent Solid Waste Practices.

A. Materials Salvaging Prohibited.

Contractor shall take all steps reasonably necessary and consistent with Prudent Solid Waste Practices to prevent its employees, Customers, and any other users of the County Facilities from engaging in any materials salvaging activities.

B. Soil and Concrete.

At its sole discretion, Contractor may accept and stockpile materials that can feasibly be reused onsite at the Landfill, including clean fill dirt, rock and concrete. Said materials shall be available for the Contractor's use for Landfill maintenance activities as needed during the Committed Waste Period, County Facilities Operations Period and Closure of the Landfill. In no event shall Contractor be entitled to use such materials for any facility other than the Landfill.

C. Tires.

Whole tires encountered during Disposal operations shall be removed by Contractor and stockpiled in a designated area adjacent to the Active Face or at the Transfer Stations. Contractor, at its expense, shall arrange for proper disposal consistent with Applicable Law.

4.6 Litter Control.

Contractor shall be responsible for both on-site and off-site litter control as follows:

A. On-Site Litter Control.

Contractor shall use Prudent Solid Waste Practices to maintain and keep the County Facilities free of litter including adding additional temporary employees to collect litter. Said efforts shall be consistent with the requirements of Applicable Law. Litter consists of any Waste outside of the Active Face or any other unloading, designated storage areas or stockpiling areas. Contractor shall be solely responsible for maintaining the County Facilities in a clean and sanitary condition and shall be responsible for any public nuisance created as a result of its operations. Contractor shall construct and maintain litter fences at the Landfill during windy conditions to contain blowing Waste. Contractor shall provide adequate personnel to collect and properly dispose of litter from the Landfill, as needed, and to keep the litter fences clear of Waste.

B. Off-Site Litter Control.

Contractor shall be responsible for the prompt removal of litter blown off-site to surrounding properties as well as litter along those portions of public roads shown on Exhibit N. Prior to entering off-site properties to pick-up litter, Contractor shall contact the landowner(s) for permission to enter. If any landowner refuses entry by Contractor, Contractor shall document such refusal and shall not enter the refusing landowner's property unless and until the landowner subsequently gives permission to either County or Contractor to enter the subject property. In addition, Contractor shall reimburse County for its reasonable costs, not to exceed \$25,000 per year (as adjusted by the CPI), to provide additional litter control services by the California Highway Patrol around the public roads near the Landfill Land.

4.7 Vector Control.

Contractor shall use Prudent Solid Waste Practices to control birds, rodents, insects and other disease carrying or breeding organisms, consistent with Applicable Law. Contractor shall provide any chemical sprays, traps and similar measures approved by Governmental Authority to control these pests, as necessary.

4.8 Dust Control.

Contractor shall comply with all requirements of Applicable Law including but not limited to the applicable Air Quality Management District with respect to dust control and mitigation. Contractor shall maintain all existing dust control systems existing at the County Facilities. Contractor shall provide sufficient equipment and manpower to apply water for the alleviation and prevention of dust that may occur during Contractor's daily operations at the County Facilities. Contractor shall post, adhere to and make all reasonable attempts to have Customers adhere to traffic speeds on all on-site unpaved roads of fifteen (15) miles per hour or less.

Contractor shall water active on-site roadways at the Landfill as needed to suppress dust. Watering may be suspended during periods of wet weather, provided that visual inspection indicates that dust generation has ceased.

4.9 Fire Safety.

A. Fire Control.

Should any fires occur, it shall be the responsibility of Contractor to notify the fire department immediately, to use all available methods to control and extinguish such fires, and to notify the County of the event within 2 hours of Contractor's first knowledge of the event.

B. No Smoking Allowed.

At no time shall smoking be allowed at any of the County Facilities.

C. Burning.

No burning shall be permitted at the County Facilities and Contractor shall use all reasonable means and act in a manner consistent with Prudent Solid Waste Practices to prevent burning of any kind at the County Facilities.

4.10 Equipment.

Contractor shall supply all equipment necessary to handle, push, cover or transfer Waste, maintain on-site roads, provide dust control, perform both on and off-site litter clean-up services, excavate and transport soils and/or other operational materials, conduct Remediation and Closure and Post-Closure Obligations, address Environmental Conditions and otherwise perform the requirements of this Agreement. Equipment shall be of sufficient size and quantity to safely and efficiently operate the County Facilities and shall comply with Applicable Law.

Contractor is responsible for providing and maintaining equipment which will operate with a minimum of down time. Should any individual piece of equipment necessary for the daily Disposal of Wastes, Remediation, Closure and Post-Closure Obligations or to address Environmental Conditions become non-operational for a period of more than eight (8) hours, or if it is unavailable to perform necessary work at the end of the working day, Contractor shall immediately provide substitute equipment, unless the Contractor, in its reasonable discretion and consistent with Prudent Solid Waste Practices, determines that the piece of equipment is not necessary to properly complete the day's work, or, in the case of Remediation, work to address Environmental Conditions or performance of Closure and Post-Closure Obligations, as authorized by Applicable Law.

Contractor shall promptly remove all equipment and other property not used in, or necessary for proper operations. Contractor shall furnish or have available at all times sufficient backup equipment or provide substitute equipment to prevent material delay in the Disposal of Wastes as a result of breakdowns or peak loading conditions.

As of the Effective Date, the County will transfer to Contractor the title and registration (if applicable) for no consideration other than the Contractor's other covenants in this Agreement, all County equipment and rolling stock itemized in Exhibit O.

As of the Effective Date, Contractor shall take ownership, title to and be entitled to use all County equipment and rolling stock itemized in Exhibit O.

As of the Effective Date, the Contractor shall have a license to fully occupy and utilize, for the Term of this Agreement, the County's existing maintenance facility and administrative building at the Landfill. This license shall include all equipment, fixtures, furniture, tools, supplies and inventory in or about said buildings, in addition to the equipment being transferred by County to Contractor as described in Exhibit O.

When the County Facilities revert back to the County upon the commencement of Closure, the County shall have use of the administrative building but will provide Contractor with the use of an office during the period of Contractor's performance of Closure and Post-Closure and Remediation.

4.11 Labor.

A. Sufficient Number of Employees

Contractor shall employ and have on duty, during all hours that the County Facilities are required to be open, a sufficient number of trained and competent employees to perform efficient operations. Contractor shall have additional labor forces available within 24 hours of severe wind events to provide on-site and off-site litter control.

B. On-Site Contractor Representative; Employee General Qualifications/Training.

At least one of Contractor's (or in the case of the Transfer Stations, the Prime Subcontractor's) employees shall be designated as a representative to interact with the County and Customers, shall be at the Landfill and the Transfer Stations in each case during all weekday hours of operation and shall be reachable by phone at all times. One such representative is required for each County Facility. Contractor shall notify the County in writing of each such representative at least 30 days prior to the commencement of services under this Agreement.

C. Employee Clothing.

Contractor employees and subcontractors shall wear identifying uniforms and appropriate personal safety equipment, including, but not limited to, hard hats, rain gear, steel-toed boots, back supports, hearing protection, and other appropriate equipment. Contractor is responsible at all times to enforce use of all such safety equipment by its employees.

D. Safety Program and Monthly Safety Meetings.

Contractor shall develop and maintain a complete safety program for the County Facilities. Contractor shall provide documentation to the County, at least annually, that

Contractor and Contractor's employees are adhering to this safety program. Contractor shall conduct operations, safety, and Hazardous Substances recognition training meetings at least monthly.

E. Retaining Additional Services from County.

Contractor may request to use additional County resources throughout the Committed Waste Period by paying County on a time and material basis for such resources. Such additional resources may include: (i) the use of Supervised Adult Crews to perform services in and around the County Facilities; and (ii) services provided by County employees who have specialized technical expertise about the County Facilities, such as a County employee with a job classification of Landfill Facilities Specialist. Contractor shall submit a request for additional services at least 14 days prior to Contractor's need for the services. County shall respond to Contractor's request within 10 days indicating whether the requested services are available and if so the estimated costs for the services.

4.12 Hiring of Existing County Landfill Personnel.

A. Contractor and/or its Prime Subcontractor will have a total of fifteen (15) job openings as more particularly described in Exhibit P. On a date mutually acceptable to County and Contractor, (a) County shall notify the Facility Employees not otherwise expressly retained as County employees by the County that the County will terminate their employment as of the Effective Date ("Impacted Facility Employees"), and (b) Contractor and/or Prime Subcontractor shall notify the Impacted Facility Employees of the job openings which will be made available to qualified Impacted Facility Employees who are then currently performing the same or substantially similar jobs at the County Facilities. Impacted Facility Employees may apply for the job openings of Contractor and/or Prime Subcontractor. Contractor and/or Prime Subcontractor shall offer the positions listed in Exhibit P to the Impacted Facility Employees.

B. Any Impacted Facility Employee hired by Contractor or Prime Subcontractor as of the Effective Date (hereinafter referred to as "Hired Employee") shall be an at-will employee of Contractor or Prime Subcontractor and shall be provided wages, benefits and terms and conditions of employment as determined by Contractor and/or Prime Subcontractor at their sole discretion, and as these terms and conditions may be amended from time to time. Contractor shall offer each Hired Employee continued full-time employment for six (6) months from the date of hire, subject to the terms and conditions of employment in effect under the employment policies of Contractor or Prime Subcontractor, as they may be amended from time to time; provided, however, that Contractor and Prime Subcontractor may terminate or layoff any such Hired Employees for any reason by paying such Hired Employee the base wages the Hired Employee would have earned during the remaining portion of the six (6) month term of employment.

C. After receiving and approving such documentation as Contractor may reasonably request to verify the basis of calculating severance for Impacted Facility Employees who are not Hired Employees, Contractor shall make a payment to any such Impacted Facility Employee who is not a Hired Employee, in an amount equal to two weeks of base pay for each year of continuous service worked at the County, up to a maximum of 24 weeks of base pay. The

combined total number of County employees hired or eligible to receive this severance benefit shall not exceed 23.

D. Notwithstanding anything contained in this Section 4.12, (a) County shall retain responsibility to pay to employees at the County Facilities any and all wages, salaries, commission, bonuses, or other compensation, vacation or sick-pay accrued through the Effective Date, (b) County shall retain any and all obligations related to the employees at the County Facilities under any benefit plans, programs or policies, including, but not limited to, any obligations under any collective bargaining agreements, (c) Contractor's payment of severance payments as provided for in Section 4.12(b) above is not an assumption by Contractor to incur any Liability with respect to any Facility Employee and County shall retain sole responsibility for, and any Liability with respect to, the provision of severance pay other than the payment being made by Contractor described above, compensation, benefits (including without limitation any continuation of health care, pension or retirement plan benefits, or other fringe benefits) due and owing to any Facility Employee or other County employee, and (d) Contractor does not assume, and shall not be deemed to have assumed, any past or future obligations of County to Facility Employees, or any County employees who are not hired by Contractor or Prime Subcontractor.

E. It is the desire and the intent of the parties hereto that any organizing efforts of Contractor's employees be conducted in an orderly and lawful manner, with recognition that the Contractor's employees be granted the freedom to choose whether to be represented by a union and, if so, the selection of a collective bargaining representative. To that end, Contractor agrees to be neutral as to which collective bargaining representative its employees might choose to represent them, and not to violate any federal or state laws or regulations by improperly influencing, either in writing or orally, the decision of its employees, or any of them, to be represented or not to be represented by a labor organization.

F. Contractor agrees to commence interviews with all Impacted Facility Employees within 14 days of the Execution Date of this Agreement, and complete such interviews and make hiring decisions within 75 days of the Execution Date.

4.13 Green House Gas Baseline Study.

Contractor shall conduct and make public the results of a Greenhouse Gas Emissions Study ~~at least once every three years for the duration of the Term, beginning in accordance with this Section. Beginning~~ within ~~twelve~~nine months of the Effective Date of this ~~agreement~~ Agreement, Contractor shall prepare the baseline Greenhouse Gas Emissions Study. Starting with the second anniversary of the Effective Date, Contractor shall annually conduct subsequent Greenhouse Gas Emissions Study for five years. Thereafter, Contractor shall update the Study on a tri-annual basis throughout the Commitment Waste Period. The Study will include the greenhouse gas emissions from out-of-county transportation and disposal of Sonoma County Waste. The Study will include the impact on greenhouse gas emissions from the residual from the new Materials Recovery Facility and other recycling and diversion operations occurring pursuant to this Agreement. The ~~tri-annual Greenhouse Gas Emissions~~ Study will be based on the most current Waste Characterization Study performed by the Waste Management Agency.

Contractor will use the Greenhouse Gas Emissions Study to guide diversion and waste reduction efforts.

4.14 In-County Disposal Requirements; No Importation of Out of County Waste for Disposal.

A. Except as provided in Section 5.3, Contractor and the County acknowledge and agree that it is the intent of each party that Waste generated within the County, including Committed County Waste and Committed City Waste, is Disposed of within the County of Sonoma during periods when the Landfill is authorized to receive Waste for Disposal. Contractor shall Dispose at the Landfill all Committed County Waste, Committed City Waste, and Self Haul Waste that is delivered to any County Facility or any other facility located in the County that is owned or operated by Contractor or an Affiliate, and is not otherwise diverted pursuant to Article 9 below, to the extent that the Landfill is allowed, by Applicable Law, to receive and Dispose of such Waste.

B. Contractor agrees to not accept any out-of-county Waste at the County Facilities, except for Beneficial Reuse Materials, which shall not be Disposed of in the Landfill.

4.15 Backup Disposal Facilities.

A. If Contractor is unable to accept Committed County Waste or Committed City Waste at the County Facilities or any other facility owned or operated by Contractor or any of its Affiliates that is located within the County because of (i) the acts, omissions, negligence, recklessness, willful misconduct, fault, breach of contract, breach of the requirements of this Agreement, violation of or non-compliance with Applicable Law; (ii) lack of Permitted Disposal Capacity; or (iii) the occurrence and continuation of a Force Majeure Event that prevents Contractor from receiving Waste at the Landfill, then notwithstanding anything stated to the contrary in this Agreement, Contractor shall (1) accept and Dispose of such Waste at another landfill owned or controlled by Contractor or its Affiliate at rates equivalent to the tip fees established pursuant to Article 11, and Contractor shall pay any additional costs (including transfer and transportation costs) incurred by the County, the Committed Cities and their respective Franchised Haulers delivering such Waste to the other landfill, or (2) at Contractor's discretion arrange for all such Waste to be Disposed of at another landfill not owned by Contractor or its Affiliate, in which case Contractor shall pay any difference between: (x) the landfill disposal fees charged at such landfill plus any additional transfer, transportation and other costs incurred in delivering such Waste to the other landfill; and (y) the Gate Rates established pursuant to Article 11.

B. During a period in which Contractor is Disposing of Committed County Waste and Committed City Waste at a facility other than the Landfill, if such facility becomes unavailable for the Disposal of such Waste for any reason (including as a result of a Force Majeure Event), Contractor shall (1) accept and Dispose of such waste at another landfill owned or controlled by Contractor or its Affiliate for the Gate Rates established pursuant to Article 11, for the period in which such facility is not available for Disposal of waste, and Contractor shall pay any additional transportation costs incurred by the County, the Committed Cities and their respective Franchised Haulers delivering such Waste to the other landfill, or (2) at Contractor's

discretion arrange for all such Waste to be Disposed of at another landfill not owned by Contractor or its Affiliate, in which case Contractor shall pay any difference between: (x) the landfill disposal fees charged at such landfill plus any additional transfer and transportation costs incurred in delivering such Waste to the other landfill; and (y) the Gate Rates established pursuant to Article 11.

4.16 Community Clean-up Events.

Contractor understands that County supports and approves a certain number of community waste clean-up events throughout Sonoma County. Contractor agrees to waive up to \$20,000 (escalated by 3% per year) of Gate Fees annually for these County sponsored events, provided that the County Concession Fee and Waste Management Agency Fee are both waived as to such clean-up event tonnage. County shall provide Contractor with 5 days prior written notice of any County sponsored community waste clean-up event and shall continue to be the coordinator with various community groups for these events.

ARTICLE 5.~~ARTICLE 5.~~ OPERATION OF CENTRAL LANDFILL

5.1 General.

Contractor shall operate the Landfill to receive and Dispose of Waste pursuant to this Agreement. Contractor shall provide the required services following Prudent Solid Waste Practices and Applicable Law. Contractor shall comply with the provisions, conditions and requirements of all existing and future Permits for the Landfill.

5.2 Surveying and Staking.

Contractor shall perform all surveying and staking necessary for Waste placement and Disposal, miscellaneous drainage work and related Landfill support activities.

5.3 New Cell Construction; Interim Disposal.

Contractor shall construct new cells as needed for the continuation of Disposal operations at the Landfill, as allowed by Applicable Law. Contractor shall use its best efforts and proceed expeditiously with the construction of the new cells so that out-of-County Disposal of Waste generated within the County is eliminated as soon as possible.

~~If as of~~ Effective September 1, 2013, and continuing until the construction of new Disposal capacity has been completed following the Effective Date, to the extent there is insufficient capacity at the Landfill to accept all Waste received at the County Facilities, any excess Waste that cannot be received at the Landfill shall be transported to the Keller Canyon Landfill in Pittsburg, California for Disposal until construction of such additional landfill airspace is completed. provided that Contractor and the County's transfer station and transportation contractor shall not charge a combined rate for the transportation to and Disposal of Waste at the Keller Canyon Landfill that is greater than the then current rate that would have been charged under the County's current master agreement for the transportation and Disposal of Waste at an out-of-County landfill. This paragraph shall become operative upon the Execution of this Agreement even though the conditions to the effectiveness of this Agreement as a whole have not yet been satisfied and even though the Effective Date has not yet occurred, and shall continue until additional Disposal capacity at the Landfill has been constructed as required under this Agreement following the Effective Date. The County shall initiate any required contractual changes with the existing transfer station and transportation contractor in a timely manner to effect this obligation.

5.4 Waste Placement.

Contractor shall keep the Active Face of the Landfill as confined as is practical consistent with Prudent Solid Waste Practices. Contractor agrees that the efficient use of the available capacity (air space) of the Landfill is of extreme importance to the County and agrees to perform all operations in such a way as to optimize the amount of Waste Disposed within the available air space consistent with Prudent Solid Waste Practices. Furthermore, Contractor shall maintain an active and final fill slope ratio in conformance with Applicable Law.

5.5 Landfill Cover and Related Operations.

A. Daily Cover

Prior to the end of Disposal operations each day, Contractor shall cover all exposed Waste with an approved Alternative Daily Cover or clean soil cover material. Prior to placement of any cover material, including Alternative Daily Cover, Contractor shall prepare the exposed Waste surface to minimize any depressions in the exposed surface so as to maximize cover usage efficiency. Alternative daily cover shall be used by Contractor to the extent possible, with clean soil cover only being utilized in cases where the use of Alternative Daily Cover is not reasonably practical.

Prior to the start of daily Disposal operations, Contractor shall remove, for reuse, the maximum practical amount of the previous day's cover soil, if soil is used, from areas upon which Waste is to be Disposed of that day. Contractor shall not be obligated to remove Alternative Daily Cover previously placed by Contractor. Contractor may, at its sole expense but consistent with Applicable Law and Prudent Solid Waste Practices, use other types of Alternative Daily Cover including films and tarps.

B. Intermediate Cover

Contractor shall place and compact intermediate cover consisting of twelve (12) inches of compacted soil on areas of the Landfill where no additional Waste will be Disposed of within 180 calendar days. Contractor shall place an additional twelve (12) inches of compacted soil – for a total of twenty four (24) inches of compacted soil over areas where no additional Waste will be Disposed of within two (2) years. Where Contractor has placed intermediate cover on side slopes of the Landfill, Contractor shall compact, track walk and vegetate the cover to prevent rills and erosion channels.

C. Soil Excavation and Stockpiling

Contractor shall excavate soil for daily and intermediate cover from the soil stockpiles and soil borrow areas located at various locations on the Landfill Land. Subject to Section 4.2B, County will allow Contractor full access to all areas of the Landfill Land for use as borrow areas for excavating and removing soil, without limitation, for use in Landfill operations, to enable Contractor if feasible to operate the Landfill without the need to import soil to the Landfill. Within 6 months of the Effective Date, Contractor shall provide a grading plan to County, for the purpose of removing soil and providing an excavated area for the potential future location of the Future Compost Facility. Contractor shall have 30 months from County's approval of the grading plan to excavate the area and fully implement the approved grading plan. Contractor shall not be required to obtain a grading permit or other Permits from the County for the excavation and removal of soil from borrow areas selected by Contractor on the Landfill Land. If, notwithstanding the foregoing rights to develop and use borrow areas anywhere on the Landfill Land, Contractor is required to import soil for Landfill operations, Contractor will not be entitled to a Contractor Service Fee Adjustment.

5.6 Landfill Maintenance.

A. Liner.

Contractor shall construct and place all required subdrains, liners, leachate collection, gas collection and other environmental control systems in all new and existing cells constructed and developed by Contractor. Contractor shall take all reasonable measures consistent with Prudent Solid Waste Practices to ensure the Landfill liner is not damaged or destroyed as a result of Contractor's operation of the Landfill. If any portion of the liner system, including under drains, exposed liners or other temporary covers along slopes, is damaged during the course of operations, Contractor shall cease operations in and immediately adjacent to the damaged area in a manner consistent with Prudent Solid Waste Practices.

B. Cover.

Contractor shall take all reasonable measures consistent with Prudent Solid Waste Practices to ensure that foreign objects do not protrude from the Landfill cover. Contractor shall be responsible for augmenting Landfill surface areas on unclosed portions of the Landfill where Landfill Gas emissions have been detected.

C. Surfaces and Slopes.

Contractor shall be responsible for minimizing surface erosion at the Landfill Land, including but not limited to the Landfill, soil borrow, and stockpile areas, but excluding the Compost Facility, Future Compost Facility and Household Hazardous Waste facility unless Contractor assumes responsibility for such operations pursuant to Article 7. Contractor shall promptly repair any and all cracks, depressions and erosions of the surface and side slopes, both interim and final. Contractor shall implement mitigation efforts, including but not limited to the repair of cracks, depressions and erosions of the Landfill surface and slopes, in response to any surface Landfill Gas emissions and Leachate seeps.

D. Control of Leachate Seeps.

Contractor shall implement mitigation measures as necessary to prevent Leachate seeps and to prevent Leachate from contacting surface or ground water. Furthermore, Contractor shall make all reasonable efforts and shall act in a manner consistent with Prudent Solid Waste Practices to prevent Landfill Customers and their vehicles from coming into contact with Leachate. Contractor shall regularly inspect exposed surfaces of the Landfill and shall immediately contain and repair any Leachate seeps encountered by Contractor, or otherwise brought to Contractor's attention.

E. Borrow Areas.

Contractor shall be responsible for maintenance of soil borrow areas, and for excavating soil from the borrow areas according to an excavation plan developed by Contractor. Contractor shall be responsible for providing proper drainage along borrow area access roads and at the borrow areas. Contractor shall be responsible for pumping any storm water which accumulates in the borrow areas to storm water drainage ditches.

F. Inert and Soil Stockpiles.

Contractor shall keep inert material and soil stockpiles consolidated and free of trash, litter and inappropriate Waste material. Contractor shall keep the designated stockpile area(s) graded to ensure positive drainage away from materials and prevent ponding.

G. On-Site Roads.

Contractor shall maintain all internal unpaved Landfill access roads that serve soil excavation areas, the maintenance facility, active areas of Landfill, materials stockpiling areas and other areas necessary for the performance under this Agreement. The access road to the Active Face shall be a sufficient thickness of road material above Waste to prevent damage to vehicle tires or equipment, and have sufficient width to permit turning and passage of two-way traffic.

H. Winterization Plan.

Contractor shall develop on or before September 1st of each Operating Year a winterization plan for the Landfill. Contractor shall implement such plan prior to October 1st of each Operating Year.

At a minimum, Contractor's winterization plan shall include provisions for Contractor to construct and maintain: 1) all-weather roads to the Active Face and all other stockpile or material unloading areas; 2) all-weather tipping areas; 3) vegetation of interim and final cover slopes; and 4) any other winterization efforts needed to ensure safe and proper operation of the Landfill during the wet season.

Contractor shall be solely responsible for any and all costs associated with developing and implementing the winterization plan for the Landfill, including without limitation major repair and maintenance of permanent on-site access roads.

5.7 Landfill Drainage.

Contractor shall, consistent with Prudent Solid Waste Practices, at all times make the necessary provisions and take the necessary actions to: 1) maintain positive drainage of all surface water, storm water and contact water; 2) minimize erosion of all active areas of the Landfill; and 3) minimize to the extent possible the infiltration of liquids into the Waste that have the potential to result in the production of Leachate.

Contractor shall at least annually inspect the surface of the Landfill and fill in depressions as necessary to prevent ponding and promote positive drainage of surface water.

With respect to the active Disposal areas, Contractor, consistent with Prudent Solid Waste Practices, is responsible for diverting surface water from active Disposal areas and exposed or damaged liner areas at all times.

5.8 Landfill Gas Collection and Control Systems, Flares and Gas Rights.

For the Term of this Agreement Contractor shall construct, repair, operate, and maintain the existing Landfill Gas collection and control system and flares, and shall expand this system as required by Applicable Law in existing and new cell development areas. For the Term of this Agreement Contractor is hereby granted all of County's rights, title and interest in the Landfill Gas generated in the Landfill, the Central Landfill Gas to Energy Plant, in existing contracts governing the Landfill Gas to Energy Plant, and in the existing Power Purchase Agreement from and after the Effective Date. County represents that no other Entity owns or has rights to any such Landfill Gas or the Central Landfill Gas to Energy Plant. Contractor shall have the sole right to any proceeds from the sale or use of such Landfill Gas and any electric energy generated from such Landfill Gas.

As of the Effective Date, capitalization, operation and management of the Central Landfill Gas to Energy Plant will be performed by Contractor and will include engine rebuilds or replacements, day to day operation and maintenance and compliance with Applicable Law as well as well field expansion/upkeep and management. From and after the Effective Date, Contractor will receive all revenues from the sale of Landfill Gas and the Gas to Energy plant. Contractor shall have the right to enter into its own Power Purchase Agreements once the current County contract for the sale of Landfill Gas expires. Upon expiration of any current landfill energy contracts, which shall all be assigned to Contractor as of the Effective Date, Contractor may enter into agreements or arrangements with independent contractors and/or subcontractors for the expansion, repair, maintenance, or operation of the gas collection system or the gas-to-energy plant, or Power Purchase Agreements or for any other purpose relating to the Landfill Gas collection system, the sale of Landfill Gas or electric energy, or any other aspects covered by this Section without any requirement that Contractor obtain County consent or approval.

5.9 Leachate Control Systems.

The Contractor shall construct, repair, operate, and maintain the existing Landfill Leachate collection and control system and shall expand this system as required by Applicable Law in existing and new cell development areas. Contractor is hereby granted an exclusive license to use and maintain the Leachate Pipeline for the disposal of Landfill Leachate.

In addition, following the Execution Date Contractor shall promptly apply to the City of Santa Rosa Waste Water Treatment Plant for a permit to dispose of Landfill Leachate. The permit shall be for a minimum term of five years and shall be in Contractor's name as the waste disposer. Except as may be assigned or released in connection with the Leachate Pipeline Litigation described in Section 12.3.1 F, County shall assign to Contractor any other assignable permits and contract rights, including all warranties, indemnities and guarantees that benefit the County, relating to the Leachate Pipeline, the Rohnert Park sewer line and City of Santa Rosa Waste Water Treatment Plant. The granting, assignment or renewal of these Leachate disposal permits or agreements satisfactory to Contractor in its sole discretion shall be a condition precedent to this Agreement becoming effective. Should Contractor be unable to use the Leachate Pipeline or the Rohnert Park sewer line to deliver Leachate to the Water Treatment Plant or to dispose of Leachate or other liquids at the City of Santa Rosa Waste Water Treatment Plant for any reason, or should there be a material increase in the rates for disposal of Leachate

or other liquids at the treatment plant, such events shall constitute a Change in Law. For purposes of this paragraph, a “material increase in the rates for disposal” shall mean any percentage increase that is more than the percentage CPI increase that Contractor has accumulated at any given point in time and as projected for future years based on the average CPI increase over the prior five years.

5.10 Environmental Controls, Monitoring and Reporting.

Without limiting the more specific provisions of Sections 5.2 through 5.9 of this Agreement, Contractor shall assume responsibility for funding, installation and maintenance of all environmental control systems at the Landfill, except for those environmental control systems associated with the operation of the Compost Facility, Future Compost Facility and the Household Hazardous Waste Facility; provided, however that if the County and Contractor reach agreement for Contractor to operate either of these facilities as provided in Article 7, Contractor will assume responsibility for the environmental control systems for one or both of these facilities as well. Environmental controls for the Landfill include landfill protective liners, Leachate management (including without limitation the Leachate Pipeline), gas controls, stormwater controls for the Landfill area, groundwater monitoring and testing, overall monitoring of the Landfill control systems, and Remediation. Contractor shall be responsible for the preparation of all required reports to Governmental Authorities required under this Section.

5.11 Protection and Maintenance of Wetlands Mitigation Parcel.

Contractor shall comply with that certain Sonoma County Central Disposal Site Improvement Project Wetland Mitigation And Monitoring Plan dated March 2000 (“Wetlands Mitigation Parcel”) which was submitted to the Army Corp of Engineers as part of the 404 permit process in connection with the Central Disposal Site Improvement Project.

5.12 Neighbor Relations for the Central Landfill.

A. Visual Screening of Central Landfill.

Within ninety (90) days of the Effective Date, Contractor shall submit a visual screening plan to the County. The plan shall enhance current tree planting to improve the visual appearance of the site. The plan shall include details on the type and number of plantings, the location of the plantings, and Contractor's plan for on-going maintenance of the visual screening around the Central Landfill. Contractor shall maintain the plantings throughout the Term.

B. Quarterly Meetings with Central Landfill Neighbors.

Contractor shall conduct quarterly meetings open to the neighbors of the Central Landfill. Contractor shall provide 30 days advance notice of such meetings to the neighbors and the County.

ARTICLE 6.~~ARTICLE 6.~~ OPERATION OF COUNTY TRANSFER STATIONS AND MATERIALS RECOVERY FACILITY

6.1 Transfer Station Operations.

Transfer Station operations shall continue for the longer of the Committed Waste Period or the County Facilities Operations Period. Contractor shall provide all labor, supervision, equipment, materials, supplies, and all other items necessary to operate the Transfer Stations. Contractor shall provide the required services in accordance with Applicable Law and with Prudent Solid Waste Practices so that the Transfer Stations are provided with efficient, reliable, courteous and high-quality operations at all times. All activities of Contractor hereunder shall comply with Applicable Law.

A detailed scope of services required of Contractor in the performance of its Transfer Station operations and obligations (including transportation services) under this Agreement is provided in Exhibit I herein. Contractor's performance of its obligations in this Agreement for operations of the Transfer Stations may be performed by Prime Subcontractor.

Contractor accepts the Transfer Stations, including all equipment at the Transfer Stations, in "AS IS, WHERE IS" condition. Contractor shall comply with all Applicable Laws during its operations of the Transfer Stations and shall be responsible and liable to perform the work required to address any Environmental Conditions that arise as a result of Contractor's operation of the Transfer Stations.

6.2 Materials Recovery Facility.

Subject to obtaining all required Permits and approvals from the County, Contractor will fund and construct the installation of Materials Recovery Facility processing lines and equipment (MRF), ~~as more particularly described in Exhibit Q,~~ at the Central Transfer Station for processing dry commercial waste, Construction and Demolition material (C&D) and selected Self-Haul materials.

The MRF will be constructed within the confines of the current Central Transfer Station and this construction will be completed within eighteen months after all Permits required for the construction and operation of the MRF are received by Contractor, and are final and no longer subject to legal challenge. The intent of this provision is that Contractor will have a minimum 18 month period to procure, install, construct, test and commence full scale operation of the MRF and MRF equipment. County agrees to reasonably cooperate with Contractor in obtaining all Permits and approvals necessary for the construction and operation of the MRF. Contractor shall be diligent in pursuing all Permits and approvals necessary for construction and operation of the MRF.

Notwithstanding the foregoing, Contractor shall have installed and rendered operational ~~all MRF~~ equipment substantially similar to that described in Exhibit Q no later than 24 months after the Effective Date unless the installation or operation of said equipment is delayed due to not timely obtaining final Permits for reasons which are beyond the reasonable control of Contractor, or by any Force Majeure Event or Change in Law.

The Contractor shall Process at the MRF all suitable dry commercial routes and C and D material reasonably deemed suitable for processing by Contractor. Contractor shall operate the MRF, at full scale capacity, at least 8 hours per day, 5 operational days per week, Holidays excepted. Contractor's obligations in this Agreement for operation of the Material Recovery Facility may be performed by Prime Subcontractor.

Contractor shall be responsible and liable for any work associated with any Environmental Conditions that arise as a result of Contractor's construction and/or operation of the MRF. Contractor shall comply with all Applicable Laws during its operation of the Materials Recovery Facility and shall be responsible and liable to perform the work required to address any Environmental Conditions that arise as a result of Contractor's operation of the Materials Recovery Facility.

The contemplated MRF has been analyzed pursuant to CEQA based on available information, but Contractor and County acknowledge that the MRF plans are subject to refinement and change. In light of the fact that the current plans for the MRF are not sufficient to conduct a more detailed environmental review pursuant to CEQA, both Contractor and County acknowledge that all rights and obligations in this Section 6.2, including construction and operation of the MRF but excluding Contractor's obligation to diligently pursue permits for the MRF, are expressly conditioned upon County's project-level compliance with CEQA for the MRF based on detailed design plans in connection with the County's use permit for the MRF.

ARTICLE 7.~~ARTICLE 7.~~ OTHER OPERATIONS: COMPOSTING AND HOUSEHOLD HAZARDOUS WASTE FACILITY

7.1 General.

As of the Effective Date, the Committed Cities and County have not yet determined whether Contractor should be involved in certain Waste Management Agency programs. The County and Committed Cities are interested in having more time to decide whether to have Contractor involved in these programs. If Contractor is given a license to control these programs and the parties have agreed on a price and other terms for Contractor to assume control over these operations, then Contractor is willing to oversee such programs and be fully responsible for the programs, including, indemnifying, defending and releasing the County and Committed Cities for any Liabilities associated with such programs while under the control of Contractor. If Contractor does not agree to assume control over one or both of these programs, then Contractor will not be responsible for any Environmental Conditions, Liabilities, Claims, or Losses associated with these programs. This Article provides the County and Committed Cities with a period of 18 months from the Effective Date to come to agreement with Contractor as to whether these programs will be included within Contractor's operations and describes the impact if responsibility for one or both of these programs is not assumed by Contractor pursuant to a written agreement duly executed by Contractor.

7.2 Option to Include Additional Program Services.

The County shall provide written notice to Contractor, within 18 months of the Effective Date, as to whether the County is requesting Contractor to provide pricing and other terms for Contractor's operations of the compost and/or household hazardous waste programs operated at the Landfill. Upon County's notice to Contractor that County is interested in having Contractor control one or both of the programs, the parties shall meet and confer in good faith to negotiate pricing and other terms for Contractor's operation of the requested programs. Should the County provide notice to Contractor that the County is interested in the Contractor overseeing the compost program, Contractor shall first negotiate in good faith with the existing local composting operator to be the subcontractor to Contractor and shall try to reach agreement on a proposed subcontract within 90 days of County's notice. In the event negotiations are unsuccessful after 90 days, Contractor shall have the option to bring in another subcontractor for its proposal to the County; provided, however, that (a) Contractor's agreement with such other third party subcontractor shall provide for the same scope of services as previously offered by Contractor to Sonoma Compost and (b) Sonoma Compost shall be given the opportunity within thirty (30) days written notice from Contractor to agree to match the proposal received from a third party subcontractor. Should County and Contractor reach agreement on the pricing and other terms for one or more of the programs, including the form of any license agreement with the subcontractors who may operate the Compost Facility, Future Compost facility and the Household Hazardous Waste Facility, Contractor and County shall execute a written agreement whereby Contractor shall accept assignment from County of the Compost License Agreement and/or Household Hazardous License Agreement, in accordance with the terms of this Article 7.

7.3 Composting Provisions if County and Contractor Reach Agreement on Compost Operations.

If County and Contractor reach agreement on pricing and other terms for compost operations, including the form of any license agreement with any Compost Facility or Future Compost Facility subcontractor, and enter into a written agreement whereby Contractor will assume responsibility for the Compost Facility or Future Compost Facility operations, then the following provisions shall apply unless they are superseded by the terms of the further written agreement between the County and Contractor:

A. Contractor shall accept all Green Waste and Wood Waste at the Facilities. Until the earlier of February 2017 or the completion date of the Future Compost Site, Contractor shall direct such waste to the existing composting facility at the Landfill.

B. The liability carve-out provisions set forth in Articles 14 and 15 shall be void and of no effect.

7.4 Composting Provisions if Agreement Not Reached.

Until County and Contractor execute a written agreement whereby Contractor will assume responsibility for the Compost Facility and/or Future Compost Facility operations, then the following provisions shall apply:

A. The County and Committed Cities may still direct the Green Waste and Wood Waste to the County Facilities and Contractor shall allow such materials to be processed on the Landfill Land and/or provide for such materials to be delivered to the appropriate collection or processing sites designated by the County.

B. County reserves the right to establish a Processing Gate Fee at the County Facilities for processing Wood Waste and Green Waste. Contractor shall collect those Gate Fees through the existing gate and weigh station process and immediately disperse such Gate Fees as directed by County.

C. County reserves the right to develop the Future Compost Facility at the location identified on Exhibit E and Contractor shall not have access to that portion of the Landfill Land.

D. The County and Committed Cities reserve the right to direct Contractor to allow its Prime Subcontractor to accept Green Waste at the County Facilities for transport by Contractor to a third party facility. Contractor shall have no obligation to provide for the transfer or transport of Green Waste delivered to any of the County Facilities. County and Committed Cities shall also be responsible for paying the transportation and processing costs to the third party facility.

E. The liability carve-out provisions set forth in Articles 14 and 15 shall be deemed to continue in full force and effect. Contractor shall not be responsible for any closure, post-closure, remediation or other work to address Environmental Conditions of the Compost Facility, Future Compost Site or any other composting operations on the Landfill Land. In addition, County shall indemnify Contractor for such operations in accordance with Section 15.6.

F. The County shall cause the Compost License Agreement to include the following requirements, and shall not approve or enter into any Compost License Agreement that does not include these requirements:

1. The Waste Management Agency and the Compost Facility operator (currently Sonoma Compost), and not the Contractor, shall be responsible for the managing of all surface water, process water, and run-off discharges, on and at the Compost Facility, Future Compost Facility and/or resulting from any future composting operations at the Landfill Land in accordance with this Agreement, Applicable Law and the Permits for the Compost Facility, future composting operations and Landfill.

2. Should the Waste Management Agency and the Compost Facility operator wish to use the Leachate Pipeline for the discharge of water from the Compost Facility or Future Compost Facility or any other composting operations at the Landfill Land, the Waste Management Agency shall enter into negotiations for and execute an agreement with Contractor and County concerning the potential discharge of liquids from the Compost Facility into the Leachate Pipeline. Contractor and County agree to negotiate any such agreement in good faith.

3. Any such agreement between the Waste Management Agency, County and the Contractor for use of the Leachate Pipeline shall, at a minimum, include provisions whereby the Waste Management Agency and its compost contractor shall be jointly responsible to: (a) obtain all permits and approvals for such discharge as may be required throughout the Term by the Water Treatment Plant; (b) pay Contractor each month a proportionate share of all of Contractor's direct costs and expenses for the use and maintenance of the Leachate Pipeline, which costs shall include but are not limited to Contractor's costs of connecting to, using, maintaining, repairing, replacing, monitoring, and testing said pipeline; (c) pay for the installation of a flow meter, of a type and capacity approved by Contractor, to measure the volume of water discharged each month from the Compost Facility or Future Compost Facility or any other composting operation; (d) comply with all Permits (including Contractor's permits providing for Contractor's discharge of Leachate to the Water Treatment Plant through the Leachate pipeline); (e) comply with all agreements of said operator and/or Contractor regarding discharge to the Water Treatment Plant and Leachate Pipeline; (e) not adversely affect Contractor's rights and Permits to discharge to the Water Treatment Plant; and (f) pay any charges, fines or penalties if the discharge of water from the Compost Facility or Future Compost Facility does not comply with the Permits and Applicable Law and reimburse Contractor for any charges, fines and penalties paid by Contractor due to such non-compliance.

4. All water from the Compost Facility or Future Compost Facility and any other composting operation shall only be allowed to be discharged through the Leachate Pipeline if it flows through and is measured by the flow meter. The Waste Management Agency and the Compost Facility operator shall be responsible for the periodic testing, maintenance and, if necessary, replacement of the flow meter to ensure its accuracy. The Contractor shall be promptly given copies of all records of monthly measured flows through the flow meter and, if requested by Contractor, all records of the testing and maintenance of the flow meter.

5. The proportionate share of all of Contractor's costs for the use and maintenance of the Leachate Pipeline shall be determined by calculating each month the

percentage of the total monthly water volume discharged to the Water Treatment Plant through the Leachate Pipeline that is represented by the total water volume from the Compost Facility or Future Compost Facility or any other composting operation at the Landfill Land that flows through the flow meter.

6. The terms and conditions of this Section shall be in full force and effect at all times during which water from the Compost Facility or Future Compost Facility or any composting operation at the Landfill Land discharge through the Leachate Pipeline.

7. Contractor shall be made an express third party beneficiary of any and all agreements between the County and the Waste Management Agency and the Compost Facility or Future Compost Facility operator for the purpose of enforcing all of the foregoing requirements.

8. Contractor shall not be in breach of this Agreement if Contractor refuses to allow the Waste Management Agency and/or the Compost Facility or Future Compost Facility operator to use the Leachate Pipeline if all of the foregoing requirements are not met.

9. In the event Contractor takes over operation of the Compost Facility or Future Compost Facility in accordance with Article 7 of this Agreement, Contractor shall have sole responsibility and liability for any Loss or Claim associated with discharges of liquid from the Compost Facility or Future Compost Facility, including discharges to the Rohnert Park sewer line and the Water Treatment Plant, from and after the effective date of Contractor's agreement.

7.5 Household Hazardous Waste Provisions if Agreement is Reached.

If County and Contractor reach agreement on pricing and other terms for household hazardous waste operations, including the form of any license agreement with any Household Hazardous Waste Facility subcontractor, and enter into a written agreement whereby Contractor will assume responsibility for the Household Hazardous Waste Facility operations, then County and Contractor shall execute a written agreement whereby Contractor will assume responsibility for the Household Hazardous Waste Facility operations, and the following provisions shall then apply unless they are superseded by the terms of the further written agreement between the County and Contractor:

- A. Contractor shall accept all HHW at the Household Hazardous Waste Facility.
- B. The liability carve-out provisions set forth in Article 14 and 15 shall be void and of no effect.

7.6 Household Hazardous Waste Provisions if Agreement is Not Reached.

If County and Contractor do not execute a written agreement whereby Contractor will assume responsibility for the Household Hazardous Waste Facility operations, then the following provisions shall apply:

- A. The County and Committed Cities may still direct HHW to the Household Hazardous Waste Facility and Contractor shall direct deliveries of such materials to the HHW Facility.

B. County reserves the right to establish a gate fee at the County Facilities for processing HHW. Contractor shall pass through all such gate fees to County.

C. The liability carve-out provisions set forth in Article 14 and 15 shall be deemed to be in effect. Contractor shall not be responsible for any closure, post-closure or work to address Environmental Conditions of the Household Hazardous Waste Facility. In addition, County shall indemnify Contractor for such operations in accordance with Section 15.6.

7.7 Relocation of Compost Facility.

Upon request of Contractor, the County will cause the existing Compost Facility to be entirely relocated from its current location on top of a portion of the existing Landfill and to the Future Compost Facility site location or an area of the Landfill Land that is not designated by Contractor for any current or future use associated with Contractor's operations under this Agreement. This relocation shall be completed no later than one year after Contractor gives written notice to the County requesting such relocation, but in no event shall Contractor serve this written notice on the County prior to February 2, 2016.

7.8 Procedures In the Event the Waste Management Agency No Longer Is In Existence.

In the event that the Waste Management Agency, or its successor, is not in existence during the Committed Waste Period or the County Facilities Operation Period, the County and Committed Cities shall have the option to request Contractor to enter into negotiations with the County and Committed Cities as to whether and upon what terms some or all of the Waste Management Agency programs (that have not already otherwise been transferred to Contractor pursuant to Section 7.2) will be included within Contractor's operations. Upon determination that the Waste Management Agency, or a successor agency, will not be extended, the County shall provide written notice to Contractor requesting Contractor to enter into such negotiations and provide pricing and other proposed terms for Contractor's operations of the remaining Waste Management Agency programs. Upon County's notice to Contractor, the parties shall meet and confer in good faith to negotiate pricing and other terms for Contractor's operation of the requested programs. In the event the parties do not come to agreement over the pricing of the programs and other terms, the County shall have the option of notifying Contractor that the Waste Management Agency Fee, or a portion thereof, shall no longer be part of the Gate Rates.

ARTICLE 8.~~ARTICLE 8.~~ TRANSPORTATION SERVICES

8.1 Transportation of Waste.

A. General Obligation.

Contractor shall, in accordance with the terms of this Agreement, receive, accept and safely and lawfully transport all Waste delivered to the Transfer Stations to the Central Transfer Station/Materials Recovery Facility or the Landfill, as determined by Contractor in its discretion. Contractor shall assign sufficient transfer vehicles and equipment to haul Waste from all of the County Facilities.

A detailed scope of services required of Contractor in the performance of its Transfer Station operations and obligations (including transportation services and vehicle standards), under this Agreement is provided in Exhibit I herein.

Contractor shall be responsible and liable for any work associated with any Environmental Conditions arising as result of Contractor's transportation of Waste.

B. Litter Control.

Contractor shall enclose, cover and/or seal all vehicles used to deliver and transport Waste to contain all Waste and prevent spilling or scattering of Waste during transportation thereof. If any material is spilled from Contractor's or Prime Subcontractor's vehicles, whether on private or public property, Contractor shall promptly remove such Waste from the area no later than twenty-four (24) hours after the earlier of receipt of notice from County or Contractor's first having actual knowledge of the spill.

ARTICLE 9.~~ARTICLE 9.~~—WASTE DIVERSION

9.1 Educational Programs.

Contractor will assist the Waste Management Agency, in coordinating educational programs and materials desired by the Waste Management Agency. Contractor will coordinate with Waste Management Agency staff to ensure that consistent and accurate messages are sent to the community without duplication and at appropriate intervals.

9.2 Intent of Diversion Performance Standard.

The County, the City County Solid Waste Advisory Group (SWAG) and many of the communities within the region, have established as a goal the diversion from landfilling of eighty percent (80%) of all Waste generated in Sonoma County, including Source Separated Recyclable Materials and Organic Materials. In order to assist the County, the SWAG and the community in meeting their diversion goals, Contractor has identified that approximately 67,000 tons per year can be diverted from Disposal based on the material volumes and composition currently being delivered to the County Facilities for Disposal.

Therefore, Contractor's tonnage diversion goal for the Committed Waste Period, which is conditioned on the performance by the County and Committed Cities of their Waste delivery commitments to Contractor and the County Facilities, shall be 67,000 tons per year, ~~commencing effective as of the third year of operations of the Materials Recovery Facility~~ in accordance with this Article 9. Contractor's achievement of its annual diversion goal shall be excused to the extent that its achievement of that goal is prevented or materially hindered by reason of a Change in Law or Force Majeure Event, including, without limiting the generality of the foregoing, any Change in Law that no longer allows Contractor or the County to treat as diversion from Disposal the beneficial reuse at the Landfill or other facilities of Beneficial Reuse Materials, including Alternative Daily Cover materials, which are currently treated as diversion by Cal Recycle.

Contractor's diversion obligations in this Article 9 will not ~~longer~~ be in force or effect for any period following the expiration of the Committed Waste Period.

9.3 Waste Stream Subject to Contractor's Diversion Performance Standards.

The Contractor's tonnage diversion goal will be based on and limited to Contractor's diversion of materials from Disposal, measured as the total annual tonnage diverted from Disposal from the following combined waste streams received at the County Facilities:

- Committed County Waste;
- Committed City Waste;
- Self Haul Waste delivered to any of the County Facilities;
- Construction and Demolition Debris delivered to any of the County Facilities;

- Beneficial Reuse Materials generated in Sonoma County that are delivered to or generated at any of the County Facilities; and
- Diversion achieved by any recycling firms which are under Contractor's control, located at the County Facilities and Landfill Land.

9.4 Phase- In Period for and Duration of Contractor's Diversion Performance Standards.

Because of the need for Contractor to complete the design, permitting, construction and initial operation of the Materials Recovery Facility, Contractor's obligation to meet its tonnage diversion goal will not commence until ~~the third year~~ following the ~~MRF commencing~~first full year of operations of the MRF and shall continue in effect for each year thereafter during the Committed Waste Period.

9.5 Contractor's Inability To Meet Diversion Goals.

Should Contractor not achieve the tonnage diversion goal for any applicable one-year period during which Contractor's diversion goal is in effect, Contractor and County shall promptly meet and confer as to the reasons for Contractor's inability to achieve the diversion goal. Contractor may present evidence to the County that circumstances beyond the Contractor's reasonable control have interfered with or prevented Contractor from attaining the diversion goal. The County shall excuse Contractor from having to pay liquidated damages if Contractor can establish to the County's satisfaction, exercised in its sole discretion, that: (a) other Entities have taken, acquired or purchased Recyclables Materials that have been diverted from Disposal and that otherwise would have been diverted by Contractor; or (b) the composition or volume of the waste stream being delivered to Contractor has so materially changed that Contractor can no longer reasonably achieve the diversion goals.

As part of the parties obligation to meet and confer, Contractor shall prepare a Diversion Action Plan that details the steps Contractor will take to achieve the tonnage diversion goal. Contractor shall implement the Diversion Action Plan and shall have a twelve-month period to increase its diversion performance pursuant to this plan. If Contractor's annual diversion for the twelve-month period covered by the Diversion Action Plan achieves the diversion tonnage for that period, Contractor shall continue to implement the provisions of the Diversion Action Plan.

If Contractor fails to achieve its tonnage diversion goal for any year following the second year of MRF operations, and if the County does not in its discretion excuse Contractor's achievement of the tonnage diversion goal for that year or Contractor's achievement of the diversion goal is not excused by reason of a Change in Law or Force Majeure Event, then upon written demand from County, Contractor shall pay County liquidated damages based on the formula set forth in Section 9.6 below. Contractor shall pay County such liquidated damages within 60 days. County shall make its demand for the payment of liquidated damages from Contractor within 60 days from County's receipt of Contractor's diversion report for the year in question, otherwise Contractor shall have no further obligation to pay the County liquidated damages for that year.

9.6 Liquidated Damages for Failure To Meet Tonnage Diversion Goal.

A. Basis for Liquidated Damages.

The parties acknowledge that the diversion goals set forth in this Agreement is of utmost importance to County and that County has considered and relied on Contractor’s representations as to its ability to achieve the minimum diversion goals. The parties further recognize that if Contractor fails to achieve the diversion performance standards, County and its residents will suffer damages and that it is and will be impractical and extremely difficult to ascertain and determine the exact amount of damages that County will suffer. Therefore, the parties agree that the following liquidated damage amounts represent a reasonable estimate of the amount of such damages considering all of the circumstances existing on the date of this Agreement, including the relationship of the sum to the range of harm to County that reasonably could be anticipated and the anticipation that proof of actual damages would be costly or inconvenient. In placing their initials at the places provided, each party specifically confirms the accuracy of the statements made above and the fact that each party has had ample opportunity to consult with legal counsel and obtain an explanation of the liquidated damage provisions at the time that the Agreement was made.

Company

County

Initial here: _____

Initial here: _____

Initial here: _____

B. Conditions for Assessment of Liquidated Damages.

Accordingly, ~~in addition to any other provision for liquidated damages set forth in this Agreement, commencing with the third year of operations~~, Contractor shall be subject to liquidated damages for its failure to meet the tonnage diversion goal over any applicable one year period, if all of the following conditions are met:

~~(i)~~ (i) Contractor has diverted as an annual average less tonnage per year than required by the diversion goal set forth above; and

~~(ii)~~ (ii) No Force Majeure Event or Change in Law has occurred that would excuse Contractor’s inability to meet the tonnage diversion goal; and

~~(iii)~~ (iii) County has not excused Contractor’s inability to meet the diversion goal, after meeting and conferring with Contractor regarding the reasons for such inability.

C. Per Ton Liquidated Damages.

Should the foregoing conditions in Section 9.6 B be met, Contractor shall pay to the County as and for liquidated damages and not as a penalty, the sum of Fifty Dollars (\$50.00) per ton for every ton by which Contractor has failed to meet the tonnage diversion goal for the prior year in question. These liquidated damages shall be the County’s sole and exclusive remedy for Contractor’s inability to meet its tonnage diversion goal. The amount of the liquidated damages shall be adjusted annually by the change in CPI.

D. Payment of Liquidated Damages.

Contractor shall pay any liquidated damages assessed by County within sixty (60) days after they are assessed. If they are not paid within the sixty (60) day period, County may proceed against the Security required by the Agreement.

9.7 Commercial Food Waste Program.

Unless and until the Future Compost Facility is developed and accepting Commercial Food Waste, Contractor agrees to process Commercial Food Waste at the following facility: West County Resource and Recovery Facility Food Waste and Green Waste composting facility, located in Richmond, California. Commercial Food Waste routes shall be implemented throughout Sonoma County by Contractor by July 1, 2014, and shall be continuously operated throughout the Committed Waste Period.

All Commercial Food Waste loads directed to this facility shall first be weighed at the scales at the Central Transfer Station and be charged the Gate Fees (including Concession Payments and Waste Management Agency Fees), so that the parties can track the tonnage of Commercial Food Waste sent to each such facility.

If the Future Compost Facility is designed, permitted, developed and constructed by the Waste Management Agency and such facility is able to accept and process Commercial Food Waste, Contractor agrees to deliver Commercial Food Waste to the Future Compost Facility without any adjustment to rates. If the per ton charge for the receipt and processing of such Commercial Food Waste at the Future Compost Facility is in excess of \$36.20 per ton (for the outer Transfer Stations) or \$34.10 per ton (for the Central Transfer Station), the County will pay the Contractor each month the difference between these threshold amounts and the per ton charge at the Future Compost Facility. Contractor shall have no obligation to design, permit, develop or construct the Future Compost Facility.

9.8 New Programs and Technology.

During the Committed Waste Period and the County Facilities Operations Period, the County, the Waste Management Agency, or any Committed City may consider the implementation of new or additional diversion programs, such as conversion technology [or renewable energy](#), at the Facilities or at another facility located in the County of Sonoma that is owned or operated by Contractor or its Affiliate. Any party that desires to implement such a program may deliver written notice to the other parties generally describing the diversion concept and goal. Within a reasonable period of time after delivery of such notice, Contractor shall meet and confer with the County or such Committed City and discuss the feasibility, operational impacts and costs of such potential new or additional diversion programs. As a condition to Contractor implementing any new diversion program, the parties shall mutually determine the feasibility of implementation of the additional diversion programs.

Upon determining that a new diversion program is feasible, Contractor shall identify any additional equipment, resources, personnel or operational changes or practices required to implement the program and the parties will negotiate an appropriate adjustment to Contractor's compensation hereunder following the procedures in [Sections 11.4](#).

~~ARTICLE 10.~~ ARTICLE 10. COUNTY CONCESSION PAYMENTS

10.1 County Concession Payment.

As consideration for County granting Contractor an exclusive right and concession to operate the County Facilities for the Committed Waste Period and any County Facilities Operations Period of this Agreement, Contractor has agreed to pay County a County Concession Payment to be assessed on Waste deliveries from and after the Effective Date, in the amount set forth in Exhibit R. The parties have negotiated the amount of the Concession Payment and County has agreed to structure the Concession Payment as a per ton charge on all Waste that is received after the Effective Date for the first time at any of the County Facilities (except for Beneficial Reuse Material, Special Waste and any residuals or Waste delivered to the County Facilities from any other processing or transfer facility in Sonoma County) and any Committed County Waste or Committed City Waste that is delivered to or enters into any other facility under control by Contractor through the County Waste Commitment and the Waste Delivery Agreements. As part of the agreed upon structure, the County has authorized Contractor to include the County Concession Payment as part of the Gate Rates established pursuant to this Agreement. The County Concession Payment shall be increased annually by the amount of the CPI percentage increase in the Contractor Service Fee.

In the event there is a lawsuit that invalidates the Concession Payment, such event shall be considered a Change in Law and the Concession Payment shall be restructured so it is no longer included as a component of the Gate Fees. In such event, the parties shall negotiate a structured payment that is designed to produce the expected amount of County Concession Payment revenues, in a manner that is revenue and cost neutral to the Contractor. If the parties are unable to agree to the restructured payment amount, either party may invoke the arbitration procedures set forth in Article 18.

10.2 Payment of Concession Payments.

Contractor shall pay the Concession Payment quarterly in arrears to the County on or before the 10th day of each quarter for the immediately preceding (most recently completed) quarter.

In addition to the County's other rights and remedies in the event of a failure of Contractor to make the Concession Payments, outstanding amounts of Concession Payments not paid when due shall bear interest at 7%, which interest shall accrue on the outstanding balance of the Concession Payments on a monthly basis.

10.3 Intent.

Contractor acknowledges that it is the intent of the parties that the County Concession Payments as set forth in this Section are a material and fundamental component of this transaction and the consideration provided hereunder to the County. Contractor shall not undertake, cause or take any action that seeks to bypass the use of the County Facilities or any other facility located within the County of Sonoma in order to avoid the payment or application of the County Concession Payment. The County Concession Payment is payment by the

Contractor to the County in consideration of the valuable exclusive concession being granted by the County to Contractor and is not any part of the Government Fee Component.

ARTICLE 11.CONTRACTOR’S COMPENSATION INVOICING REPORTING AND AUDITS

11.1 General.

The payments and other consideration in this Agreement to be received by Contractor (including payment of Contractor Service Fees, Gate Rates (to the extent retained by Contractor), Landfill Gas sales revenues and revenues from the sale of Recyclable Materials) are the full, entire and complete compensation due to Contractor for furnishing all labor, equipment, materials and supplies and all other things necessary to perform all of the services required by this Agreement in the manner and at the time prescribed, and for fulfilling all of its obligations under this Agreement, including its Assumed Liabilities, indemnity obligations and compliance with all Applicable Law. Unless otherwise provided specifically to the contrary elsewhere in this Agreement, such revenues shall include all costs for the items mentioned above and also for all agreed upon taxes, insurance, bonds, letters of credit, overhead, profit and all other costs necessary or appropriate for Contractor to perform its required services in accordance with this Agreement, as well as adequate compensation for all risks that are being taken by Contractor by reason of its execution and delivery of this Agreement.

In addition to the Contractor Service Fees, Contractor shall be entitled to receive and retain as additional compensation for Contractor’s performance of this Agreement: (a) all revenues, tax credits and royalties arising from the Recycling, sale or re-use of Waste (including Recyclable Materials) received at any of the County Facilities during the Committed Waste Period and any County Facilities Operations Period; (b) all revenues, tax credits, royalties and other things of value arising from the sale, conversion into energy or re-use of Landfill Gas and Waste produced during the Term; and (c) all revenues, tax credits, royalties and other things of value arising from the sale or re-use of energy produced from Landfill Gas during the Term.

Except for Sections 11.1, 11.5, 11.8, 11.9 and 11.10, Contractor’s, County’s and the Committed Cities’ rights and obligations in this Article 11 will no longer be in force or effect after (1) expiration of the Committed Waste Period and (2) when Contractor is no longer receiving waste commitment renewals from at least 60% of the then current Sonoma County waste stream, as provided in Sections 2.2, 2.3 and 12.5.

11.2 Gate Rates.

Contractor shall charge all Entities that deliver Waste to any of the County Facilities a Gate Rate determined pursuant to this Agreement; provided, however, that Waste received at one County Facility and transported to another (including Residuals from the Materials Recovery Facility) shall not be charged a second Gate Rate. The Gate Rate shall consist of three components:

- The Contractor Service Fee, which shall be the portion of the Gate Rate retained by Contractor as consideration for its performance under this Agreement; and

- The Government Fee Component; provided, however, that the Government Fee Component shall not apply to the Waste and materials as set forth in Section 11.6; and
- The County Concession Payment.

11.3 Contractor Service Fees.

Contractor shall be paid the Contractor Service Fees described in this Section. The Contractor Service Fees for Committed County Waste and Committed City Waste shall be charged to the Franchised Haulers for all Committed County Waste and Committed City Waste, but excluding Construction and Demolition Waste that would otherwise be County Committed Waste or City Committed Waste. Should the County or a City elect during the Committed Waste Period to have its Waste delivered to the County Facilities using City forces, the County or City as the case may be shall be treated as the “Franchised Hauler” for that jurisdiction for purposes of this Article.

Subject to Section 11.5, the Contractor Service Fees established for Self Haul Waste and Construction and Demolition Waste shall be determined in the sole discretion of the Contractor and shall be paid for such Self-Haul Waste and Construction and Demolition Waste by the Entity that delivers the Self-Haul Waste and Construction and Demolition Waste to any of the County Facilities.

Commencing on the Effective Date, Contractor is authorized to charge all incoming Committed County Waste and Committed City Waste (but excluding Construction and Demolition Waste) a Contractor Service Fee in the amount set forth in Exhibit S, subject to adjustment as provided herein.

11.4 Adjustments to Contractor Service Fees.

A. Inflation Indices.

The Contractor Service Fees for Committed County Waste and City Committed Waste shall be increased annually on each Adjustment Date, by ninety percent (90%) of the twelve month average increase, if any, in the CPI, provided, however that, such adjustment shall not exceed three and one-half percent (3.5%) in any one year (“Maximum CPI Adjustment”). In the event, there is a decrease in the CPI, the Contractor Service Fees shall not be reduced from their then current amounts, however, such decrease shall be credited at the next Adjustment Date where there is an increase in CPI. Likewise, if CPI exceeds three and one-half percent (3.5%) in any one year period, the disallowed excess shall be carried over to the next Adjustment Date or Dates where the CPI adjustment is less than 3.5% up to a Maximum CPI Adjustment. The first Adjustment Date shall be the one year anniversary of the Effective Date, and each subsequent anniversary thereof shall be an Adjustment Date.

The CPI adjustment factor for the first Adjustment Date shall be determined by using the percentage increase in the CPI for the most recent twelve month period for which data is available but which data is also available no later than 60 days before the Adjustment Date. For subsequent Adjustment Dates, the CPI data for the subsequent twelve month period shall be used

if the data for such period is available no later than 60 days before the before the Adjustment Date; if not, data for the most recent twelve month period shall be used.

Contractor's Service Fees as of the Effective Date for Committed County Waste and City Committed Waste shall therefore be adjusted effective as of the Adjustment Date by the percentage which is equal to ninety percent (90%) of the increase in the CPI.

Contractor shall provide County and Committed Cities with 30 days' advance written notice of its intent to adjust the Contractor Service Fees for Committed County Waste and Committed City Waste for this purpose.

If the indices used to compute the annual inflationary adjustment are discontinued or revised by the United States Department of Labor during the Committed Waste Period, such other government index or computation with which it is replaced shall be used in order to obtain substantially the same result as would be obtained if the indices had not been discontinued or revised. The County shall approve any replacement indices in its reasonable discretion.

B. Changes in Law and/or Force Majeure.

The Contractor Service Fees for Committed County Waste and Committed City Waste in Exhibit S already include all costs associated with complying with all existing Applicable Law (including, but not limited to, Environmental Laws) applicable to the County Facilities as of the Execution Date. The purpose of this Subsection B is to: (a) define those Applicable Laws for which the cost of compliance has already been included, (b) define those Applicable Law which may be enacted in the future, or changes in the interpretation of current laws and regulations, the costs of which may be the basis for an increase in the Contractor Service Fees for Committed County Waste and Committed City Waste; (c) identify costs that might otherwise be regarded as resulting from a Change in Law but which, due to the reasons they were incurred by Contractor, shall not result in an increase in the Contractor Service Fees for Committed County Waste and Committed City Waste; and (d) provide for rate adjustments based on Force Majeure Events.

The costs to comply with all Applicable Law in existence as of the Execution Date are already included in the Contractor Service Fees for Committed County Waste and Committed City Waste, which fees are set forth in Exhibit S.

Contractor shall be entitled to an adjustment as provided herein for any Change in Law or Force Majeure Event that occurs during the Committed Waste Period. Furthermore, and without limiting the generality of the foregoing sentence, the Contractor Service Fees for Committed County Waste and Committed City Waste will be increased as a result of any Change in Law or Force Majeure Event that directly adopts, promulgates or increases any federal, state or local fee, tax or surcharge applied to Contractor's property rights or operations at any of the County Facilities, but such increase shall only be in an amount that reimburses Contractor for the actual bona fide out-of-pocket incremental increase in costs to Contractor (without profit, overhead or mark-up). Contractor shall allocate increased per ton operating costs equally across all tons of Waste, excluding Green Waste, then being delivered to the County Facilities by any Entity. Contractor shall allocate capital costs (i.e., costs for cell construction and other permanent

improvements to any of the County Facilities that would normally be treated as capital costs under Generally Accepted Accounting ~~Principals~~Principles) over the remaining: (a) capacity of the Landfill to the extent the Change in Law or Force Majeure Event causes an increase in capital costs of operating, closing or maintaining the Landfill; or (b) Committed Waste Period or the estimated County Facilities Operations Period, whichever is longer, to the extent the Change in Law or Force Majeure Event causes an increase to the cost of operating the Transfer Stations or Materials Recovery Facility. Notwithstanding the generality of the foregoing, should a possessory interest tax or similar tax be imposed on Contractor's property rights, licenses or operations under this Agreement, this tax shall be treated as a Change in Law and Contractor shall be entitled to a rate adjustment in accordance with this paragraph to compensate Contractor for the additional costs arising out of such tax.

The following categories of costs are not considered to arise from a Change in Law or Force Majeure Event and are hereby excluded from eligibility for an adjustment in the Contractor Service Fees due to a Change in Law or Force Majeure Event:

1. ~~(1)~~ any costs which result from, arise out of or are caused by (A) any unexcused failure to perform or a breach of this Agreement by Contractor or any member of the Contractor Parties, (B) any unexcused violation of or non-compliance with Applicable Law by Contractor or any member of the Contractor Parties, or (C) any negligence, recklessness, willful misconduct, fault, culpable act or culpable omission by Contractor or any member of the Contractor Parties; and

2. ~~(2)~~ any cost resulting from a Change in Law or Force Majeure Event that has a cost impact of less than \$50,000 per year (as such amount is adjusted annually by 3% per year during the Committed Waste Period or the County Facilities Operations Period) (provided that Contractor shall be entitled to compensation through a rate adjustment for all costs, starting with the first dollar, associated with a Change in Law having a cost impact of \$50,000 or more per year); and

3. ~~(3)~~ any change in a Permit solely initiated by Contractor, except to the extent such Permit change is required to comply with Applicable Law; and

4. ~~(4)~~ any fines or penalties imposed on Contractor or any member of the Contractor Parties.

C. Process for Requesting an Increase in Gate Rates Resulting from Change in Law or Force Majeure Event.

If Contractor believes that complying with a Change in Law or responding to a Force Majeure Event will increase the costs of operating any of the County Facilities by more than \$50,000 per year (as such amount is adjusted annually by the change in CPI), or of performing Closure or Post-Closure of the Landfill, or otherwise performing under this Agreement, then Contractor must follow the procedures in this subsection before the Contractor Service Fee for Committed County Waste and Committed City Waste will be adjusted.

1. ~~(1)~~ Following the occurrence of a Change in Law or Force Majeure Event, and before being entitled to any adjustment in Contractor Service Fees, Contractor shall give the

County and the Committed Cities written notice specifically describing the Change in Law or Force Majeure Event, describing the Contractor's efforts to mitigate the Force Majeure Event, identifying any resulting changes required in Contractor's performance under this Agreement, stating when compliance is required, and explaining whether the Contractor is eligible for and has applied for and pursued any exemptions or variances. Contractor shall also provide evidence documenting that the Change in Law or Force Majeure Event meets the definition of a Change in Law or Force Majeure Event. Contractor shall be required to apply for and pursue any available exemptions or variances before seeking any adjustment in Contractor Service Fees.

2. ~~(2)~~ Contractor shall submit to the County its proposed method for complying with or addressing the Change in Law or Force Majeure Event, the estimated net actual out-of-pocket cost of compliance or response, and the associated adjustment necessary in the Contractor Service Fees. Contractor shall provide County with access to its operations and Transactions Records in order to evaluate the proposed method of compliance. County may comment on this proposal and Contractor shall consider such comments before submitting any compliance proposal to any Governmental Authority. Contractor shall have a duty to mitigate the cost of compliance with the Change in Law or addressing the Force Majeure Event and shall use reasonable efforts to determine, propose and implement the least costly response.

3. ~~(3)~~ Contractor shall submit the proposed method of compliance or response, if required or applicable, to the appropriate Governmental Authority. If the appropriate Governmental Authority approves that method or response without conditions, the cost necessary to implement that method of compliance or response shall be allocated proportionately across the tonnage of Waste generated within the County and delivered to the County Facilities, and net of any offsetting cost reductions as determined in accordance with this Section. The amount by which the Contractor Service Fees may be adjusted shall be subject to County review and written approval, which shall not be unreasonably withheld.

4. ~~(4)~~ If Contractor's proposed method or response (if any is required) is not approved by the appropriate Governmental Authority, Contractor will implement the least costly method of compliance or response which is approved by the Governmental Authority. The costs necessary to implement that method of compliance or response will be used to calculate the amount allocated proportionately across the tonnage of Waste generated within Sonoma County and delivered to the Landfill, Transfer Stations and/or Materials Recovery Facility and net of any offsetting cost reductions, as determined in accordance with this Section. The amount by which the Contractor Service Fees may be adjusted shall be subject to County review and written approval, which shall not be unreasonably withheld.

5. ~~(5)~~ If the parties fail to reach agreement on the appropriate adjustment to Contractor's Service Fees or any related issue described in this Subsection, either party may submit the matter to Dispute Resolution.

D. Most Favored Customer Clause.

Unless the County agrees in writing, Contractor shall not charge a Contractor Service Fee to any public agency within Sonoma County for the delivery of Waste to any of the County Facilities or any facility owned or operated by Contractor within Sonoma County that is lower

than the Contractor Service Fee applicable to such type of Waste that is delivered to the County Facilities under this Agreement by the County or any of the Committed Cities. This provision shall not apply to Beneficial Reuse Material or Special Waste. It shall also not apply to Self Haul Waste that is not generated by a public agency.

11.5 Contractor Service Fees For All Self-Haul Waste.

Contractor shall at its sole discretion set the Contractor Service Fees for all Self-Haul Waste delivered to the County Facilities; provided, however, that: (a) Contractor's Service Fees for a given category of Self-Haul Waste shall not be more than five percent (5%) higher than the Contractor Service Fees to the County and Committed Cities for that category of Waste; and (b) Contractor Service Fees for Self-Haul Waste disposed of in the Landfill shall include a charge for cell development and for Closure and Post-Closure that is no less in dollar amount than the charge for these components in the Contractor Service Fees to the County and Committed Cities, but this proviso (b) does not apply to Beneficial Reuse Materials.

The intent of this provision is that Self-Haul Waste that is received at the County Facilities shall pay its fair share for cell development and Closure and Post-Closure costs. The Gate Rate for all Self-Haul Waste delivered to any of the County Facilities shall consist of the Contractor Service Fees for Self-Haul Waste plus the Government Fee Component and the County Concession Payment.

If not all Committed Cities elect to extend their Waste Delivery Agreements with Contractor (i.e., where jurisdictions elect to extend their Waste Delivery Agreements that represent 60% or more but less than 100% of the previously Committed Waste), then Contractor shall accept such Waste to the extent there is remaining capacity at the Landfill to enable Contractor to fulfill its obligations to the jurisdictions that have then currently committed their Waste to the County Facilities and Landfill, and shall charge a per ton Contractor Service Fee for non-Committed Waste delivered to the County Facilities from these jurisdictions (that do not extend their Waste Delivery Agreements) that is no lower than the Contractor Services Fees charged to any jurisdiction that has at that time committed its Waste to Contractor and the County Facilities.

11.6 Governmental Fee Component.

The initial Government Fee Component of the Gate Rate which shall be applicable to Committed County Waste and Committed City Waste and Self Haul Waste Disposed of in the Landfill shall be \$7.50 per ton. Except as provided in Section 11.8 with respect to Waste Management Agency Fees, the initial Government Fee Component for tonnage Disposed of in the Landfill consists of the following state and local fees, taxes and surcharges applied to operations at the County Facilities:

- State of California AB1220 Fee
- Waste Management Agency Fee (as set forth in Section 11.8)
- Local Enforcement Agency Fee

For Beneficial Reuse Materials, the Government Fee Component shall be zero.

For Special Waste and any residuals or Waste delivered to the County Facilities from any Third Party processing or transfer facility in Sonoma County that are Disposed of in the Landfill, such materials shall be charged only the State of California AB 1220 Fee and the Local Enforcement Agency Fee.

For Green Waste delivered to any County Facility for composting, the Government Fee Component shall be only the Waste Management Agency Fee on Green Waste delivered for composting. Contractor shall only be responsible for remitting Gate Fees paid by entities delivering Green Waste to any County Facility to the County or the Waste Management Agency.

No new, additional or increased fees, taxes or surcharges shall be imposed by County on any of Contractor's activities, operations or performance under this Agreement, or otherwise imposed on Contractor by County, except as mutually agreed by County and Contractor. Should County breach this covenant, County shall promptly reimburse Contractor for all such new, additional or increased fees, taxes or surcharges. Any new, additional or increased mutually agreed fees, taxes or surcharges shall be added to the Governmental Fee Component and will thereby reflected in an increased Gate Rate at the County Facilities to be collected by Contractor on incoming Waste at the scalehouses.

Any new, additional or increased fees, taxes or surcharges imposed on Contractor's activities or operations under this Agreement by any Governmental Authority other than the County shall be treated as a Change in Law.

11.7 Invoicing.

Contractor is responsible for submitting monthly invoices to the County or a City's Franchised Hauler, requesting payment for all County and/or City Disposal Tonnage delivered by each Franchised Hauler to any County Facility during the prior month. On or before the fifteenth (15th) day of each month, and beginning with the month immediately following the month in which work commences under this Agreement, Contractor shall invoice the Franchised Hauler in a format and level of detail reasonably required by the Franchised Hauler and consistent with this Agreement. County or City Franchised Hauler, as applicable, shall pay Contractor within thirty (30) days of receipt of an invoice. Contractor agrees that payment by County or City Franchised Hauler to Contractor shall not constitute nor be deemed a release of the responsibility or liability of Contractor, its employees, subcontractors, agents and consultants for the services performed hereunder nor shall such payment be deemed to be an assumption of responsibility or liability by County for any defect or error in such services.

The County or City Franchised Hauler may request clarification and/or additional information about an invoice. Such a request shall be in writing and shall describe the information requested with reasonable specificity. Contractor shall furnish the clarification and/or additional information requested promptly and in any event within thirty (30) days from the date of the request.

If the County or City Franchised Hauler disputes a portion of an invoice, it shall pay the undisputed portion within thirty (30) days and notify Contractor, in writing and in reasonable

detail, of the reason(s) for nonpayment of the disputed amount. The parties shall promptly meet and confer regarding any disputed portion of an invoice. If the parties fail to reach agreement within 14 days of the Contractor receiving notice of the Franchised Hauler's dispute, either party may submit the matter to Dispute Resolution.

The provisions in this Article shall apply with equal force to the County or a Committed City if the County or a Committed City performs its own Waste collection.

11.8 Waste Management Agency Fee.

For the life of the Waste Management Agency, Contractor shall charge a Waste Management Agency Fee, in the amount set forth in Exhibit T, as part of the Government Fee Component on all Waste that is received for the first time at any of the County Facilities (except for Beneficial Reuse Material, Special Waste and any residuals or Waste delivered to the County Facilities from any other processing or transfer facility in Sonoma County) and any Committed County Waste or Committed City Waste that is delivered to or enters into any facility that is owned or operated by Contractor or any Affiliate. The Waste Management Agency Fee on collected Gate Rate revenues shall be provided to County monthly for the County to deposit with the Waste Management Agency. Should the Waste Management Agency Fee increase or decrease, Contractor shall adjust Gate Rates to pass through such increase or decrease; provided, however, that the Waste Management Agency Fee shall at no time be greater than \$5.95 per ton for Self Haul Waste.

11.9 Scales; Reporting and Audit Rights; Reconciliation.

A. Operation of Scales.

Contractor shall maintain, in accordance with Applicable Law, at least one State certified motor vehicle scale at each of the County Facilities. Contractor shall operate such scales during each County Facility's receiving hours, provided that Contractor shall provide County with access to weighing information during such operating hours and shall provide copies of weigh records on the next business day after a request for such records. To the extent that the scale is inoperable, being tested or otherwise unavailable for a period of 7 consecutive days, Contractor shall substitute portable scales until the permanent scale is replaced or repaired. During such 7 day period, Contractor shall reasonably estimate the weight of the incoming Waste and convert the weight to tonnage, in each case, using Prudent Solid Waste Practices. Contractor shall arrange for any inoperable scale to be repaired as soon as possible. Contractor shall test and calibrate all scales in accordance with Applicable Law, but at least every 12 months. Contractor shall provide County with copies of test results. Contractor shall further test and calibrate any or all scales upon written request by County, within 5 business days of such request, if the County reasonably believes that the scales are not calibrated in accordance with Applicable Law. If such test results indicate that the scale or scales did not comply with Applicable Law, Contractor shall, at its own cost, adjust and correct, consistent with the results of such test, all weight measurements recorded and tip fees, County Concession Payment and Waste Management Agency Fees calculated, charged and paid, as the case may be, from the date of such written request to test.

B. Recordkeeping.

Contractor shall keep accurate and detailed books of account and records in accordance with generally acceptable accounting principles consistently applied regarding any and all transactions conducted involving Transaction Records. The Transaction Records shall include all records, receipts, journals, ledgers and documents reasonably necessary to enable the County or its auditors or accountants to perform a complete and accurate audit of County Concession Payment and the Waste Management Agency Fees in accordance with generally accepted accounting principles. Contractor shall retain the Transaction Records for a period of not less than 5 years after the end of the calendar year covering such Transaction Records. Copies of all Transaction Records shall be kept at a location selected by Contractor that is not more than 100 miles from the County's administrative offices at 2300 County Center Drive or such other location as is approved by the County in its reasonable discretion. The County shall be entitled at all times during regular business hours to access, review and copy the Transaction Records, including without limitation, reviewing the daily transaction receipts for all Waste delivered to the County Facilities.

C. Quarterly Reports.

Concurrently with the quarterly payment of the County Concession Payment and the Waste Management Agency Fees as provided herein, Contractor shall deliver to the County a report setting forth:

1. ~~(1)~~ The County Concession Payment and Contractor's calculation thereof, including tons of Waste upon which the County Concession Payments has been applied;

2. ~~(2)~~ The Waste Management Agency Fee and Contractor's calculation thereof, including tons of Waste upon which the Waste Management Agency Fee has been applied;

3. ~~(3)~~ Tons of Waste delivered to the Landfill for disposal during the preceding (most recently completed) calendar quarter, which must be accompanied by the weight records and disposal tickets for such quarter as well as any voided disposal tickets during such quarter;

4. ~~(4)~~ Tons of Waste delivered to each of the Transfer Stations during the preceding (most recently completed) calendar quarter, the customer, the ton of Waste delivered by such customer, and the rates paid by such customer on a per ton basis for delivering such Waste;

5. ~~(5)~~ The amounts of regulatory fees, on a per ton and aggregate basis, incurred and paid during the preceding (most recently completed) calendar quarter as a result of the Waste Disposed of in, on or at the Landfill, such information and calculations to be separately set forth by regulatory agency and applicable charge;

6. ~~(6)~~ Tons of Waste from any source within the County of Sonoma that are delivered by any member of the Contractor Parties to any facility other than the County Facilities during the preceding (most recently completed) calendar quarter, whether such facility is located

within or outside of the County of Sonoma, such information to be accompanied by weight records and disposal tickets on a per vehicle basis;

7. ~~(7)~~ The Gate Rates applied to Waste collected or generated within Sonoma County (a) from any City that is not a Committed City and (b) from any public agency in the County of Sonoma (other than the County and the Committed Cities) that is delivered to the Landfill, or the Materials Recovery Facility, any of the Transfer Stations or any other facility owned or operated by Contractor, Prime Subcontractor or any Affiliate, which facility is located within the County of Sonoma or used by Contractor for disposal of Waste from the County of Sonoma, including any discounts, rebates, free disposal and similar concessions provided to such City or other public agency;

8. ~~(8)~~ Tons of Waste during the preceding (most recently completed) calendar quarter that are considered Committed County Waste, allocated by Transfer Station or other County facility to which such Waste has been delivered;

9. ~~(9)~~ For each Committed City, tons of Waste during the preceding (most recently completed) calendar quarter that are considered Committed City Waste, allocated by Transfer Station or other facility to which such Waste has been delivered;

10. ~~(10)~~ For each City other than a Committed City, tons of Waste collected or generated within Sonoma County during the preceding (most recently completed) calendar quarter that have been delivered to the County Facilities (on a Transfer Station by Transfer Station basis);

11. ~~(11)~~ Tons of Waste collected or generated within Sonoma County during the preceding (most recently completed) calendar quarter that are considered Self-Haul Waste (other than that which is reported under clause (10) above) and which have been delivered to the County Facilities (on a Transfer Station by Transfer Station basis; and

12. ~~(12)~~ Tons of Waste diverted from Disposal during the preceding (most recently completed) calendar quarter.

D. Annual Reports.

Concurrently with the delivery of the final County Concession Payments and Waste Management Agency Fee payment made in any calendar year (due and payable on or before each January 10th after the Effective Date), Contractor shall provide the County with an annual report, summarizing and aggregating each of the items specified in Section 11.9 C, in addition to the following:

1. ~~(1)~~ an analysis of the changes to the airspace of the Landfill since the previous report, if any;

2. ~~(2)~~ an analysis of the remaining capacity of the Landfill;

3. ~~(3)~~ a projection of the remaining life of the Landfill;

4. ~~(4)~~ any and all filings made with any Governmental Authority regarding the Facilities and any and all notices of violation from any Governmental Authority relating to the Facilities; and

5. ~~(5)~~ any and all reports required by the Waste Management Agency to comply with solid waste diversion reporting requirements

6. ~~(6)~~ an analysis of the total diversion achieved under this Agreement including appropriate documentation establishing Contractor's compliance with meeting the diversion requirements of Section 9.2, in a format acceptable to County.

E. Annual Presentation to County and Waste Management Agency.

During the Committed Waste Period, Contractor shall present a report annually to the Board and the Waste Management Agency on the progress made toward achieving the goals established in the Agreement (e.g., diversion goals, greenhouse gas reductions, Commercial Food Waste program, any new activities and programs, etc.).

F. Disposal Reports to Governmental Authorities.

Within 10 days after Contractor submits the quarterly and annual disposal reporting system reports to the Governmental Authorities, Contractor shall send a full copy thereof to the County.

G. Auditing.

The County, upon not less than 5 business days' prior notice to Contractor, may cause an audit to be made of the County Concession Payments, the Waste Management Agency Fees, the diversion tonnage requirements and all of the Transaction Records necessary (in the County's reasonable judgment) to audit such fees and obligations hereunder. Contractor will make all such books and records available to the County and its consultants for such audit at the office located at the Landfill. Contractor shall cooperate with the County in connection with such audit and shall make available to the County and its consultants performing the audit personnel who are knowledgeable about the operations at the Facilities and the Transaction Records. Audits under this Section may be conducted once each calendar year, in the sole discretion of the County, or at such other time as the County, acting reasonably, believes that there has been an underpayment of County Concession Payments or Waste Management Agency Fees.

If the audit discloses an underpayment of the County Concession Payments or Waste Management Agency Fees, Contractor shall immediately pay to the County the amount of the underpayment, with interest at a rate equal to 7% per year from the date such underpayment was originally due until such amount, including accrued interest, is fully paid, which interest shall accrue and compound on the outstanding balance of the County Concession Payments and Waste Management Agency Fees, as applicable, on a monthly basis. If the audit discloses an underreporting of County Concession Payments or Waste Management Agency Fees in excess of 2% over the time period covering such audit, then Contractor shall also immediately pay to the County all actual internal and external costs and expenses associated with the audit and with collecting the underpayment. If the audit discloses an overpayment of County Concession

Payments or Waste Management Agency Fees, Contractor shall be entitled to a credit against the next payment of County Concession Payments or Waste Management Agency Fees due the County, with interest at a rate equal to the current rate of return on County investments from the date such overpayment was originally made until such amount, including accrued interest, is fully repaid through the use of such credits.

Notwithstanding the foregoing, either party may request Dispute Resolution before any payment or credit is due to the other party, and such payment or credit will be deferred until the conclusion of Dispute Resolution. The amount determined to be owed by one party to the other as a result of such Dispute Resolution shall then be paid or refunded within 30 days of the final decision of the arbitrator, plus interest as provided above.

11.10 Miscellaneous.

The making of any payment to Contractor does not imply acceptance of work, nor lessen Contractor's responsibility to correct unsatisfactory work whether or not the unsatisfactory character of such work was apparent or detected at the time such payment was made.

ARTICLE 12.~~ARTICLE 12.~~ WASTE FLOW COMMITMENTS AND CONDITIONS TO EFFECTIVENESS OF AGREEMENT

12.1 County Commitment.

A. Waste Commitment.

At all times during the Committed Waste Period, the County shall deliver and/or shall cause its Franchised Hauler(s) to deliver all Committed County Waste to the Contractor and the County Facilities.

B. Commitment Term.

The term of the County's Waste delivery commitment to Contractor shall be 20 years commencing on the Effective Date of this Agreement, which may be extended by a mutual written agreement signed by both of the parties or as provided in this Article.

12.2 Exclusions from County Commitment.

A. As used in this Agreement, "Committed County Waste" excludes:

(i) Construction and Demolition Wastes, except to the extent the County has exercised Flow Control over such Waste or the County's Franchised Hauler has agreed to deliver such Waste to the County Facilities;

(ii) Source Separated Recyclable Materials; (but Committed County Waste includes the residuals requiring Disposal resulting from the processing of Source Separated Recyclable Materials and Waste delivered to any of Prime Subcontractor's recycling and materials recovery facilities in Sonoma County);

(iii) Self-Haul Waste; and

(iv) Committed City Waste.

B. Whenever a Franchised Hauler's contract, authorization, permit, license or franchise agreement is issued, granted, renewed (excluding a renewal on the basis of a unilateral option of the Franchised Hauler), extended or materially modified after the Execution Date, the County shall incorporate language in such contract, authorization, permit, license or franchise agreement, requiring the Franchise Hauler to deliver all Committed County Waste to the County Facilities.

12.3 Conditions to Effectiveness of Agreement.

12.3.1 ~~12.3.1.~~ Conditions for Benefit of Contractor.

This Agreement shall not become effective, and the parties shall have no obligations to each other by reason of this Agreement, until the following conditions precedent have been met

to the sole satisfaction of Contractor. These conditions are solely for the benefit of Contractor and Contractor in its sole discretion may unilaterally waive all or any part of these conditions.

A. Waste Flow Commitments.

All of the Cities listed below shall have entered into Waste Delivery Agreements with Contractor in the form set forth in Exhibit J or such other form as is satisfactory to Contractor, whereby each City has agreed to deliver and/or shall cause all of their Franchised Haulers to deliver all Committed City Waste to the Contractor and County Facilities for a minimum period of twenty years, commencing on the Effective Date. The Cities that must enter into such Waste Delivery Agreement to satisfy this condition are: Cloverdale, Cotati, Healdsburg, Rohnert Park, Santa Rosa, Sebastopol, Sonoma and the Town of Windsor.

B. Water Treatment Plant Discharge Agreement and Permits.

Contractor has received as the operator of the Landfill a valid permit for Leachate Disposal with the Water Treatment Plant and the City of Rohnert Park for use of their trunk and sewer line, in a form satisfactory to Contractor in its sole discretion, allowing acceptance of Leachate generated from the Landfill at the rate of \$0.00524 per gallon.

C. Landfill and Landfill Expansion Permits.

Contractor has received as the operator or discharger of the Landfill a Solid Waste Facilities Permit, Waste Discharge Requirements, NSPS permit and all other Permits required for the operation of the Landfill and the construction and operation of an additional minimum 7.8 million cubic yards of new Disposal capacity adjacent to the existing Landfill and on the Landfill Land, which Permits shall be in a form satisfactory to Contractor in its sole discretion

D. Validity of Board of Supervisors Approval of this Agreement.

The Board of Supervisors shall have duly authorized the County's signing and performance of this Agreement, and of all of the County's obligations in this Agreement shall be legally enforceable and binding obligations of the County.

E. Accuracy of County Representations.

The County's representations in Section 17.2 and throughout this Agreement shall be true and correct and not contain a material omission as of the Execution Date and as of the Effective Date.

F. Leachate Pipeline Litigation.

The dismissal with prejudice of the County in the construction litigation concerning the Leachate Pipeline [Case No. SVC-249432 (Lead Case) Consolidated with SCV-238809].

12.3.2 12.3.2. Conditions for Benefit of County.

The obligation of the County to permit this Agreement to become effective and to perform its undertakings provided for in this Agreement is subject to the satisfaction of each and all of the conditions set forth below, each of which may be waived in whole or in part by the County.

A. Waste Flow Commitments.

All of the Cities listed below shall have entered into Waste Delivery Agreements with Contractor whereby each City has agreed to deliver and/or shall cause all of their Franchised Haulers to deliver all Committed City Waste to the Contractor and County Facilities for a minimum period of twenty years, commencing on the Effective Date. The Cities that must enter into such Waste Delivery Agreement to satisfy this condition are: Cloverdale, Cotati, Healdsburg, Rohnert Park, Santa Rosa, Sebastopol, Sonoma and the Town of Windsor. In addition, at County's prompt request, any material covenant or condition agreed to between Contractor and a Committed City in a Waste Delivery Agreement that is materially more favorable than the comparable term or condition in this Agreement, shall be incorporated into this Agreement for the benefit of County by way of acknowledgment by both parties.

B. Landfill and Landfill Expansion Permits.

Contractor has received as the operator or discharger of the Landfill a Solid Waste Facilities Permit, Waste Discharge Requirements, NSPS permit, Leachate Disposal Permit from the Water Treatment Plant and all other Permits required for the operation of the Landfill and the construction and operation of an additional 7.8 million cubic yards of new Disposal capacity adjacent to the existing Landfill and on the Landfill Land.

C. Settlement Agreements With Cities.

The County and the Committed Cities shall each have entered into written Settlement Agreements pertaining to the Committed Cities' alleged liabilities arising out of or relating to the County Facilities.

D. Delivery of Contractor's Financial Security Instruments to County.

The Contractor shall have delivered to County the Contractor's Proof of Insurance, Letter of Credit and signed and duly authorized parent company Corporate Guaranty as described in Article 14.

E. Delivery of Signed Operations Agreement between Contractor and Prime Subcontractor

The Contractor shall have delivered to County a signed copy of the Operations Agreement between Contractor and the Ratto Group of Companies, Inc. Furthermore, Prime Subcontractor or its Affiliate, acting in its capacity as the County's franchised hauler, shall execute a rider to this Agreement whereby it shall agree to provide the new collection programs.

described in this Agreement for no additional charge to its customers other than as reflected in the Contractor's Service Fee.

F. Accuracy of Contractor's Representations.

The Contractor's representations in Section 17.1 and throughout this Agreement shall be true and correct and not contain any material omission as of the Execution Date and as of the Effective Date.

G. Legal Opinion

A legal opinion, in the form of Exhibit U, from California and such other applicable outside counsel to Contractor and Guarantor with respect to (i) the formation, existence and standing of Contractor and Guarantor; (ii) the valid authorization, execution and delivery by Contractor of this Agreement, and the enforceability thereof; and (iii) the valid authorization, execution and delivery by Guarantor of the Guaranty and the enforceability thereof.

H. Termination of Sunrise Garbage Lease.

County and Prime Subcontractor shall enter into a termination agreement whereby that certain Sunrise Garbage Lease shall be deemed to be terminated upon the Effective Date of this Agreement.

12.3.3 ~~12.3.3.~~ Obligations of the Parties Between the Execution Date and the Effective Date.

A. Contractor Obligations.

1. ~~1.~~ **Interviewing/Hiring of Impacted County Employees.** Within 45 days of the Execution Date, Contractor shall have completed interviews of Impacted County Employees pursuant to Section 4.12 of this Agreement. Within 75 days of the Execution Date, Contractor shall make tentative offers of employment to the selected employees.

2. ~~2.~~ **Permit Applications.** Within 30 days of the Execution Date, Contractor shall apply for necessary permits, including the Water Treatment Plant permit.

3. ~~3.~~ **Notice of Transition.** Contractor shall provide County with 30 days prior notice (the "Transition Notice") of when Contractor shall be ready to transition the operations.

B. County Obligations.

1. ~~1.~~ **Transition of Utilities.** Within 10 days of the Transition Notice, County shall commence the separate metering of the utilities and complete the separation prior to the Effective Date.

2. ~~2.~~ **Employee Transition.** Within 10 days of the Execution Date, County shall provide notices to Impacted County Employees in order to provide the Impacted County Employees with a minimum of 90 days' notice prior to any ~~lay-offs~~layoffs.

3. ~~3.~~ **Assignment of Contracts.** County shall take appropriate steps to assign the Assigned Contracts, including providing notice to the vendors of the assignment and seeking consents to assignment for those contracts that County and Contractor desire to assign to Contractor but are subject to the consent of the vendor.

12.4 Commitment of Waste Limitations.

A. The commitment of Waste by the County or a Committed City is not a guaranty of any amount of Waste flow, nor does it represent a "put or pay" relationship. Contractor acknowledges that the actual Waste flow may be higher or lower than its projections, proposal assumptions or historical averages.

B. Notwithstanding the commitment of Waste by the County and any Committed City as described herein, such commitment is not a guaranty of payment. Contractor shall be solely responsible for invoicing the Franchised Haulers and other Entities delivering Waste and shall be solely responsible for obtaining such payments from such Franchised Hauler or other Entity. Neither the County nor such Committed Cities shall have any responsibility or liability for unpaid amounts unless the County or the Committed Cities, as applicable, are directly hauling the Waste to the County Facilities; provided, however, the County agrees that:

1. ~~(1)~~ Contractor shall not be obligated to accept Waste deliveries from any Franchised Hauler or other Entity delivering Waste to any of the County Facilities if said Franchised Hauler or other Entity is delinquent more than 45 days in paying any invoices from Contractor for the Gate Rates applicable to the prior deliveries of Waste by said Franchise Hauler or other Entity;

2. ~~(2)~~ Contractor at its sole discretion may place any Franchised Hauler or other Entity on a COD (Cash on Delivery) payment basis if the Franchised Hauler or other Entity is delinquent more than 45 days in paying any invoices from Contractor for the Gate Rates applicable to the prior deliveries of Waste by said Franchise Hauler or other Entity, or may refuse all deliveries from such Franchised Hauler or other Entity until the delinquent account is brought current;

3. ~~(3)~~ Each County and Committed City committing to deliver its Waste to Contractor and the County Facilities shall take prompt enforcement action against its Franchised Hauler if said hauler does not timely pay Contractor's invoices to the Franchised Hauler for the delivery of Waste from the local agency's jurisdiction to Contractor. Without limiting the generality of the foregoing, if a Franchised Hauler is more than sixty (60) days delinquent in paying any of Contractor's invoices, then upon Contractor's request the local agency shall immediately deliver a written notice to its Franchised Hauler, notifying the Franchised Hauler that the local agency will take prompt enforcement action against the Franchised Hauler's if the Contractor's invoices are not immediately paid, and that such enforcement action may include measures up to and including termination of the Franchise Hauler's rights to collect Waste in the

local agency's jurisdiction. Furthermore, if thirty (30) days after delivery of such notice the Franchised Hauler has still not paid in full all such of the delinquent invoices, the local agency shall promptly notice a hearing before its council or board to take all reasonable enforcement measures necessary (including up to termination of the Franchise Hauler's right to collect Waste in the local agency's jurisdiction) to compel the Franchise Hauler to pay Contractor's invoices in full, and shall take all such enforcement actions as necessary.

C. A breach or default by a Committed City as to its commitment of Committed City Waste under this Section shall not be considered a breach or default by the County or any other Committed City. A breach or default by the County as to its commitment of Committed County Waste under this Section shall not be considered a breach or default by any Committed City. In no event shall the County have any obligation for any Committed City or any Committed City have any obligation for the County or any other Committed City and no joint or several liability shall apply under any circumstance.

12.5 Option to Extend County Facilities Operations Period and Waste Commitments.

In addition to the Contractor's option to extend the County Facilities Operations Period set forth in Section 2.1, and the provisions of Section 2.2, the County and the Committed Cities shall also each independently have 6 successive options to extend the County Facilities Operations Period if they also elect to continue to commit their respective Waste flow to Contractor for 5 additional years per option. Each option must be exercised in writing by the County or a Committed City no later than 12 months prior to the expiration of the then prior period during which Waste has been committed (e.g., the initial option must be exercised by the 19 year anniversary of the Effective Date). The exercise of the options shall be within the sole respective discretion of the County and each of the Committed Cities and the exercise of one option does not guaranty or mean that the succeeding option or options will be exercised; provided, however, that the successive options may not be exercised unless the immediately preceding option has been exercised. The options of the County and each Committed City are wholly independent of each other and one or more may exercise their respective option(s) notwithstanding any election by the others to not exercise their option(s). The Contractor Service Fees payable in connection with such option period shall be the same Contractor Service Fees as are effect at the time of the exercise of the option; except that the Contractor Service Fees shall remain subject to adjustment during any option period in accordance with the annual and other adjustment provisions in Article 11 of this Agreement.

Notwithstanding the foregoing, the election by the County and/or Committed Cities to extend the County Facilities Operations Period shall not be effective, and the Contractor shall not be obligated to operate the County Facilities during any requested extension of the County Facilities Operations Period at any point in time unless the following conditions are all met or waived by Contractor at its sole discretion:

(a) The Landfill shall have sufficient Permitted Disposal Capacity to Dispose of all Waste to be delivered by the County and Committed Cities extending their Waste delivery commitments to Contractor for the extension period: and

(b) A sufficient amount of tonnage satisfactory to Contractor in its sole discretion has been committed under such extensions by the County and/or Committed Cities electing to extend their Waste flow commitments to Contractor to make the continued operation of the County Facilities economically feasible. If Contractor decides that there are not sufficient Waste flow commitments, and does not elect to waive this condition, Contractor shall commence Closure upon the expiration of the then current term and in accordance with Applicable Law and shall deliver the County Facilities back to the County in accordance with Section 2.1 above. Notwithstanding the foregoing, Contractor shall accept such Waste flow extensions (up to the remaining Permitted Disposal Capacity) if a combination of County and/or Cities representing a minimum of 60% of the then current committed Waste flow, exercise their respective options to extend the commitments.

(c) Contractor shall notify the County and Committed Cities electing to extend their Waste flow commitments to Contractor in writing of Contractor's decision whether to accept and to be bound to operate the County Facilities in response to such extensions within 120 days after receiving all extension elections from the County and Committed Cities, including any conditions Contractor may place on its extended obligation to accept Waste deliveries due to any limitation on the Permitted Disposal Capacity at the Landfill; and

(d) Once the County and/or some or all of the Committed Cities have elected to extend the County Facilities Operations Period and continue to commit their respective Waste flow to Contractor for 10 additional years, the County and Contractor shall each sign an amendment to this Agreement confirming the extension of the County Facilities Operations Period.

ARTICLE 13.~~ARTICLE 13.~~ CLOSURE AND POST-CLOSURE; REMEDIATION

13.1 Contractor's Obligations.

After the Effective Date, Contractor shall be responsible for and have all Liabilities for any and all Remediation and Closure and Post Closure Obligations. Contractor shall, at all times, fully and promptly undertake, implement and discharge the Remediation and Closure and Post-Closure Obligations in accordance with Applicable Law and Prudent Solid Waste Management Practices.

Contractor expressly acknowledges and agrees that Contractor's Liabilities for Closure and Post-Closure Obligations and Remediation relate to, arise out of, and/or result from events, incidents, operations and items that occurred, in whole or in part, prior to and after the Execution Date.

13.2 Submission of Plans.

Contractor shall submit to County all proposed and all approved preliminary and final closure plans and post-closure plans, and any changes proposed by Contractor to any of those plans, at least 45 days prior to the time Contractor plans on submitting those plans or any proposed changes thereto to any applicable regulatory agency. Contractor shall reasonably consider any comments or suggestions made by County.

13.3 Closure.

After the exhaustion of all Permitted Disposal Capacity, Contractor shall cease receiving all Waste and materials at the Landfill except for appropriate cover materials, and shall implement Closure.

Notwithstanding the foregoing, Contractor accepts full responsibility and all Liabilities for the risk that a Government Authority could require Closure of the Landfill prior to exhausting the Permitted Disposal Capacity, and such event shall not be deemed a Force Majeure Event or trigger a Contractor Service Fee Adjustment. If the Landfill is required to cease accepting Waste before the expiration of the County Facilities Operations Period, Contractor shall provide for the Disposal of Waste from the County and Committed Cities at an alternative landfill, in accordance with Section 4.14.

Contractor shall complete Closure in accordance with the approved closure plans and Applicable Law and shall obtain written certification of the completion of Closure by all applicable Governmental Authorities.

13.4 Post-Closure.

Upon completion of Closure, Contractor shall implement Post-Closure maintenance and monitoring and all other required Post-Closure activities in accordance with the approved Post-Closure plan and Applicable Law. Contractor shall continue to implement all Post-Closure maintenance and monitoring and all other required Post-Closure activities in accordance with the approved Post-Closure plan and Applicable Law until the Post-Closure Date.

13.5 Financial Assurances.

Contractor shall be responsible at all times for obtaining and providing adequate Financial Assurances as required by Applicable Law. Contractor shall post Financial Assurances for Corrective Action, Closure and Post-Closure, and Operating Liability naming Cal Recycle and the RWQCB as beneficiaries, using a Letter of Credit or Performance/Surety Bond at Contractor's option, in substantially the same form and content as Exhibit D attached hereto. The County shall be named as a third-party beneficiary on the Letter of Credit or Performance/Surety Bond, to the extent this is permissible under Applicable Law. Until the Post-Closure Date, Contractor shall maintain Financial Assurances with CalRecycle in a total amount that is no less than fifteen times the annual Post-Closure maintenance estimate then approved by Cal Recycle.

13.6 County's Covenant Regarding Closure and Post-Closure Land Uses.

A. Upon the Closure Commencement Date, the County shall not: (a) allow additional Waste to be Disposed of on the Landfill without first releasing Contractor from its Closure and Post-Closure Obligations for the Landfill; or (b) conduct any activities on or under the Landfill or in any way disturb the surface or subsurface of the Landfill, including its cap. Without limiting the generality of the foregoing, the County covenants at all times after the Closure of the Landfill to maintain the Landfill footprint as non-irrigated open space, and not to (a) create or place or allow the creation or placement of any structures, roads, water or utility lines on the Landfill, or (b) conduct any earth movement or grading on the Landfill unless required to do so for Closure, Post-Closure or Remediation by a Governmental Authority or (c) in any way damage, disturb, alter or affect the Landfill cover system and other environmental control features used in or for the Closure or Post-Closure maintenance of the Landfill unless required to do so for Closure, Post-Closure or Remediation by a Governmental Authority or as a result of a Third Party Environmental Claim.

B. The County's covenants in this Agreement shall bind the County's successors and assigns, any subsequent owners of any interest in all or any portion of the Landfill, and shall run with the Landfill. These covenants by County shall survive termination of this Agreement, and shall be enforceable by Contractor by means of injunctive relief and/or specific performance. County agrees not to convey any interest in the Landfill Land without notifying the subsequent owner of such interest of the County's covenants in this Section. Within twenty (20) days of Contractor's request, which Contractor may make at any time, County shall promptly execute and record with Sonoma County Recorder a Restrictive Covenant in the form of Exhibit V hereto to provide subsequent owners of any interest in the Landfill footprint portion of the Landfill Land of the County's covenant in this Section.

C. The County's obligations in this Section are a material inducement for the Contractor's Indemnities, Release, Covenant Not to Sue and other obligations in Article 15 of this Agreement.

D. County may allow additional Waste to be Disposed of at the Landfill, but only by fully and permanently releasing Contractor from its Closure and Post-Closure Obligations, and any and all Remediation and Financial Assurances obligations in a writing duly executed by the

County. Before allowing additional Waste to be Disposed of on the Landfill Land, the County shall obtain the full release by Cal Recycle and any other applicable Governmental Authority of any remaining Financial Assurances posted by Contractor for the Closure and/or Post-Closure and Corrective Action. Should County allow additional Waste to be Disposed of on the Landfill Land in violation of this Section 13.6, Contractor shall be released from its Closure and Post-Closure Obligations and any and all Remediation and Financial Assurances obligations.

13.7 County Use of Landfill Land During Closure and Post-Closure.

Subject to Section 13.6A above, during Closure and Post-Closure County shall be able to use all portions of the Landfill Land for whatever purposes the County elects provided such purpose does not adversely impact Contractor's Closure and Post-Closure Obligations.

ARTICLE 14.~~ARTICLE 14.~~ RISK ALLOCATION

14.1 Security.

At all times during the Committed Waste Period, the County Facilities Operations Period and through the first 15 years of Post-Closure, Contractor shall keep and maintain a Security Letter of Credit naming County as beneficiary in the initial amount of \$3,000,000 and in the form set forth in Exhibit W. The amount of the Security Letter of Credit shall be increased by the same percentage increase in the annual estimates for Financial Assurances. The County may draw upon the Security Letter of Credit in the event Contractor defaults in its performance of its obligations under this Agreement, and fails to cure such default within the time period provided for in this Agreement, and then only to the extent of the County's provable, actual damages proximately caused by Contractor's default. The County's draw on the Security Letter of Credit shall be subject to the Dispute Resolution Provisions of this Agreement.

14.2 Insurance.

Contractor, at Contractor's sole cost and expense, shall procure from an insurance company or companies admitted to do business in the State of California and subject to the regulation of the California Insurance Commissioner and shall maintain in force at all times during the Term the types and amounts of insurance against Losses which may arise from or in connection with the performance of the work hereunder by Contractor or any member of the Contractor Parties set forth in Exhibit X. The maintenance of claims made against any insurance required of Contractor shall not be considered a waiver by County of any claim, rights or remedies the County may have against Contractor.

Contractor shall promptly notify the County of any Claims or Losses covered or potentially covered by any of the following policies. This report shall include the name and address of all claimants, the nature of the Loss, the date the Loss arose, the amount of the Loss (if known), and the identity of the insurance carriers that Contractor has notified of the claim.

14.3 Corporate Guaranty.

As a condition precedent to the effectiveness of this Agreement, Contractor's parent company, Republic Services, Inc., shall duly authorize, execute and deliver to the County the Corporate Guaranty attached hereto as Exhibit C.

14.4 Assignment of Claims.

As of the Effective Date, and continuing throughout the Term, County shall and hereby does assign to Contractor, without any condition or limitation, the Assigned Environmental Claims; provided, however that County shall be entitled to: (a) receive from Contractor the first \$240,000 in recovery, net of legal fees and other costs and expert fees reasonably incurred in pursuing such Claims, received by Contractor as a result of pursuing or settling any such Assigned Environmental Claims; and (b) provide such further conditions for the initiation and settlement of such litigation as may be agreed to by the parties through their counsel in a separate written agreement.

14.5 Assumed Liabilities.

Subject to the terms and conditions set forth herein, upon the Effective Date of this Agreement, Contractor shall assume and retain, without additional cost or expense to the County, all Liabilities and Losses of any kind or nature whatsoever related to, arising from or associated with any of the following items set forth in this Section (collectively, “Assumed Liabilities”) and are assumed and retained by Contractor irrespective of the cause thereof or any fault by the County, a Committed City, a Third Party or any other Entity related thereto; provided, however, that the Assumed Liabilities shall not include any of the Excluded Liabilities described below and the Assumed Liabilities shall not apply to any Losses, Liabilities or Claims, including Third Party Environmental Claims, associated with the Household Hazardous Waste Facility or the Compost Facility, Future Compost Facility or any other composting operation on the Landfill Land, unless and until the Contractor assumes operation of the Household Hazardous Waste Facility and/or the Compost Facility or Future Compost Facility consistent with the terms of this Agreement. The Assumed Liabilities are as follows:

(i) Indemnification Obligations. Payment and performance of all of Contractor’s obligations under Article 15.

(ii) Landfill Liabilities:

(a) ~~(a)~~ Landfill Liabilities other than Environmental Conditions, Remediation and Closure and Post-Closure Obligations. Contractor shall assume all Liabilities and Losses related to the ownership, possession, use or operation of the Landfill arising on or after the Effective Date, including those arising out of any: (i) work determined necessary or desirable by Contractor; (ii) the ownership, operation, use or possession of any equipment, structures, fixtures, surface impoundments or any other facility used for operation of the Landfill, including the treatment, storage, handling or Disposal of Hazardous Substances, Leachate and/or Landfill Gas; (iii) all operations conducted at or associated with the Landfill or the business conducted on the Landfill; (iv) compliance with the Permits and Applicable Law including Financial Assurance; and (v) taxes (including property, business and income taxes).

(b) ~~(b)~~ Landfill Liabilities for Environmental Conditions, Remediation and Closure and Post-Closure Obligations. Contractor shall assume all Liabilities and Losses related to Environmental Conditions, Remediation, or Closure and Post-Closure Obligations arising before, during or after the Effective Date. Notwithstanding the foregoing, Contractor shall not assume Liabilities or Losses related to the County’s past costs or expenses for Environmental Conditions, Remediation or Closure and Post-Closure Obligations.

(iii) Contributor and Arranger Liability of County and Committed Cities. Any and all Claims, Liabilities and Losses of the County and the Committed Cities arising out of any past, current or future contribution of Waste to the Landfill, including any alleged “arranger” liability under CERCLA, and including the defense and indemnity of the County and Committed Cities against any claims filed by Third Parties or filed against Committed Cities as a result of any litigation instituted by Contractor which seeks recovery for any of the indemnified claims set forth in Section 15.1.

(iv) Transfer Station and Materials Recovery Facility Liabilities. Although County will be retaining ownership of the Transfer Stations and Materials Recovery Facility, Contractor shall assume all Liabilities and Losses related to ownership, possession, use and operation of the Transfer Stations and Materials Recovery Facility during the Committed Waste Period and any County Facilities Operations Period including for any (i) Environmental Conditions; (ii) transportation of Waste and other materials as provided for in this Agreement; (iii) work (including work to address Environmental Conditions) determined necessary or desirable by Contractor or as the result of a Third Party Environmental Claim; (iv) the ownership, operation, use or possession of any equipment, structures, fixtures, surface impoundments or any other facility used for operation of the Transfer Facilities or Materials Recovery Facility, including the treatment, storage, handling or Disposal of Hazardous Substances, leachate and/or landfill gas; (v) all operations conducted at or associated with the Transfer Facilities or Materials Recovery Facility or the business conducted at the Transfer Facilities or Materials Recovery Facility; and (vi) compliance with the Permits and Applicable Law. Notwithstanding the foregoing, Assumed Liabilities shall not include (1) Liabilities under this Subsection to the extent arising out of or caused by any Closed County Landfill, including any leachate, landfill gas or Hazardous Substances at or released or migrating from any Closed County Landfill, or (2), unless otherwise agreed in a writing subsequently signed by both parties hereto, Liabilities relating to the Compost Facility, Future Compost Facility, any other composting operation on the Landfill Land or the Household Hazardous Waste Facility.

(v) Compliance Liabilities. Any and all Liabilities arising out of or related to compliance with Applicable Law relating to Contractor's performance of this Agreement, including Financial Assurances. Notwithstanding the foregoing, Assumed Liabilities shall not include Losses or Liabilities to the extent arising out of or caused by (1) any Closed County Landfill, including any leachate, landfill gas or Hazardous Substances at or released or migrating from any Closed County Landfill or (2), unless otherwise agreed in a writing subsequently signed by both parties hereto, Losses or Liabilities relating to the Compost Facility, Future Compost Facility, any other composting operation on the Landfill Land or Household Hazardous Waste Facility.

(vi) Permits. Except as provided otherwise in this Agreement for Waste Discharge Requirements for the Landfill, from and after the Effective Date, the obligations to process, obtain approval of and satisfy any applicable conditions relating to any existing Permit, pending Permit applications, new Permits or any amendments, modifications, extensions or renewals of any existing Permits, in each case relating to the Land. Notwithstanding the foregoing, Assumed Liabilities shall not include Liabilities under this Subsection to the extent arising out of or caused by (1) any Closed County Landfill, including any leachate, landfill gas or Hazardous Substances at or released or migrating from any Closed County Landfill or (2), unless otherwise agreed in a writing subsequently signed by both parties hereto, Liabilities relating to the Compost Facility, Future Compost Facility, any other composting operation on the Landfill Land or Household Hazardous Waste Facility.

(vii) Contractual Liabilities. Liabilities of Contractor under the Waste Delivery Agreements- and the Assigned Contracts described in Exhibit A arising or accruing from and after the Effective Date. Notwithstanding the foregoing, Assumed Liabilities shall not include liabilities under this Subsection to the extent arising out of or caused by any Closed County

Landfill, including any leachate, landfill gas or Hazardous Substances at or released or migrating from any Closed County Landfill.

(viii) Changes in Assumed Liabilities. Any modification, increase, alteration or change in the Assumed Liabilities after the Effective Date for any reason, including modifications, increases, alterations or changes arising out of, related to or caused by any Change in Law, a Force Majeure Event or a change in Permit requirements or obligations; provided, however, that the foregoing shall not diminish any rights that Contractor has under this Agreement in the event of a Change in Law or a Force Majeure Event.

(ix) Third Party Environmental Claims.

(1) ~~(1)~~ All Liabilities and Losses for Third Party Environmental Claims with respect to the Landfill arising out of or relating to the Landfill regardless of whether such Environmental Claims are based on facts, occurrences or conditions that took place or existed prior to, upon or after the Effective Date; provided, however, that in this context “Third Party Environmental Claims” shall not include Claims by Governmental Authorities seeking fines or civil penalties for facts or events occurring prior to the Effective Date.

(2) ~~(2)~~ All Liabilities and Losses for Third Party Environmental Claims with respect to the Transfer Stations and/or Materials Recovery Facility arising out of or relating to the Transfer Stations and/or the Materials Recovery Facility, but only with respect to such Claims that are based on facts, occurrences or conditions that took place after the Effective Date and during the Committed Waste Period and the County Facilities Operations Period. Notwithstanding the foregoing, Contractor will accept all Liabilities and Losses for Claims related to storm water permits or practices with respect to the Transfer Stations and/or Materials Recovery Facility filed on or after the Effective Date and during the Committed Waste Period or County Facilities Operations Period even though the claims may relate to activities prior to the Effective Date, but excluding those operations by other operators which are listed in Section 4.2(B) of the Agreement.

(x) Third Party Claims. All Liabilities and Losses for Third Party Claims arising from Contractor’s operations of the County Facilities under this Agreement except as expressly excluded under Excluded Liabilities.

(xi) Other Specified Liabilities. All other Liabilities and Losses expressly allocated to Contractor in this Agreement.

14.6 Excluded Liabilities.

Except as explicitly and expressly set forth in this Agreement, Contractor shall not, by the execution and performance of this Agreement or otherwise (including under theories of successor liability), assume, become responsible for or incur any Liabilities, Losses or Claims of any nature or be responsible for any claims whatsoever arising, or relating to events occurring, on or prior to the Effective Date, whether legal or equitable or matured or contingent including but not limited to: (i) any obligation to reimburse the County for expenditures made by the

County or other Entity or expenditures which accrued and were payable under contract (or would have been payable if billed) but were unpaid prior to the Effective Date on account of any of the Assumed Liabilities; and (ii) any Excluded Liabilities as set forth in this Section and in Section 15.5. “Excluded Liabilities” means:

(i) any Liabilities or Losses under (A) any employment, severance, retention or termination agreement with any employee of County, or (B) any collective bargaining agreement covering any employee of County, or (C) under any employee benefit plans maintained by, or contributed to, by County, or (D) relating to payroll, vacation, sick leave, workers’ compensation, unemployment benefits, pension benefits, retirement benefits, health care plans or benefits or any other employee plans, programs or benefits of any kind for employees or former employees of County;

(ii) any Liabilities or Losses arising out of or relating to any employee grievance, whether or not the affected employees are hired by Contractor, relating to events occurring on or prior to the Effective Date;

(iii) any Liabilities or Losses resulting from County’s failure to comply with any Applicable Laws relating to the layoff or termination by County of County employees;

(iv) any Liabilities or Losses for contract damages (including quantum meruit), indemnity or equitable relief based on the breach or default by the County prior to the Effective Date under a contract (including an Assigned Contract) related to the Land or the County Facilities;

(v) any Third Party Claim for tort damages, personal injury and/or property damage which is caused by the County and/or directly arising out of the Land or the County Facilities prior to the Effective Date;

(vi) any amounts owing to Third Parties under contract with the County that have accrued as of the Effective Date;

(vii) any Liabilities or Losses arising out of disposal by the County or Third Parties of the County’s Waste, Hazardous Substances, Household Hazardous Waste and Unpermitted Material prior to the Effective Date to facilities other than the Landfill, Vasco Road Landfill, or Keller Landfill (including the transportation and conveyance to such other facilities);

(viii) any Liabilities or Losses relating to the nonpayment by the County of permit fees to the Board of Equalization, LEA, RWQCB and applicable Air Quality Management District relating to the County Facilities for the period prior to Effective Date;

(ix) in the event the County does not exercise its option in Article 7 to have Contractor control the Compost Facility or Future Compost Facility and/or any composting operations on the Landfill Land and/or the Household Hazardous Facility on the Landfill Land, and Contractor does not agree in writing to assume responsibility for such operations, then Excluded Liabilities shall include any Liabilities, Losses or Claims arising from or relating to: (a) the presence or operation of the Compost Facility, Future Compost Facility and any other composting operation on the Landfill Land and the Household Hazardous Waste Facility, and (b)

any agreements between the County, the Waste Management Agency and/or the operators of the Compost Facility, relating to any composting operation on the Landfill Land, and/or the Household Hazardous Waste Facility;

(x) in the event the County does not exercise its option in Article 7 to have Contractor control the Compost Facility or Future Compost Facility and/or any composting operations on the Landfill Land and/or the Household Hazardous Facility on the Landfill Land, and Contractor does not agree in writing to assume responsibility for such operations, then Excluded Liabilities shall also include any Liabilities, Losses or Claims arising from or relating to: the Compost Facility, Future Compost Facility, any composting operations on the Landfill Land, and/or the Household Hazardous Waste Facility, and including without limiting the generality of the foregoing, any groundwater contamination, surface water contamination, subsurface migration, odors, disease vectors, nuisance vectors, trespass and/or nuisance claims, notice of permit violation, notice to comply, or violations of Applicable Law relating to any of the foregoing facilities or operations;

(xi) any Liabilities or Losses arising after the termination of Contractor's operation of the Transfer Stations and Materials Recovery Facility in accordance with the terms of this Agreement and relating to the presence of these Facilities or the operation of these Facilities by a Third Party, but excluding any work required to address Environmental Conditions arising from Contractor's operations;

(xii) any Liabilities or Losses arising from, relating to or connected with any of the Closed County Landfills or any Hazardous Substances, landfill gas or leachate in or from such Closed County Landfills;

(xiii) any Liabilities or Losses arising from, relating to or connected with the matters described in the Notice of Violations And Intent to File Suit under the Federal Water Pollution Control Act from the law firm of Lozeau Drury LLP to the County dated November 9, 2012, and any litigation arising therefrom, except to the extent specifically agreed to by Contractor in writing prior to the Effective Date;

(xiv) any Liabilities or Losses arising from, relating to or connected with any abandoned, removed or leaking underground fuel storage tanks at the Guerneville, Annapolis, Healdsburg and Sonoma Transfer Stations;

(xv) any Liabilities or Losses arising from, relating to or connected with the operations by the County or by Third Parties of the Guerneville Maintenance Site and the Reuse and Recycling Operations at Sonoma Transfer Station; and

(xvi) All other Liabilities or Losses expressly allocated to County and/or the Committed Cities in this Agreement.

~~ARTICLE 15.~~ ARTICLE 15. INDEMNIFICATION AND RELEASE

15.1 Indemnification by Contractor.

Contractor shall indemnify, defend and hold the County and the Committed Cities, and each of them, harmless from and against all Liabilities and Losses that arise out of, result from or relate to any of the following (“Indemnified Claims”):

- (a) Any material breach or material default under this Agreement by Contractor;
- (b) Any material breach of any of the representations or warranties made by Contractor in this Agreement;
- (c) Any and all Assumed Liabilities (but excluding Excluded Liabilities), including the failure of Contractor to pay, perform, satisfy or otherwise discharge in full when due the Assumed Liabilities;
- (d) The use, exploration, production, recovery, sale, transfer and/or distribution of Landfill Gas (and any byproducts or end products thereof, including electricity) from and after the Effective Date and during the Term;
- (e) Any Claim, arising therefrom, by a partner, officer, shareholder, director or other Entity deriving its rights by or through the Contractor or any member of the Contractor Parties and challenging this Agreement;
- (f) The past, present and future acceptance, disposal, treatment, processing or sorting by Contractor of any Waste and other materials at or in any facility other than the County Facilities;
- (g) The screening by Contractor of any Waste and other materials at or in any facility other than the County Facilities (including facilities located outside of the County) during the Term;
- (h) Any Claim (a) asserted by a Third Party arising out of, related to or resulting from the Land or the County Facilities (other than Excluded Liabilities and those Claims expressly covered by the County’s indemnities), and (b) where such Third Party Claim is a result of, related to or arises from Contractor’s actions to pursue an Entity for: (i) any Indemnified Claim; or (ii) any Assigned Environmental Claim; and
- (i) Any Claim seeking to set aside the County’s approval of this Agreement.

Notwithstanding the foregoing or any other provision of this Agreement, Contractor is hereby assigned and shall retain and have the right and ability (but not the obligation) to pursue any or all Third Parties for any Indemnified Claims. Furthermore, nothing in this Section or this Agreement shall be construed to impose any defense or indemnity obligation or any other form of liability on Contractor, its subcontractors or any member of the Contractor Parties or their

successors and assigns in any way whatsoever relating to, arising from or connected with the Closed County Landfills.

Nothing in this indemnity shall be construed to create any duty or include any obligation of Contractor to defend, hold harmless or indemnify the County, any Committed City or any other Entity from any Liabilities, Losses or Claims arising from or relating to: the Compost Facility, Future Compost Facility, any composting operations on Landfill Land, and/or the Household Hazardous Waste Facility, and including without limiting the generality of the foregoing, any groundwater contamination, surface water contamination, subsurface migration, odors, disease vectors, nuisance vectors, trespass and/or nuisance claims, notice of permit violation, notice to comply, or violations of Applicable Law relating to any of these facilities or operations.

15.2 Contractor's Release Of County Group And Committed Cities.

CONTRACTOR, FOR ITSELF AND ON BEHALF OF EACH OF ITS CONTRACTOR PARTIES, MEMBERS, SHAREHOLDERS, SUBSIDIARIES, AFFILIATES, AND EACH OF THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, DOES HEREBY RELEASE, HOLD HARMLESS AND FOREVER DISCHARGE THE COUNTY, EACH MEMBER OF THE COUNTY GROUP AND THE COMMITTED CITIES FROM ANY AND ALL LOSSES AND LIABILITIES, IN EACH CASE, OF ANY KIND OR CHARACTER, WHETHER KNOWN OR UNKNOWN, HIDDEN OR CONCEALED, TO THE PERSON OR PROPERTY OF CONTRACTOR, ITS CONTRACTOR PARTIES, SUCCESSORS AND ASSIGNS, RESULTING FROM OR ARISING OUT OF (1) ANY LOSSES COVERED BY CONTRACTOR'S INDEMNITIES SET FORTH IN THE CONTRACT DOCUMENTS, INCLUDING THE INDEMNITY SET FORTH IN SECTION 15.1; (2) THE PAST, PRESENT, CONTINUED AND FUTURE SCREENING, ACCEPTANCE, DISPOSAL, TREATMENT, SORTING, HANDLING AND PROCESSING BY THE CONTRACTOR GROUP OF WASTE OR OTHER MATERIAL (INCLUDING COMMITTED COUNTY WASTE, COMMITTED CITY WASTE AND SELF-HAUL WASTE) AT OR IN THE LANDFILL, EXCEPT FOR SCREENING, TREATMENT OR PROCESSING THAT OCCURRED AT RECYCLETOWN ON THE LANDFILL PRIOR TO THE EFFECTIVE DATE; (3) THE SCREENING, ACCEPTANCE, DISPOSAL, TREATMENT, SORTING, HANDLING AND PROCESSING OF WASTE OR OTHER MATERIAL (INCLUDING COMMITTED COUNTY WASTE, COMMITTED CITY WASTE AND SELF-HAUL WASTE) AT THE TRANSFER STATIONS OCCURRING DURING THE COMMITTED WASTE PERIOD AND ANY COUNTY FACILITIES OPERATING PERIOD; (4) THE DISPOSAL OF WASTE BY CONTRACTOR AFTER THE EFFECTIVE DATE COMING FROM THE COUNTY AT FACILITIES OTHER THAN THE COUNTY FACILITIES (INCLUDING FACILITIES LOCATED OUTSIDE OF THE COUNTY BUT EXCLUDING FACILITIES NOT OWNED OR OPERATED BY CONTRACTOR OR ITS PRIME SUBCONTRACTOR); (5) ANY REMEDIATION, CLOSURE AND POST-CLOSURE OBLIGATIONS OF CONTRACTOR SET FORTH IN THIS AGREEMENT; (6) ANY MATTER OR ITEM INCLUDED WITHIN THE ASSUMED LIABILITIES (BUT EXCLUDING ANY EXCLUDED LIABILITIES); (7) ANY ENVIRONMENTAL CONDITION AT THE TRANSFER STATIONS OCCURRING DURING THE COMMITTED WASTE PERIOD OR COUNTY FACILITIES OPERATIONS PERIOD; AND (8) ANY ENVIRONMENTAL CONDITION AT THE MATERIALS RECOVERY

FACILITY OCCURRING DURING THE COMMITTED WASTE PERIOD OR THE COUNTY FACILITIES OPERATING PERIOD.

CONTRACTOR HEREBY WAIVES ANY AND ALL RIGHTS AND BENEFITS THAT IT NOW HAS, OR IN THE FUTURE MAY HAVE CONFERRED UPON IT BY VIRTUE OF THE PROVISIONS OF SECTION 1542 OF THE CIVIL CODE OF THE STATE OF CALIFORNIA (OR ANY OTHER STATUTE OR COMMON LAW PRINCIPLES OF SIMILAR EFFECT), WHICH PROVIDES AS FOLLOWS:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

IN THIS CONNECTION, CONTRACTOR HEREBY AGREES, REPRESENTS, AND WARRANTS THAT IT REALIZES AND ACKNOWLEDGES THAT FACTUAL MATTERS NOW UNKNOWN TO IT MAY HAVE GIVEN OR MAY HEREAFTER GIVE RISE TO CLAIMS THAT ARE PRESENTLY UNKNOWN, UNANTICIPATED AND UNSUSPECTED, AND IT FURTHER AGREES, REPRESENTS, AND WARRANTS THAT THIS RELEASE HAS BEEN NEGOTIATED AND AGREED UPON IN LIGHT OF THAT REALIZATION AND IT NEVERTHELESS HEREBY INTENDS TO RELEASE THE COUNTY, THE OTHER MEMBERS OF THE COUNTY GROUP AND THE COMMITTED CITIES FROM THE LOSSES AND MATTERS DESCRIBED IN THIS SECTION 15.2.

NOTWITHSTANDING THE PROVISIONS OF THIS SECTION 15.2, THIS RELEASE SHALL NOT RELEASE THE COUNTY OR ANY MEMBER OF THE COUNTY GROUP FROM ANY OBLIGATIONS IT MAY HAVE UNDER THIS AGREEMENT, INCLUDING THE COUNTY'S INDEMNITY OBLIGATIONS.

Contractor's Initials _____

Notwithstanding the foregoing, the release set forth herein shall not preclude Contractor from, and Contractor hereby expressly reserves its right to, pursue all Third Parties for any matter covered by the release set forth in this Section 15.2, subject to its obligations to indemnify the County and Committed Cities from any Claim, Liabilities or Losses arising therefrom as described in Section 15.1 (h).

15.3 Covenant Not to Sue.

(a) It is expressly intended that neither Contractor, nor any Entity claiming through Contractor or any of the Contractor Parties, shall have any rights or Claims against the County, any other member of the County Group and/or any of the Committed Cities for any matter with respect to which Contractor has Assumed Liabilities (but excluding Any Excluded Liabilities) under this Agreement, provided indemnification under this Agreement, including Section 15.1, or a release under this Agreement, including Section 15.2.

Notwithstanding the foregoing, Contractor is not assuming any Liabilities or obligations for any matter covered by the County's indemnities.

(b) Contractor, for itself and on behalf of each of the other Contractor Parties, does hereby covenant forever and unconditionally not to make any Claim or take any Action against the County, any other member of the County Group and/or any of the Committed Cities for any Loss arising out of or relating to (i) any Assumed Liabilities (but excluding Any Excluded Liabilities); (ii) any other matter with respect to which Contractor has provided indemnification under this Agreement, including Section 15.1, or a release under this Agreement, including Section 15.2; and (iii) facilities other than the County Facilities at which Contractor disposes of Waste from the County, but excluding the Compost Facility, the Future Compost Facility, any other composting operation on the Land and the Household Hazardous Waste Facility.

The foregoing covenant not to sue shall not apply to any matter covered by the County's indemnities.

15.4 Cities Covered Under Indemnity and Release.

The Committed Cities shall be forever included and covered by the provisions of Section 15.1, Section 15.2 and Section 15.3 in the same manner as is the County and as if specifically listed therein. The Committed Cities shall be express third party beneficiaries under Article 15 and shall be entitled to enforce the obligations of, and its rights and remedies against, Contractor.

15.5 Exceptions to Scope of Contractor's Indemnity, Release and Covenant Not To Sue.

~~A.~~A. Compost Facility and Composting Operations at Landfill Land.

Unless Contractor agrees to assume operation of the Compost Facility or Future Compost Facility as provided in Article 7 of this Agreement, Contractor shall have no obligation to defend, hold harmless or indemnify the County Group or the Committed Cities for any Liabilities, Losses, Claims or Environmental Conditions that Contractor proves by a preponderance of evidence were or are caused by the presence or operation of any Compost Facility, the Future Compost Facility, or other composting operation on the Landfill Land that may occur from and after the Effective Date, and Contractor's release and covenant not to sue shall not apply to any such Claims or Environmental Conditions. Without limiting the foregoing and by way of example only, such post-Effective Date Environmental Conditions may include vehicle fuel or lubricant spills, contamination of or failure to control surface water run-off from composting operations, air emissions from composting operations, composting odors, nuisance claims, and aspergillum or other biological contamination of water or air caused by the composting of Organics and/or Food Waste, permit violations, notices to comply, or violations of Applicable law; provided, however, that under all circumstances Contractor's indemnity, release and covenant not to sue shall apply to any Leachate or Landfill Gas generated by the Landfill or Landfill operations.

~~B.~~B. Household Hazardous Waste Facility at Landfill Land.

Unless Contractor assumes operation of the Household Hazardous Waste Facility as provided in Article 7 of this Agreement Contractor shall have no obligation to defend, hold harmless or indemnify the County Group or the Committed Cities for any Liabilities, Losses, Claims or Environmental Conditions that Contractor proves by a preponderance of evidence were or are caused by the presence or operation of the Household Hazardous Waste Facility at

the Landfill Land, and Contractor's release and covenant not to sue shall not apply to any such Claims or Environmental Conditions.

C.C. Central Transfer Station and MRF Operations.

Notwithstanding any other provision in this Agreement, Contractor shall have no obligation to defend, hold harmless or indemnify the County Group or the Committed Cities for any Claims or Environmental Conditions that Contractor proves by a preponderance of evidence were caused by the presence or operation of the Central Transfer Station and Materials Recovery Facility at the Landfill Land by any other Entity from and after the termination of Contractor's operation of these facilities, and Contractor's release and covenant not to sue shall not apply to any such Claims or Environmental Conditions.

15.6 County Indemnity.

A. To the extent arising out of, resulting from or relating to the Closed County Landfills, the County shall indemnify, defend and hold the Contractor, its subcontractors and the Contractor Parties harmless from and against all Claims, Losses or Liabilities which arise out of, result from or relate to: (i) remediation arising out of the presence or existence of Hazardous Substances, pollutants, contamination, leachate and/or landfill gas introduced into, on, over, about or from the Closed County Landfills or the soil, surface water, water runoff, stormwater runoff and/or groundwater at or adjacent to the Closed County Landfills, including any migration thereof through soil, surface water, water runoff, stormwater runoff and/or groundwater; and (ii) remediation, clean-up, closure and post-closure obligations for the Closed County Landfills, including the funding and amounts related thereto. This Section 15.6A shall not apply to any Losses or Liabilities to the extent arising out of or relating to any negligence, recklessness, willful misconduct, fault, breach of contract, breach of the requirements of this Agreement, violation of Applicable Law or non-compliance with any Permit by Contractor or any other member of the Contractor Parties that is applicable to Contractor's performance of this Agreement.

B. County agrees that it will indemnify, defend (as to Third Party Claims and Third Party Environmental Claims), protect and hold harmless Contractor, its Affiliates and their respective partners, officers, directors, managers, members, divisions, subdivisions, agents, employees, successors and assigns at all times from and after the Effective Date from and against all Losses that arise as a result of or incident to: (a) any breach or material misrepresentation in the representations and warranties by the County set forth in this Agreement or in any other document delivered pursuant to this Agreement; (b) nonfulfillment or nonperformance of any agreement, covenant or condition on the part of the County made in this Agreement or in any other document delivered pursuant to this Agreement; and (c) any Excluded Liabilities.

C. In addition, in the event the County and Contractor do not reach agreement as described in Article 7 to have Contractor control composting operations and/or the Household Hazardous Facility operations on the Landfill Land, then County shall indemnify, defend and hold the Contractor, its subcontractors and the Contractor Parties harmless from and against all Liabilities, Losses and Claims which arise out of, result from or relate to the Compost Facility, Future Compost Facility, and any other composting operation at the Landfill Land, and/or the Household Hazardous Waste Facility except where these facilities are operated by Contractor

pursuant to a written agreement between County and Contractor; provided, however, that the County's defense and indemnity obligation shall not extend to Environmental Conditions or any other Claims, Liabilities or Loss arising from the Landfill.

15.7 Payments.

All amounts which Contractor is required to pay to the County or the Committed Cities described in this Article 15 on account of any Indemnified Claim shall be remitted to the County or such Committed Cities, as applicable, within 30 days after Contractor's receipt of reasonable documentation of the incurrence by the County or such Cities, as applicable, of such Losses. All amounts which the County is required to pay to Contractor under Section 15.5 on account of any Losses described therein shall be remitted to Contractor within 30 days after the County's receipt of reasonable documentation of the incurrence by Contractor of such Losses. In the case of all payments described in this Section, such amount shall bear interest at 7% interest per year until paid from the date due until fully paid.

15.8 County Notice of Claim.

Subject to the terms of this Agreement and upon obtaining actual knowledge of a Claim for which it is entitled to indemnity under this Article 15, the County (for Indemnified Claims affecting the County) and the applicable Committed Cities (for Indemnified Claims affecting such Committed Cities) shall promptly notify Contractor in writing of any Indemnified Claim which the County or the Committed Cities, as applicable, have determined has given or could give rise to a claim under Section 15.1 (the written notice is referred to as a "Notice of Claim"). A Notice of Claim shall specify, in reasonable detail, the facts known to the County or such Committed Cities, as applicable, regarding the Indemnified Claim. Notwithstanding the foregoing, the failure to provide (or timely provide) a Notice of Claim shall not affect the rights to indemnification of the County or such Committed Cities. Further, Contractor shall begin defending the County and the Committed Cities immediately upon receipt of the relevant Notice of Claim, at Contractor's cost and expense and with counsel reasonably acceptable to the County.

15.9 Contractor Notice of Claim.

Subject to the terms of this Agreement and upon obtaining actual knowledge of a claim for which it is or could be entitled to indemnity under this Article 15, Contractor shall provide written notice to the County of such claim in a manner (and with such accompanying materials) (the written notice under this Section is referred to as a "Contractor Notice of Claim"). A Contractor Notice of Claim shall specify, in reasonable detail, the facts known to Contractor regarding the indemnified claim. Notwithstanding the foregoing, the failure to provide (or timely provide) a Contractor Notice of Claim shall not affect the rights to indemnification of Contractor. Further, the County shall begin defending Contractor immediately upon receipt of the relevant Contractor Notice of Claim, at the County's sole cost and expense and with counsel reasonably acceptable to Contractor.

15.10 County's Reserved Rights.

Nothing contained in this Article 15 or elsewhere in this Agreement shall limit, modify, diminish or reduce the rights, Claims, Actions and remedies that the County has or may have against any City in connection with the County Facilities, any Closed Landfill or otherwise, all of which rights, Claims, Actions and remedies are hereby expressly reserved, except to the extent the County has expressly assigned such claims to Contractor pursuant to this Agreement.

15.11 Survival.

This Article 15 shall survive the termination or expiration of: (a) this Agreement; and (b) the County's commitment of Committed County Waste under Article 10.

15.12 Intent.

The foregoing indemnities are intended to operate as an agreement pursuant to Section 107(e) of CERCLA, 42 U.S.C. Section 9607(e), the California Health and Safety Code Section 25364, and any other Environmental Laws, to defend, insure, protect, hold harmless and indemnify the County and Committed Cities from liability and Loss.

ARTICLE 16.~~ARTICLE 16.~~ BREACH, DEFAULT AND REMEDIES

16.1 Events Of Breach.

The happening of any one of the following events shall constitute a Contractor Default:

A. Bankruptcy, Insolvency, Liquidation.

1. ~~(1)~~ Contractor, or Guarantor, shall take the benefit of any present or future insolvency statute, or shall make a general assignment for the benefit of creditors, or file a voluntary petition in bankruptcy (court) or a petition or answer seeking an arrangement for its reorganization or the readjustment of its indebtedness under the Federal bankruptcy laws or under any other law or statute of the United States or any state thereof, or consent to the appointment of a receiver, trustee or liquidator of all or substantially all of its property; or

2. ~~(2)~~ By order of decree of a Court, Contractor, or Guarantor, shall be adjudged bankrupt or an order shall be made approving a petition filed by any of its creditors or by any of the stockholders of the Contractor, seeking its reorganization or the readjustment of its indebtedness under the Federal bankruptcy laws or under any law or statute of the United States or of any state thereof, provided that if any such judgment or order is stayed or vacated within sixty (60) calendar days after the entry thereof, any notice of default shall be and become null, void and of no effect, unless such stayed judgment or order is reinstated in which case, said default shall be deemed immediate; or

3. ~~(3)~~ By, or pursuant to, or under the authority of any legislative act, resolution or rule or any order or decree of any Court or governmental board, agency or officer having jurisdiction, a receiver, trustee or liquidator shall take possession or control of all or substantially all of the property of Contractor, and such possession or control shall continue in effect for a period of sixty (60) calendar days.

B. Cessation of Services.

Contractor ceases to provide the services and obligations as required under this Agreement, except for Financial Assurances for a period of four (4) consecutive weekdays, excluding Holidays, or more, for any reason within its control, but excluding a Force Majeure Event.

C. Other Defaults.

Contractor has defaulted, by failing or refusing to perform or observe any other terms, conditions or covenants in this Agreement which is not specifically identified above and said default is not cured within thirty (30) days of notice from the County, provided that if the nature of the breach is such that it can be cured but will reasonably require more than thirty (30) days to cure, Contractor shall not be in default so long as Contractor promptly commences to cure such breach and diligently proceeds to complete same.

D. Repeated Breaches and Cures.

Notwithstanding the foregoing and as supplemental and additional means of termination of this Agreement under this Article, in the event that Contractor's record of performance shows that Contractor has frequently, regularly or repetitively defaulted in the performance of any of the covenants and conditions required herein to be kept and performed by Contractor regardless of whether Contractor has corrected each individual condition of default, the County in its sole discretion determines that Contractor shall be deemed a "habitual violator", in which case Contractor shall be deemed to have waived the right to any further notice of grace period to correct, and all of said default shall be considered cumulative and collectively shall constitute an irredeemable default. The County shall thereupon issue Contractor a final warning citing the circumstances therefore, and any single default by Contractor of whatever nature, subsequent to the occurrence of the last of said cumulative defaults, shall be grounds for immediate termination of this Agreement or other County remedies as provided in Section 16.2. In the event of any such subsequent default, the County may terminate this Agreement upon giving of final written notice to Contractor. Immediately upon the specified date in such final notice Contractor shall proceed to cease any further performance under this Agreement.

16.2 County Remedies.

A. Remedies Cumulative; Equitable Remedies.

In addition to the monetary damages specified in this Section 16.2, Contractor acknowledges that County's remedy of damages for a breach hereof by Contractor may be inadequate for reasons including: the urgency of timely, continuous and high quality waste management service hereunder, including operations of the County Facilities and disposal of Waste that constitute a threat to public health; and County's reliance on Contractor's technical waste management expertise. Consequently, County shall also be entitled to all available equitable remedies, including specific performance and injunctive relief.

B. Additional Remedies.

In addition to equitable remedies, in the event of an uncured Contractor default County may terminate this Agreement and pursue all monetary damages suffered by County arising from Contractor's breach of this Agreement, to be proven by County and determined in accordance with Applicable Law, as follows:

1. ~~1.~~ Compensatory Damages.

Upon a Contractor Default, and subject to Contractor's rights to cure certain defaults as provided herein, the County shall have the right to recover any monetary damages to County, as determined in accordance with Applicable Law and subject to the County's obligation to mitigate its damages, including but not limited to the following:

(a) Incremental Operations Costs:

The incrementally greater direct costs for operations of the County Facilities.

(b) Incremental Disposal Costs:

The incrementally greater direct and indirect costs for transport and disposal of Waste at an alternative disposal facility, as compared to the then-current compensation payable to Contractor for disposal at the Landfill, plus the costs of transportation to such other facility(ies).

(c) Consequential Fines:

Any consequential fines and penalties assessed on County, including by CalRecycle, directly resulting from the failure of Contractor to meet a material obligation hereunder.

(d) Other Damages:

Any other damages incurred by County, including without limitation, loss of future County Concession Payments, and unfunded Closure and Post-Closure Costs, all as determined in accordance with Applicable Law.

2. ~~2.~~ **Liquidated Damages.**

County finds, and Contractor agrees, that as of the time of the execution of this Agreement, it is impractical, if not impossible, to reasonably ascertain the extent of damages which shall be incurred by County and the Committed Cities as a result of breach by Contractor of its obligations hereunder. The factors relating to the impracticality of ascertaining damages include, but are not limited to, the fact that: (1) substantial damage results to members of the public who are denied services or denied quality or reliable service; (2) such breaches cause inconvenience, anxiety, frustration, and deprivation of the benefits of the Agreement to individual members of the general public for whose benefit this Agreement exists, in subjective ways and in varying degrees of intensity that are incapable of measurement in precise monetary terms; (3) that services might be available at substantially lower costs than alternative services and the monetary loss resulting from denial of services or denial of quality or reliable services is impossible to calculate in precise monetary terms; and (4) the termination of this Agreement for such breaches, and other remedies are, at best, a means of future correction and not remedies which make the public whole for past breaches. Liquidated damages assessed by County pursuant to the following provisions of the Agreement shall be the County's sole and exclusive remedy for Contractor's breach of its obligations hereunder.

Service Performance Standards; Liquidated Damages for Failure to Meet Standards. The parties acknowledge that consistent service is of utmost importance to County and that County has considered and relied on Contractor's representations as to its quality of service commitment in awarding Contractor exclusive rights to operate the County Facilities. The parties further recognize that some quantified standards of performance are necessary and appropriate to ensure consistent and reliable service and performance. The parties further recognize that if Contractor fails to achieve the performance standards, or fails to submit required documents in a timely manner, County and its residents will suffer damages and that it is and will be impractical and extremely difficult to ascertain and determine the exact amount of damages that County will suffer. Therefore, the parties agree that the following liquidated damage amounts represent a reasonable estimate of the amount of such damages considering all of the circumstances existing on the date of this Agreement, including the relationship of the sum to the range of harm to

County that reasonably could be anticipated and the anticipation that proof of actual damages would be costly or inconvenient. In placing their initials at the places provided, each party specifically confirms the accuracy of the statements made above and the fact that each party has had ample opportunity to consult with legal counsel and obtain an explanation of the liquidated damage provisions at the time that the Agreement was made.

Company
~~Initial here:~~ _____
Initial here: _____

County
Initial here: _____

Should the County seek to assess liquidated damages against Contractor pursuant to this provision, the County shall first give Contractor written notice of the County's belief that the Contractor has breached an obligation under this Agreement for which liquidated damages may be assessed by County as specified in Exhibit Y, along with a minimum ten (10) day notice to cure said breach, unless additional time is reasonably required to remedy said breach, in which case liquidated damages may not be assessed against Contractor so long as Contractor commences the cure of said breach within the ten (10) day period and diligently prosecutes the cure to completion. Liquidated damages shall not be assessed against Contractor if Contractor cures the subject breach within the foregoing time periods.

Accordingly, County may, in its discretion, but only after complying with the notice procedures set forth above, assess liquidated damages for the specific items identified in Exhibit Y attached hereto. County may determine the occurrence of events giving rise to liquidated damages through the observance of its own employees or representatives, or through investigation of complaints by Third Parties.

Prior to assessing liquidated damages, County shall give Contractor notice of its intention to do so. The notice will include a brief description of the incident(s)/non-performance. Contractor may review (and make copies at its own expense) all information in the possession of County relating to incident(s)/nonperformance. Contractor may, within ten (10) days after receiving the notice, request a meeting with County. If a meeting is requested, it shall be held by the County Representative or his/her designee. Contractor may present evidence in writing and through testimony of its employees and others relevant to the incident(s)/non-performance. The County Representative or designee will provide Contractor with a written explanation of his or her determination assessing liquidated damages.

Contractor shall pay any liquidated damages assessed by County within thirty (30) days after they are assessed. If they are not paid within the thirty (30) day period, County may proceed against the Security required by the Agreement.

3. ~~3.~~ **Termination.**

Upon a Contractor Default, and subject to Contractor's rights to cure certain defaults as provided herein, then County shall have the right to terminate this Agreement upon Contractor's failure to cure the default as provide for herein, upon written notice to Contractor and require Contractor to immediately commence the Closure and Post Closure Obligations for the Landfill.

4. ~~4.~~ Draw Upon Security Letter of Credit or Performance/Surety Bond.

County shall have the right to draw upon the Security Letter of Credit or Performance/Surety Bond in accordance with Section 14.1, but only to the extent of the County's provable actual damages as described herein.

5. ~~5.~~ Right to Cure.

If County exercises any rights available under law to perform or cause to be performed all acts necessary to remedy the Event of Default by Contractor, Contractor, as applicable, shall be liable to County for an amount equal to the sum of the following: (i) any amounts reasonably expended by County to so cure the Event of Default; (ii) consultants' and attorneys' fees and costs; (iii) such other amounts as may be due and payable under this Agreement; and (iv) interest on the aggregate of the amounts listed as clauses (i)-(iii), inclusive, above at the rate of 7% per annum, compounded monthly, but in no event greater than the maximum rate allowed by law from the date each such cost was incurred by any such party until paid in full (the foregoing are collectively referred to herein as the "Indebtedness"). Contractor shall pay the Indebtedness to County within 30 days after delivery of a written demand from County setting forth the amount of the Indebtedness, which demand shall include a breakdown of amounts constituting the Indebtedness.

16.3 County Waiver.

County reserves the right to waive any and all breaches or defaults of this Agreement, and any such waiver shall not be deemed a waiver of all previous or subsequent breaches or defaults. In the event County chooses to waive a particular breach or default of this Agreement, it may condition same on payment by Contractor of actual damages occasioned by such breach or default of Agreement and shall make every effort to resolve the same quickly and amicably.

Notwithstanding the foregoing, the waiver by either party of any breach or violation of any provisions of this Agreement shall not be deemed to be a waiver of any breach or violation of any other provision nor of any subsequent breach or violation of the same or any other provision. The subsequent acceptance by either party of any monies that become due hereunder shall not be deemed to be a waiver of any preexisting or concurrent breach or violation by the other party of any provision of this Agreement.

16.4 County Default.

A. Default for Nonpayment.

The failure of the County to comply with the provisions of Section 12.4B of this Agreement shall constitute an event of default by the County under this Agreement; provided, however, that Contractor shall provide written notice of such default to County, and County shall have thirty (30) days to cure said default, provided that if the nature of the breach is such that it can be cured but will reasonably require more than thirty (30) days to cure, County shall not be in default so long as County promptly commences to cure such breach and diligently proceeds to complete same.

B. Other Defaults.

County has defaulted, by failing or refusing to perform or observe any other terms, conditions or covenants in this Agreement which is not specifically identified above and said default is not cured within thirty (30) days of notice from the Contractor, provided that if the nature of the breach is such that it can be cured but will reasonably require more than thirty (30) days to cure, County shall not be in default so long as County promptly commences to cure such breach and diligently proceeds to complete same.

C. Remedies Upon County Default.

Should County default hereunder and not timely cure said default, Contractor shall have the right to notify County that it will no longer accept County Franchised Waste at the Facilities until such time as County cures the default. In addition, in the event of an uncured Material County Default, Contractor may terminate this Agreement and pursue all monetary damages suffered by Contractor arising from County's breach of this Agreement, and subject to the Contractor's obligation to mitigate its damages, to be proven by Contractor and determined in accordance with Applicable Law.

16.5 Limitation on Damages.

Notwithstanding any other provision of this Agreement, neither party shall be liable to the other for any lost profits, or for any consequential, special or punitive damages arising out of or relating to the breach of this Agreement by such party.

16.6 Termination of Prime Subcontractor Subject to County Consent.

Contractor shall not terminate Prime Subcontractor's services provided to Contractor for Contractor's performance under this Agreement without the prior written consent of the County Board of Supervisors.

16.7 Force Majeure.

Except for a party's obligations to make monetary payments hereunder, either party's obligations under this Agreement may be suspended at the request and upon written notice of such party by reason of the occurrence of a Force Majeure Event described in subparts (a) through (e) and (i) of the definition of Force Majeure [Event](#), but only for so long and to the extent that the party's performance is make impossible or unreasonably difficult due to such event. [Notwithstanding the foregoing, in the event there is a more specific provision in this Agreement concerning the parties' obligations with respect to a Force Majeure Event, the more specific provision shall control.](#)

ARTICLE 17.~~ARTICLE 17.~~— REPRESENTATIONS AND WARRANTIES

17.1 Representations and Warranties of Contractor.

Contractor, by acceptance of this Agreement, hereby makes the following representations and warranties for the benefit of the County as of the Execution Date, each of which shall be deemed remade as of the Effective Date, unless Contractor specifies in writing otherwise.

A. Corporate Status.

Contractor is a corporation duly organized, validly existing and in good standing under the laws of the State of California. Contractor is qualified to transact businesses in the State of California and has the power to own its properties and to carry on its business as now owned and operated and as required by this Agreement.

B. Corporate Authorization and Binding Obligation.

Contractor has the authority to enter into and perform its obligations under this Agreement. The officers of Contractor have taken all actions required by law, its articles of incorporation, bylaws, or otherwise, to authorize the execution of this Agreement. The person signing this Agreement on behalf of Contractor has the authority to do so. This Agreement constitutes the legal, valid and binding obligation of Contractor to comply with each of the provisions of this Agreement, except as such enforceability may be limited by Applicable Laws of general application affecting the rights of contracting parties, bankruptcy, insolvency or other similar Applicable Laws of general application relating to or affecting the enforcement of creditors' rights and by general equitable principles.

C. Agreement Will Not Cause Breach.

Neither the execution and delivery by Contractor of this Agreement, nor the performance of Contractor of its obligations hereunder:

1. ~~1.~~ Conflicts with, violates or will result in a violation of any existing applicable law; or

2. ~~2.~~ Conflicts with, violates or will result in a breach or default under any term or condition of any existing judgment, order or decree of any court, administrative agency or other governmental authority, or of any existing contract or instrument to which Contractor is a party, or by which Contractor or any of Contractor's properties or assets is bound; or

3. ~~3.~~ Will result in the creation or imposition of any lien, charge, or encumbrance of any nature whatsoever upon any of the properties or assets of Contractor which will interfere materially with Contractor's performance hereunder.

D. No Litigation.

To the best of Contractor's knowledge, after reasonable investigation, there is no Action, suit, proceeding or investigation, at law or in equity, before or by any court or Governmental Authority, commission, board, agency or instrumentality decided, pending or threatened against Contractor wherein an unfavorable decision, ruling or finding, in any single case or in the aggregate, would materially adversely affect the performance by Contractor of its obligations hereunder or which, in any way, would adversely affect the validity or enforceability of this Agreement or which would have a material adverse effect on the financial condition of Contractor or any surety guaranteeing Contractor's performance under this Agreement, which has not been waived by County in writing.

E. No Adverse Judicial Decisions.

To the best of Contractor's knowledge, after reasonable investigation, there is no judicial decision that affects the validity of this Agreement or subjects this Agreement to legal challenge.

F. Ability to Perform.

Contractor possesses the business, professional, and technical capabilities to operate the Landfill, accept and dispose of Waste at the Landfill and operate the Transfer Stations and Material Recovery Facility; Contractor possesses or knows of no impediment to its obtaining the Permits to perform this Agreement; and Contractor possesses the equipment, facility, and employee resources required to perform this Agreement.

G. Contractor's Investigation.

Contractor has made an independent investigation (satisfactory to it) of the conditions and circumstances surrounding the Agreement and the work to be performed hereunder and has taken these matters into consideration in its agreement to provide these services in exchange for the compensation provided for under the terms of this Agreement.

H. Conflict of Interest.

Contractor warrants and represents that no elected official, officer, agent or employee of County has a financial interest, directly or indirectly, in this Agreement, the compensation to be paid under it and, further, that no County employee who acts in the County as a "purchasing agent" as defined in the appropriate Section of California Statutes, nor any elected or appointed officer of the County, nor any spouse or child of such purchasing agent, employee or elected or appointed officer, is a partner, officer, director, or proprietor of the Contractor and, further, that no such County employee, purchasing agent, County elected or appointed officer, or the spouse or child of any of them, alone or in combination, has a material interest in the Contractor. Material interest means direct or indirect ownership of more than five percent (5%) of the total assets or capital stock of the Contractor.

I. Representatives of the Parties.

Contractor has designated and submitted to the County, in writing, the name, title and contact information of a responsible officer who shall serve as the representative of Contractor and who shall have authority in all daily operational matters related to the Agreement. The County may rely upon action taken by such designated representative as action of Contractor unless for actions not taken within the scope of the Agreement. Unless otherwise specified in this Agreement, any action authorized or required to be taken by the County may be taken by the Board or by an official or agent designated by the Board.

J. Financial Ability, Disclosures, No Material Changes.

Contractor has sufficient financial resources to perform all aspects of its obligations hereunder. Contractor has provided the County with audited financial statements which present fairly, in accordance with generally accepted accounting principles, the financial resources of Contractor. There has been no material adverse change in Contractor's or Contractor's parent company's financial circumstances since the date of the most recent financial statements.

K. Contractor's Statements.

Contractor's proposal and any other supplementary information submitted to the County that the County has relied on in negotiations and entering into this Agreement, do not: (i) contain any untrue statement of a material fact, or (ii) omit to state a material fact that is necessary in order to make the statements made, in light of the circumstances in which they were made, not misleading.

17.2 County Representations and Warranties.

County, by acceptance of this Agreement, hereby makes the following representations and warranties for the benefit of the Contractor as of the Execution Date, each of which shall be deemed remade as of the Effective Date, unless County specifies in writing otherwise:

A. Organization and Existence.

County is a political subdivision of the State.

B. Execution, Delivery and Enforceability.

County has full power to enter into, and to carry out its obligations under, this Agreement. The execution and delivery of this Agreement, and the consummation of the transactions contemplated hereby and thereby, have been duly authorized by all necessary action required on the part of County. This Agreement constitutes the valid and legally binding obligations of County, enforceable against County in accordance with its and their terms, except as such enforceability may be limited by Applicable Laws of general application affecting the rights of contracting parties (including those applying to enforcement against public entities), bankruptcy, insolvency or other similar Applicable Laws of general application relating to or affecting the enforcement of creditors' rights and by general equitable principles.

C. No Violation.

Neither the execution and delivery of this Agreement, nor the compliance by County with any provision hereof, nor the consummation of the transactions contemplated hereby by County shall: (i) violate or conflict with, or result in a breach of, any Applicable Law applicable to County, including the California Environmental Quality Act (CEQA); or (ii) conflicts with, violates or results in a breach of any term or condition of any judgment, order or decree of any court, administrative agency or other Governmental Authority, or any agreement or instrument to which County is a party or by which County or any of its properties or assets are bound, or constitutes a default thereunder. County agrees that in connection with the approval of this Agreement by the County's Board of Supervisors, County will undertake and complete the CEQA analysis pertaining to the approval of this Agreement and shall certify and, as required, publish and make notifications regarding the same.

D. No Litigation.

To the best of County's knowledge, after reasonable investigation, there is no Claim, at law or in equity, before or by any court or Governmental Authority, Third Party, commission, board, agency or instrumentality decided, pending or threatened against County wherein an unfavorable decision, ruling or finding, in any single case or in the aggregate, would materially adversely affect the performance by County of its obligations hereunder or which, in any way, would adversely affect the validity or enforceability of this Agreement or which would have a material adverse effect on the financial condition of County.

E. No Adverse Judicial Decisions.

To the best of County's knowledge, after reasonable investigation, there is no judicial decision that affects the validity of this Agreement or subject this Agreement to legal challenge.

F. No Consents.

No consent or approval of, filing with or notice to any Entity is required to be obtained or made by County in connection with County's execution, delivery and performance of this Agreement, or the consummation of the transactions contemplated hereby, which, if not obtained or made, would prevent County from performing its obligations hereunder or thereunder.

~~ARTICLE 18.~~ARTICLE 18.—DISPUTE RESOLUTION

18.1 Dispute Resolution Procedures.

A. General.

This Section is referred to herein as the “Dispute Resolution Provision.” This Dispute Resolution Provision is a material inducement for the parties entering into this Agreement and requires mediation followed by binding arbitration of any and all disputes, controversies or claims between the parties arising under or relating to the interpretation or enforcement of this Agreement (a “Dispute Claim”). Notwithstanding the foregoing, if the Dispute Claim involves allegations arising out of, directly or indirectly, Closure and Post Closure Obligations, Remediation, the Environmental Conditions of the County Facilities, or the Contractor’s right to terminate this Agreement, and such dispute exceeds \$500,000 in value, then following mediation as provided herein, either party may unilaterally elect to opt out of binding arbitration and bring a legal action against the other party. A party’s election to opt out of binding arbitration must be in writing and served on the other party as provided herein for notices within ten (10) days following the other party’s service of a written election to proceed to arbitration on a Dispute Claim. Except as set forth below, this Dispute Resolution Provision concerns the resolution of all Dispute Claims.

B. Initiation of Dispute Resolution.

Any party may initiate Dispute Resolution by serving on the other party a Dispute Claim. A Dispute Claim must be in writing, identify all Sections of the Agreement that are at issue in the Dispute, and must contain a plain and concise statement of all issues that the party wishes to submit to Dispute Resolution along with a specific request for all relief being sought, including the total amount and a calculation of any claim for monetary relief or damages. Attached to the Dispute Claim shall be copies of any correspondence between the parties relating to the subject matter of the Dispute Claim. At the request of any party, following mediation as described below, any Dispute Claim shall be resolved by binding arbitration in accordance with California Code of Civil Procedure Section 1280 et. seq. (the “Act”). A party’s request shall be pursuant to written notice.

C. Mediation.

The parties shall mediate any Dispute Claim in good faith before a neutral mediator prior to either party submitting a Dispute Claim to arbitration. Either party may submit a Dispute Claim to mediation at any time following service of a Dispute Claim. The mediation shall be conducted by the Judicial Mediation and Arbitration Service (JAMS) or such other service the parties agree on. The neutral shall be selected by the parties, but if they are unable to agree on a mediator, JAMS or the substitute service shall select the mediator in accordance with its rules. The parties shall cooperate in promptly scheduling the mediation. Following at least one full day of mediation, or sixty (60) days after service of the Dispute Claim if no mediation has been held, either party may then serve on the other party notice of election to proceed to arbitration. The failure of either party to cooperate in good faith in scheduling or attending the mediation shall be grounds for the arbitrator to stay the arbitration until such mediation has been held.

D. Arbitration Proceedings.

Arbitration proceedings will be determined in accordance with the then-current JAMS Streamlined Arbitration Rules, and the terms of this Dispute Resolution Provision. In the event of any inconsistency, the terms of this Dispute Resolution Provision shall control. If JAMS is unwilling or unable to (i) serve as the provider of arbitration or (ii) enforce any provision of this arbitration clause, the parties may mutually designate another arbitration organization with similar procedures to serve as the provider of arbitration. If the parties cannot agree on the arbitration organization, the Presiding Judge of the Sonoma County Superior Court shall designate such an organization upon the petition of either party.

E. Arbitrators.

Except as noted in Section 18.1(A), the arbitration shall be administered by a neutral arbitrator mutually agreed on by the Parties. If the parties are unable to agree on a neutral arbitrator within twenty (20) days of the initial demand for arbitration, either party may contact JAMS for a panel of arbitrators and the parties shall then follow the procedures then in effect used by JAMS for the selection of a neutral arbitrator. If JAMS is not in existence, the parties may agree on another arbitration association for selection of an arbitrator or, failing that, either party may petition the presiding judge of the Sonoma County Superior Court for appointment of a neutral arbitrator. Unless the parties agree otherwise, the arbitration shall be conducted in Sonoma County, California. All Dispute Claims shall be determined by one arbitrator. The arbitrator shall be independent of, and unaffiliated with, each party (and shall not ever have been an employee of either party, under contract with either party in the past 5 years or acted as an arbitrator for such party within the past 5 years).

F. Timing of Proceedings; Tolling

The arbitration hearings shall commence within 60 days of the demand for arbitration and close within 45 days of commencement and the decision of the arbitrator(s) shall be issued within 45 days of the close of the hearing. The parties shall have the right to such discovery as permitted by Cal. Code of Civil Procedure §1283.05. The arbitrator(s) shall provide a concise written statement of reasons for the decision. The arbitration decision may be submitted to any court having jurisdiction to be confirmed and have judgment entered and enforced. During the pendency of any Dispute Claim under this Article 18, all applicable time periods directly related to the Dispute Claims shall be tolled until resolution of the Dispute Claim hereunder; provided, however, that no tolling shall apply to any matters other than those directly related to the Dispute Claim and such tolling shall not entitle a party to breach, default or fail to perform its obligations under this Agreement.

G. Valuation Disputes.

With respect to Dispute Claims relating to valuation items under this Agreement, within 20 days after initiation of the arbitration, if not previously done so under the terms of this Agreement, the County and Contractor shall each submit to each other and the arbitrator their respective relevant value for the item subject to the Disputed Claim, with such supporting information as is reasonably necessary to support such suggested value. If the two valuations so

submitted differ by less than or equal to five percent (5%) of the higher of the two, the average of the two shall become the agreed upon amount for purposes of this Agreement and the arbitration shall not be continued. If the two valuations differ by more than five percent (5%) of the higher of the two, then the arbitrator shall make a determination of the relevant value and submit such determination to both the County and Contractor. This third valuation will then be averaged with the closer of the two previous valuations and the result shall be the relevant value. In no event shall the resolution of a Dispute Claim result in a valuation higher than that which was set forth by Contractor (e.g., a impact of a “material” disclosure or a higher tip fee adjustment).

H. Binding Arbitration.

By agreeing to binding arbitration, the parties irrevocably and voluntarily waive any right they may have to a trial by jury as permitted by Law in respect of any Dispute Claim.

WHETHER OR NOT THE CLAIM IS DECIDED BY ARBITRATION, THE PARTIES AGREE AND UNDERSTAND THAT THE EFFECT OF THIS AGREEMENT IS THAT THEY ARE GIVING UP THE RIGHT TO TRIAL BY JURY TO THE EXTENT PERMITTED BY LAW.

I. Costs.

The arbitrator or Court shall have the authority and power to award costs, including attorneys’ fees, expert witness fees and costs to the prevailing party. Unless otherwise awarded by the arbitrator, the parties shall evenly split the cost of any arbitration under this Article 18.

18.2 Continue Performance.

Except for a Contractor Default, in the event of any dispute arising under this Agreement, County and Contractor shall continue performance of their respective obligations under this Agreement and shall attempt to resolve such dispute in a cooperative manner, including but not limited to negotiating in good faith.

~~ARTICLE 19.~~ARTICLE 19.—GENERAL PROVISIONS

19.1 Compliance with Applicable Law.

In providing the services required under this Agreement, Contractor shall at all times, at its sole cost, comply with all Applicable Laws. In particular, Contractor's operations at the Landfill, the Materials Recovery Facility and the Transfer Stations shall comply with all Applicable Laws, as now existing or as they may be later adopted, modified or amended, and shall further comply with the Permits and all approved closure and post-closure plans regarding the Landfill.

19.2 Assignment.

A. Assignment by Contractor.

Contractor may assign this Agreement to an Entity provided that (i) County has approved such assignment, in its reasonable discretion, based upon the financial capability and operational, maintenance, environmental and permitting experience, history and capability of the Entity; provided, however, that if the assignee is a wholly-owned subsidiary of the guarantor, the financial capability component of this clause (i) shall be satisfied if such assignee has the financial ability to perform the obligations under this Agreement and has a net worth at least equal to that of Contractor; (ii) any such assignment shall in no way limit, relieve or release Contractor from the liabilities and obligations under this Agreement; (iii) the Entity shall expressly assume in writing the obligations of Contractor hereunder pursuant to a form of assumption agreement acceptable to the County, in its reasonable discretion; (iv) Contractor shall deliver an original of the fully executed assignment agreement and the assumption agreement within 3 days after the execution thereof; (v) the guarantor(s) under the Guarantee or any other guarantee in favor of the County delivers to the County, in form and substance satisfactory to the County in its reasonable discretion, the guarantor's written consent to such assignment and such guarantor(s) agrees to be bound to the terms of its guaranty, affirmatively states that the terms of such guaranty remain in full force and effect notwithstanding such assignment and affirmatively states that such guaranty shall remain in full force and effect notwithstanding any future actions or omissions by the Entity (or any future transferee or assignee); (vi) in the reasonable discretion of the County, the Entity shall provide to the County an additional guarantor acceptable to the County, in its reasonable discretion, which additional guarantor shall execute and deliver to the County a form of guaranty in favor of the County and in form and substance the same as the Guaranty; Contractor shall be free to enter into operations, vendor, design, construction and other agreements under which Contractor contracts for the performance of some or all of its obligations under this Agreement and such agreements shall not be considered a sale, conveyance, transfer or assignment hereunder (it being further acknowledged that, in such instances, Contractor shall remain directly liable to the County for the performance of all obligations under this Agreement).

Any assignment of this Agreement made by Contractor without the express written consent of County shall be null and void and shall be grounds for County to declare a default of this Agreement and immediately exercise all rights and remedies hereunder. The use of a subcontractor to perform services under this Agreement shall not constitute delegation of

Contractor's duties. Contractor shall be responsible for directing the work of Contractor's approved subcontractors and any compensation due or payable to Contractor's subcontractor shall be the sole responsibility of Contractor. For purposes of this Agreement, an assignment shall include: (i) the sale or other transfer of more than an aggregate of forty percent (40%) of the voting share of Contractor; or (ii) the sale, mortgage, hypothecation, or pledge of more than an aggregate of forty percent (40%) of the value of the unencumbered assets of Contractor; (iii) the dissolution, merger, consolidation, or other reorganization Contractor; or (iv) a change in "control" (as such term is defined as part of the definition of "Affiliate"). The transfer or assignment of this Agreement, along with the assets of Contractor, to another wholly owned subsidiary of Republic Services, Inc. or its successor shall not be deemed an assignment.

B. Assignment by Prime Subcontractor.

No assignment or delegation of Prime Subcontractor's (The Ratto Group's) rights or duties that are described in this Agreement shall be made in whole or in part by the Prime Subcontractor without the express written consent of County, which the County shall withhold only in its reasonable discretion. Any such assignment or delegation without the express written consent of County shall be null and void. Prime Subcontractor shall acknowledge its agreement to be bound by this subsection 18.2 B by execution of a separate written agreement delivered by Prime Subcontractor to County. The delivery of this separate written agreement by Prime Subcontractor to County is a condition precedent to the effectiveness of this Agreement. For purposes of this Agreement, an assignment shall include: (i) the sale or other transfer of more than an aggregate of forty percent (40%) of the voting share of Contractor; or (ii) the sale, mortgage, hypothecation, or pledge of more than an aggregate of forty percent (40%) of the value of the unencumbered assets of Contractor; (iii) the dissolution, merger, consolidation, or other reorganization Contractor; or (iv) a change in "control" (as such term is defined as part of the definition of "Affiliate"). The transfer or assignment of this Agreement, along with the assets of Prime Subcontractor, to another wholly owned subsidiary of Prime Subcontractor or its successor shall not be deemed an assignment.

C. Assignment by County.

County may assign its rights and responsibilities under this Agreement to any other entity as long as any such proposed assignee under this Section shall: (a) have the legal authority and financial capacity sufficient to assume and perform all of County's obligations hereunder; and (b) shall agree in writing to do so.

19.3 Notices; Party Representatives.

A. Notices.

Any communication, notice or demand of any kind whatsoever which either party may be required or may desire to give to or serve upon the other shall be in writing and delivered by personal service (including express or courier service), by electronic communication, whether by telex, telegram or telecopying (if confirmed in writing sent by registered or certified mail, postage prepaid, return receipt requested), or by registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

If to the County: County of Sonoma
2300 County Center Drive, Suite B-100
Santa Rosa, CA 95403
Attention: Ms. Susan Klassen, Deputy Public Works
Director
Phone: (707) 565-2231
Fax: (707) 565-2620

If to the Contractor: ~~General~~Operations Manager
~~With a copy to:~~

Republic Services of Sonoma County
500 Meacham Road
Petaluma, California 94952
Phone: (510) 453-8501
Fax: (707) 795-4635

and to:
~~General Counsel~~
~~Contractor Services, Inc.~~Area President
Republic Services
3260 Blume Dr., Suite 200
Richmond, CA 94806
Phone: (510) 262-7566
Fax: (510) 262-7565

The address to which communications may be delivered may be changed from time to time by a notice given in accordance with this Section.

B. Party Representatives.

(i) County Representative.

Authority to act on behalf of the County is hereby delegated to the Director of Transportation and Public Works. Except as expressly indicated to the contrary, all references to approval rights or approvals by the County in this Agreement shall require that the County provide written approval of such item by the Director of Transportation and Public Works.

(ii) Contractor Representative.

Authority to act on behalf of Contractor is hereby delegated to: Mike Caprio. Such person's statements, representations, actions and commitments shall fully bind Contractor. All

oral directions or instructions and notices given by County to such named representative shall bind Contractor as if delivered to Contractor personally.

19.4 Inspection By The County.

The County shall have the right to observe and review Contractor's operations and equipment, and to enter Contractor's premises for the purposes of such observations and review at any time with 24 hours notification.

19.5 Relationship of the Parties.

The parties intend that Contractor shall perform the services required by this Agreement as an independent contractor engaged by the County and not as an officer or employee of the County nor as a partner of or joint venture with the County. No employee or agent of Contractor shall be or shall be deemed to be an employee or agent of the County. Except as expressly provided herein, Contractor shall have the exclusive control over the manner and means of conducting the services performed under this Agreement, and all persons performing such services. Contractor shall be solely responsible for the acts and omissions of its officers, employees, subcontractors and agents. Neither Contractor nor its officers, employees, subcontractors and agents shall obtain any rights to retirement benefits, workers' compensation benefits, or any other benefits which accrue to the County employees by virtue of their employment with the County.

19.6 Governing Law.

The validity, interpretation and effect of this Agreement are governed by and shall be construed in accordance with the Laws of the State of California applicable to contracts made and performed in such State and without regard to conflicts of Law doctrines except to the extent that certain matters are preempted by federal Law or are governed by the Law of the jurisdiction of organization of the respective parties.

19.7 Jurisdiction.

Any lawsuits between the parties arising out of this Agreement shall be brought and concluded in the courts of the State of California, which shall have exclusive jurisdiction over such lawsuits.

19.8 Venue.

COUNTY AND CONTRACTOR AGREE THAT ANY ACTION OR PROCEEDING TO RESOLVE A DISPUTE BETWEEN COUNTY AND CONTRACTOR CONCERNING THE INTERPRETATION, APPLICATION OR ENFORCEMENT OF THE TERMS OF THIS AGREEMENT MAY ONLY BE BROUGHT IN SUPERIOR COURT FOR THE COUNTY OF SONOMA OR U.S. DISTRICT COURT FOR THE NORTHERN DISTRICT OF CALIFORNIA. EACH OF COUNTY AND CONTRACTOR ACCEPTS FOR ITSELF AND IN CONNECTION WITH ITS PROPERTIES, GENERALLY AND UNCONDITIONALLY, THE JURISDICTION OF THE AFORESAID COURTS AND WAIVES ANY DEFENSE OF FORUM NON CONVENIENS. IF NOT A RESIDENT OF THE STATE, CONTRACTOR

MUST APPOINT AND MAINTAIN AN AGENT FOR SERVICE OF PROCESS IN THE STATE.

19.9 Binding on Successors.

The provisions of this Agreement shall inure to the benefit to and be binding on the successors and permitted assigns of the parties.

19.10 Parties in Interest.

Nothing in this Agreement, whether express or implied, is intended to confer any rights on any persons other than the parties to it and their representatives, successors and permitted assigns.

19.11 Duty of Contractor Not to Discriminate.

Contractor shall not discriminate in the employment of persons engaged in the performance of this Agreement on account of race, color, national origin, ancestry, religion, sex, physical handicap, or medical condition, in violation of any applicable federal or state law.

19.12 Acknowledgement.

It is acknowledged that each party was, or had the opportunity to be represented by counsel in the preparation of and contributed equally to the terms and conditions of this Agreement and, accordingly, the rule that an Agreement shall be interpreted strictly against the party preparing the same shall not apply herein due to the joint contributions of both parties.

19.13 Exhibits.

Each of the Exhibits, identified in this Agreement, is attached hereto and incorporated herein and made a part hereof by this reference.

19.14 Entire Agreement.

This Agreement, including the Exhibits, represents the full and entire Agreement between the parties with respect to the matters covered herein. This Agreement supersedes any and all prior promises, representations, negotiations, agreements and understandings, all of which shall be of no force or effect except as provided herein.

19.15 Article and Section Headings.

The article headings and sections headings in this Agreement are for convenience of reference only and are not intended to be used in the construction of this Agreement not to alter or affect any of its provisions.

19.16 Reference to Days.

All references to days herein are to calendar days, including Saturdays, Sundays and Holidays, except as otherwise specifically provided.

19.17 Interpretation.

This Agreement shall be interpreted and construed reasonably and neither for nor against either party, regardless of the degree to which either party participated in its drafting.

19.18 Amendment.

This Agreement may not be modified or altered except by amendment in writing signed by both parties.

19.19 Severability.

If any non-material provision of this Agreement is for any reason deemed to be invalid and unenforceable, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of this Agreement which shall be enforced as if such invalid or unenforceable provision had not been contained herein.

19.20 Counterparts.

This Agreement may be executed in counterparts each of which shall be considered an original.

19.21 Attorneys' Fees.

The prevailing party in any action brought to enforce the terms of this Agreement or arising out of this Agreement shall be awarded its reasonable costs and attorneys' fees expended in connection with such an action from the other party.

19.22 References to Laws.

All references in this Agreement to laws and regulations shall be understood to include such laws and regulations as they may be subsequently amended or recodified, unless otherwise specifically provided. In addition, references to specific governmental agencies shall be understood to include agencies which succeed to or assume the functions they are currently performing.

19.23 Actions of County in its Governmental Capacity.

Contractor understands and acknowledges that the Local Enforcement Agency for Sonoma County ("LEA") and certain of the other Governmental Authorities involved with issuing Permits and/or permitting or regulating the Landfill, Materials Recovery Facility and the Transfer Stations are departments or divisions within the County of Sonoma. Notwithstanding anything to the contrary contained in this Agreement, Contractor acknowledges and agrees that nothing in this Agreement mandates or requires the LEA or such other Governmental Authorities within the County of Sonoma to issue any Permit or future Permit or to undertake any action that would waive or limit such entities' present or future regulatory or permitting powers or authority and that, except as explicitly indicated, for all purposes under this Agreement, Contractor acknowledges and agrees that the Landfill, Materials Recovery Facility and the Transfer Stations

shall remain subject to the periodic or annual review, as applicable, of the LEA and such other Governmental Authorities.

19.24 Personal Liability.

This Agreement is not intended to create or result in any personal liability for any County public official, employee or agent, nor shall the Agreement be construed to create that liability.

19.25 Subcontractors.

Contractor shall not engage any subcontractors for services provided under this Agreement without the prior written consent of the County.

19.26 Time of the Essence.

Time is of the essence of each term of this Agreement. Without limiting the generality of the foregoing, all times provided for in this Agreement for the performance of any act shall be strictly construed.

19.27 Advice.

Each of the parties has received the advice of legal counsel prior to signing this Agreement. Each party acknowledges no other party or agent or attorney has made a promise, representation, or warranty whatsoever, express or implied, not contained herein concerning the subject matter herein to induce the other party to execute this Agreement. The parties agree no provision may be subject to any rules of construction based upon either party being considered the party “drafting” this Agreement.

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

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

By: _____
Name: _____
Title: _____

ATTEST:
By: _____
Name: _____
Title: _____

APPROVED AS TO FORM:

By: _____
Assistant County Counsel

CONTRACTOR: REPUBLIC SERVICES OF SONOMA COUNTY, INC.,
a Delaware corporation

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

| Summary Report: | |
|---|------------|
| Litéra® Change-Pro ML WIX 6.5.0.439 Document Comparison done on 4/18/2013 2:07:37 PM | |
| Style Name: H&W Standard | |
| Original Filename: 3-22-13 CURRENT Landfill Master Operations Agreement Clean(3)-c.docx | |
| Original DMS: | |
| Modified Filename: Landfill MOA AGREEMENT April 17 2013 clean11 (4-18-13 at 2 04).docx | |
| Modified DMS: | |
| Changes: | |
| Add | 480 |
| Delete | 426 |
| Move From | 0 |
| Move To | 0 |
| Table Insert | 0 |
| Table Delete | 1 |
| Embedded Graphics (Visio, ChemDraw, Images etc.) | 0 |
| Embedded Excel | 0 |
| Total Changes: | 907 |

Resolution No. _____

Sonoma County Administration Center
Santa Rosa, CA 95403

Date: April 23, 2013

RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF SONOMA,
STATE OF CALIFORNIA, APPROVING AGREEMENT FOR OPERATION OF THE
CENTRAL LANDFILL AND COUNTY TRANSFER STATIONS

RESOLVED, that the Board of Supervisors (“the Board”) of the County of Sonoma (“the County”) hereby finds as follows:

1. Procedural History

1.1 The County of Sonoma owns the Central Landfill and Central Transfer Station and four other transfer stations located in Sonoma, Healdsburg, Guerneville and Annapolis (the landfill and transfer stations are collectively referred to herein as the “Solid Waste Assets”). The transfer stations are located adjacent to closed landfills that are owned by the County (i.e., the closed Healdsburg landfill, the closed Guerneville landfill, the closed Annapolis landfill, and the closed Sonoma landfill).

1.2 The Central Landfill is comprised of two landfill units – the original landfill permitted in 1971 (“Landfill 1”) and the East Canyon Expansion area permitted in 1998 (“Landfill 2”). In May of 2003, following the construction of a new liner in Landfill 2, an evaluation monitoring program detected volatile organic compounds (“VOCs”) in the landfill underdrain system. The results of an investigation to determine the source of the VOCs indicated a design flaw in the liner anchor trench was responsible for VOC detections in the underdrain. The design flaw allowed landfill gas to migrate around the liner into underlying groundwater (Pacific GeoScience Report, 2004). During the investigation, it was also discovered that there was damage to a portion of the liner of Landfill 2. This damage was caused by an operational error in the select waste sorting area, where an excavator unknowingly damaged the liner, and was subsequently repaired and reported to the Local Enforcement Agency (“LEA”) and the Regional Water Quality Control Board (“Regional Board”). As a result of these issues, the Regional Board issued new Waste Discharge Requirements in 2004 (the “2004 WDRs”). The 2004 WDRs included corrective action items for both landfill units. For Landfill 1, controlling landfill gas and removing leachate to the maximum extent practical was required. For Landfill 2, the 2004 WDRs required an enhanced monitoring program, a retrofit of the anchor trench and repair of the liner. All corrective action items in the 2004 WDRs for Landfills 1 and 2 have now been completed. Leachate has been removed to the maximum extent practical in Landfill 1 with a long term landfill gas and leachate management plan in place, which

includes a site conceptual and numeric model to guide operational management. The 2004 WDRs also prohibited any further liner construction.

1.3 In August 2005, as a result of the 2004 WDRs prohibiting further liner construction at the Central Landfill, the Board entered into temporary outhaul and disposal agreements so that waste generated within the County of Sonoma could be properly disposed of in out-of-county landfills having capacity. Because of the increase of vehicle miles travelled with outhauling to distant landfills, approximately two-thousand tons of additional greenhouse gas emissions resulted annually.

1.4 In April 2006, the Board of Supervisors accepted the “Reassessment of Long-Term Solid Waste Management Alternatives Report” prepared by Brown, Vence & Associates (BVA). Based on the BVA report recommendations and stakeholder comments, the Board directed staff to pursue the option of divestiture; selling of the County’s solid waste assets and privatizing operations and solid waste management or, if not feasible, to close the Central Landfill and continue to outhaul the County’s waste to out of County facilities.

1.5 In May 2007, the County initiated a process to transfer ownership of the Central Landfill and the transfer stations to a private company in exchange for the company obtaining permits to expand the Central Landfill and taking responsibility for all environmental liabilities for the landfill. The divestiture process was initiated since the Central Landfill could no longer accept waste and the regulators were requiring the County to begin permanently closing the landfill. The County had only accumulated \$8.3 million of the estimated closure cost (estimated in 2007 to cost \$46.9 million), leaving a funding gap of more than \$38 million. In addition, while the County had \$2.3 million in reserves set aside for the “maximum foreseeable release” financial assurances required by State law, the County did not have any other reserves set aside for unexpected off-site releases of environmental constituents from the landfill or any third party claims (“Third Party Environmental Claims”). One of the primary goals of the County in pursuing the divestiture of the landfill was to transfer all environmental liability associated with the landfill to a private company, including the Third Party Environmental Claims. In addition, given that the County did not have flow commitments for the landfill, the County had no ability to finance the approximate \$70.4 million of liner improvements that would be necessary to re-open the landfill once a new WDR was obtained and the cities had indicated to the County that they were not interested in providing flow commitments to the County given the recent release of VOCs in the underdrain.

1.6 In October 2007, the County submitted to the Regional Board the “Final Design Report, CQA of Retrofit, Repair Maintenance and Performance Monitoring”, which documented: (i) how the design issues with the anchor trench were addressed through a retrofit, and (ii) the liner repairs made to the area of the liner damaged from operations.

1.7 In August 2009, a technical memorandum was prepared by Shaw Group, on behalf of the County, and submitted to the Regional Board documenting the County’s compliance with the 2004 WDRs.

1.8 On October 27, 2009, the proposed divestiture of the Central Landfill did not receive approval by the Board of Supervisors. Although the proposed divestiture of the Landfill did not receive approval, it was imperative that the County find an alternative service delivery model for handling solid waste within the region. The existing model was failing and the County faced the real possibility that the landfill would have to be permanently closed and that all waste would need to be outhauled to out-of-county landfills.

1.9 In November 2009, the Board of Supervisors directed staff to develop a Request for Proposals (RFP) for the continuation of Transfer Station Operation, Transport and Disposal of waste from the five County Disposal sites. The Board directed staff to return to the Board on December 8, 2009 for RFP approval. With respect to long-term options for waste handling, the Board of Supervisors directed staff to bring back recommendations related to establishing a process to engage the County, Cities, and broader community, and build a consensus on a solution to the County's long-term solid waste management needs.

1.10 On December 8, 2009, the County formed a Solid Waste Advisory Group (SWAG) comprised of two members of the Board of Supervisors, and one City Council Member from each city in Sonoma County, to establish an open and transparent process and make recommendations on solid waste system planning and operations, such as, appropriate regional solid waste projects, priorities, schedules and funding sources.

1.11 After considering the results of the RFP, on June 8, 2010, the Board of Supervisors directed staff to develop two contracts to bring back to the Board for execution; one contract with The Ratto Group of Companies for the basic services including transfer station operation, transport and out-of-county disposal, and the other contract with Republic Services to provide services for the limited resumption of waste disposal at the Central Landfill and long-term permitting of the Central Landfill. On August 3, 2010, the Board of Supervisors approved and authorized the Chair to sign these contracts.

1.12 Both through the RFP process and through the County's experience working with Republic Services of Sonoma County, Inc. and The Ratto Group of Companies, Inc., the County has developed significant knowledge regarding these companies, including their operations, capabilities, and assets.

1.13 Prior to adopting its recommendations to the Board of Supervisors, the SWAG held more than 37 public meetings.

1.14 On June 12, 2012, the Board of Supervisors accepted the SWAG's recommendations, and directed staff to proceed with required permitting to re-open the landfill and enter into negotiations with current operators of the Central Landfill and Transfer Stations for a long-term operations agreement for the County solid waste facilities. The Board of Supervisors set the following basic goals and objectives for the negotiation:

- The County will enter into a long-term comprehensive operations agreement for the Central Landfill and Transfer Station properties it owns, with a private party.
- The private party will be responsible for development of the Central Landfill in accordance with the Permits issued by CalRecycle and the Regional Water Quality Control Board.
- The private party will develop such additional diversion facilities on the Central Landfill property as may be requested by the County based upon policy recommendations of the Sonoma County City Solid Waste Advisory Group.
- The private party will assume liabilities associated with the Central Landfill, and operation of the Transfer Stations included but not limited to operational liability, and Central Landfill closure, post-closure, and third party liability.
- The agreement with the private party will establish a sustainable funding structure for the acceptance of waste, and recyclables, from the governmental jurisdictions within the County, businesses, and the general public, which will not include put-or-pay provisions and will not create disincentives to diversion of material from landfill disposal.

1.15 Also on June 12, 2012, the Board of Supervisors approved an Addendum to the Sonoma County Central Disposal Site Improvement Program Final Environmental Impact Report (SCH # 1995073068) for the Reopening of the Central Disposal Site, which considered the environmental impacts of reopening the Central Disposal Site.

1.16 Pursuant to the Board of Supervisor's direction, County staff negotiated an agreement with Republic Services of Sonoma County, Inc., the terms and conditions of which are set forth in the Agreement For Operation Of The Central Landfill And County Transfer Stations Between County Of Sonoma And Republic Services Of Sonoma County, Inc. ("the Agreement").

1.17 On March 14, 2013, the North Coast Regional Water Quality Control Board (NCRWQCB) provided the County with new Waste Discharge Requirements (WDRs) allowing for the reopening of the landfill. The new WDRs will provide an estimated 20 years of landfill disposal capacity for the residents and businesses within the County.

1.18 The County and the cities within the County face uncertain solid waste handling fees due to numerous trends and factors, including potential environmental liability and increasing diversion. Tipping fees have increased 100% over the last 10 fiscal years to balance revenues with expenditures. The proposed Agreement advances numerous public policy goals, including (i) providing for in-county disposal of Waste; (ii) enhancing in-county diversion through development of a Materials Recovery Facility and other related programs to assist the County, the SWAG, and many of the communities within the region, to meet the diversion goal of 80% by 2015; (iii) transferring environmental liabilities and

obligations associated with the Central Landfill to the operator; (iv) entering into a long-term tip fee and disposal relationship; (v) securing certain indemnities and releases with respect to the use, operation and condition of land; and (vi) obtaining concession payments for the County in consideration of the County granting the operator an exclusive operations agreement for the County facilities.

1.19 The County is entering into this Agreement pursuant to Public Resources Code Sections 40057, 40058, and 40059. Section 40058 provides: “solid waste handling services shall be provided for by one or any combination of the following: (a) The furnishing of the services by the local agency itself. (b) The furnishing of the services by another local agency. (c) The furnishing of the services by a solid waste enterprise.” Section 40059 provides: “Notwithstanding any other provision of law, each county, city, district, or other local governmental agency may determine all of the following: (1) Aspects of solid waste handling which are of local concern, including, but not limited to, frequency of collection, means of collection and transportation, level of services, charges and fees, and nature, location, and extent of providing solid waste handling services. (2) Whether the services are to be provided by means of nonexclusive franchise, contract, license, permit, or otherwise, either with or without competitive bidding, or if, in the opinion of its governing body, the public health, safety, and well-being so require, by partially exclusive or wholly exclusive franchise, contract, license, permit, or otherwise, either with or without competitive bidding. The authority to provide solid waste handling services may be granted under terms and conditions prescribed by the governing body of the local governmental agency by resolution or ordinance.”

1.20 The 2012 Reopening Addendum did not address certain deal points reached in the final MOA, namely the construction of a potential MRF through the installation of certain processing equipment inside the Central Transfer Station, and the implementation of the collection of commercial food waste. These are minor changes to the existing project that was previously evaluated. In light of these changes, the County has prepared an Addendum to the Sonoma County Central Disposal Site Improvement Program Final Environmental Impact Report (SCH # 1995073068) for the Master Operations Agreement, dated March 25, 2013 (“the Addendum”) pursuant to CEQA and the State CEQA Guidelines (California Code of Regulations, title 14, §15000 *et seq.*). A true and correct copy of the Addendum is attached to this Resolution as Exhibit “A,” and is incorporated into this Resolution by reference in full.

2. CEQA Compliance

2.1 Public Resources Code section 21166 provides that when an EIR has been prepared for a project, no subsequent or supplemental EIR shall be required unless substantial changes in the project or the project circumstances will require major revisions of the EIR, or new information, which was not known and could not have been known when the prior EIR was certified, becomes available. (See also CEQA Guidelines, § 15162.) State CEQA Guidelines Section 15164, subdivision (a), provides that the County shall “prepare an addendum to a previously certified EIR if some changes or additions are necessary but none of the conditions described in Section 15162 calling for preparation of a subsequent EIR have occurred.” An addendum need not be circulated for public review or

comment, but must be considered by the agency before making its decision on the project. (State CEQA Guidelines, § 15164, subs. (c), (d).) The State CEQA Guidelines state that an agency should include a brief explanation of its decision not to prepare a subsequent EIR in the addendum, or the agency's findings on the project, or elsewhere in the record. (State CEQA Guidelines, § 15164, subd. (e).) The agency's explanation must be supported by substantial evidence. (*Id.*)

2.2 The Addendum evaluates whether any of the circumstances or conditions set forth by Public Resources Code section 21166 and CEQA Guideline 15162 have been met, which would require subsequent environmental review beyond the scope of the Sonoma County Central Disposal Site Improvement Program Environmental Impact Report (certified in November 1998) ("1998 EIR"), as modified by the Addendum for the Reopening of the Central Disposal Site (approved May 25, 2012) ("2012 Reopening Addendum"), and the Sonoma County Central Disposal Site Rock Extraction Project (certified in July 1998) ("REA EIR").

2.3 The Board concurs in and adopts the findings in the Addendum as though stated in full herein. The Board finds that the proposed project will not result in a new significant environmental effect or a substantial increase in the severity of a previously identified significant effect due to substantial changes proposed in the project, substantial changes with respect to the proposed project circumstances, or new information of substantial importance that was not known and could not have been known with the exercise of reasonable diligence at the time of the approval of the prior environmental documents. The Board finds that it has sufficient information to make an intelligent decision, taking into consideration the environmental impacts of the Agreement.

3. Evidence in the Record

3.1 In making the findings and determinations set forth above and in the exhibits attached hereto, the Board, on occasion, references specific evidence in the record. No such specific reference is intended to be exclusive or exhaustive. Rather, the Board has relied on the totality of the evidence in the record of these proceedings in reaching its decisions herein.

NOW, THEREFORE, BE IT FURTHER RESOLVED that the Board, based on the foregoing findings and the record of these proceedings, hereby declares and orders as follows:

1. The foregoing findings and determinations set forth herein, are true and correct, are supported by substantial evidence in the record, and are adopted as set forth herein.

2. The Board has reviewed and considered the information contained in the 1998 EIR, the 2012 Reopening Addendum, the REA EIR, and the Addendum, and has considered the environmental effects of the proposed project as shown therein.

3. The Director of Transportation and Public Works is authorized and directed to:
(a) file a notice of determination in accordance with the provisions of CEQA and the State CEQA Guidelines.

4. The Chair is authorized to execute the Agreement.
5. The Director of Transportation and Public Works is authorized to:
 - (a) Take any and all steps that may be necessary to satisfy the conditions precedent to the effectiveness of the Agreement;
 - (b) Waive any conditions precedent to the effectiveness of the Agreement which are set forth in Section 12.3 of the Agreement;
 - (c) Set the initial County Concession Payment (Exhibit R to the Agreement) provided the initial amount does not cause the residential curbside waste collection rates to increase by more than 4% (assuming total annual tons within 300,001 – 325,000 range);
 - (d) Finalize the exhibits to the Agreement; and
 - (e) Enter into agreements that may be necessary to support the Director's efforts to meet the conditions precedent to the effectiveness of the Agreement, provided that any individual agreement shall not exceed \$25,000.

Prior to exercising the delegated authority set forth above, the Director shall consult with the County Administrator and County Counsel.

6. The Clerk of the Board of Supervisors is designated as the custodian of the documents and other materials that constitute the record of the proceedings upon which the Board's decisions herein are based. These documents may be found at the office of the Clerk of the Board of Supervisors, 575 Administration Drive, Room 100A, Santa Rosa, CA 95403.

SUPERVISORS:

Supervisors:

Gorin: _____ **Zane:** _____ **McGuire:** _____ **Carrillo:** _____ **Rabbit:** _____

Ayes: _____ **Noes:** _____ **Abstain:** _____ **Absent:** _____

So Ordered.

REVISED ADDENDUM

to the Sonoma County Central Disposal Site Improvement Program Final Environmental Impact Report (SCH # 1995073068) for the Master Operations Agreement

April 17, 2013

I. Introduction

This Addendum has been prepared in accordance with section 15164 of the CEQA Guidelines relative to the County's proposed Master Operations Agreement with Republic Services of Sonoma County, Inc., for operations of the County's Central Disposal Site and the County's Solid Waste Transfer Stations. This Addendum evaluates whether any of the circumstances or conditions set forth by Public Resources Code section 21166 and CEQA Guidelines 21152 have been met, which would require subsequent environmental review beyond the scope of the Sonoma County Central Disposal Site Improvement Program Environmental Impact Report (certified in November 1998, hereafter referred to as the "1998 EIR") and the Sonoma County Central Disposal Site Rock Extraction Project (certified in July 1998, hereafter referred to as the "REA EIR"). In addition, the County prepared an Addendum for the Reopening of the Central Disposal Site (approved May 25, 2012, hereafter referred to as the "2012 Reopening Addendum").

The County proposes to enter into a long-term agreement, called the Master Operations Agreement ("MOA" or "Agreement"), for a minimum term of 20 years for the operations of the Central Disposal Site ("Landfill") and the Solid Waste Transfer Stations ("transfer stations") (the "Project") located in Sonoma, Healdsburg, Guerneville, and Annapolis pursuant to a Master Operations Agreement with Republic Services of Sonoma County, Inc. ("Republic" or "Contractor").¹

This long term agreement is essentially a transfer of the functions and permits related to the operation of the County's solid waste system from the County to Republic Services. The intent is for the Contractor to assume the County's responsibilities with respect to operation of its solid waste facilities and to pursue all necessary permitting to allow resumption of landfilling at the Central Disposal Site consistent with the County's longstanding plans and permits. No substantial change in operations from those already planned by the County and analyzed in prior

¹ The MOA does not include the County's closed landfills adjacent to the four transfer stations, or the Airport, Roblar, or Occidental closed landfill sites.

environmental documents is proposed, with the exception of the implementation of a Materials Recovery Facility component within the Central Transfer Station building², and the implementation of a commercial food waste collection program.

The County recently obtained all permits necessary for the reopening of the Landfill in the areas described in the 1998 EIR and the REA EIR, and also described in the 2012 Reopening Addendum. The details of the landfilling are described in detail in a Joint Technical Document (JTD) prepared by Keller Canyon Landfill Inc., and SCS Engineers, on behalf of the Sonoma County Department of Transportation and Public Works (DTPW) (*Amended Joint Technical Document Central Disposal Site, Sonoma County, CA; November 2011*), which was submitted, along with the appropriate permit application, to the North Coast Regional Water Quality Control Board (NCRWQCB) for new Waste Discharge Requirements (WDRs). The WDR's were adopted by the NCRWQCB on March 14, 2013. A revision of the Solid Waste Facilities Permit (SWFP) for the reopening of the Landfill has already been obtained from Local Enforcement Agency and CalRecycle.

This Addendum supplements the 2012 Reopening Addendum, the 1998 EIR, and the REA EIR, all of which are incorporated by reference herein. The Addendum addresses the addition, as part of the MOA, of the proposed installation of a Materials Recovery Facility (MRF), and the implementation of the separate collection of commercial food waste. In addition, this Addendum addresses the potential changes in traffic volumes on roadways in the vicinity of the Landfill.³ This is new information since the previous 2012 Reopening Addendum.

The 1998 EIR described an improvement program to provide solid waste disposal capacity at the Central Disposal Site on Meham Road southwest of the city of Cotati. The 2012 Reopening Addendum is an Addendum to the 1998 EIR, and considered any potential changes in the project or circumstances, or new information since preparation of the 1998 EIR and the 1998 REA EIR as it relates to the reopening of the Central Landfill. Also in 1998, the County certified the REA EIR for the excavation of rock in order to create an additional eight months of landfill capacity. The rock has been excavated but no waste disposal has yet occurred in this area, however, it is now included as part of the proposed project.

CEQA embodies a strong presumption that once an EIR has been prepared for a project, no subsequent environmental review is required unless conditions or circumstances present themselves which would trigger the need for such additional environmental review. Public Resources Code section 21166 and Section 15162 of the CEQA Guidelines define the conditions

² The Central Transfer Station building, or public tipping building, consists of a large, steel structure enclosed on three sides, within which the public drops off waste. The building has a concrete floor and an opening (a loading bay) at the back of the building through which waste is pushed for filling the transfer trailers. These tractor-trailers then transfer this material to the active landfill face (or to other landfills during outhauling) for disposal.

³ The traffic analysis discussed below included the traffic volumes projected from the Sonoma County Waste Management Agency Compost Facility Recirculated Draft EIR (*October 2012*). The DEIR included the Central Disposal Site as an alternative location for a continued and expanded composting operation at the Central Disposal Site.

that would require further environmental review, in the form of a Subsequent EIR or a Negative Declaration, for a project. These conditions are listed below:

15162 Subsequent EIR's and Negative Declarations

- (a) When an EIR has been certified or negative declaration adopted for a project, no subsequent EIR shall be prepared for that project unless the lead agency determines, on the basis of substantial evidence in the light of the whole record, one or more of the following:
 - (1) Substantial changes are proposed in the project which will require major revisions of the previous EIR or negative declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects;
 - (2) Substantial changes occur with respect to the circumstances under which the project is undertaken which will require major revisions of the previous EIR or negative declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; or
 - (3) New information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time the previous EIR was certified as complete or the negative declaration was adopted, shows any of the following:
 - (A) The project will have one or more significant effects not discussed in the previous EIR or negative declaration;
 - (B) Significant effects previously examined will be substantially more severe than shown in the previous EIR;
 - (C) Mitigation measures or alternatives previously found not to be feasible would in fact be feasible and would substantially reduce one or more significant effects of the project, but the project proponents decline to adopt the mitigation measure or alternative; or
 - (D) Mitigation measures or alternatives which are considerably different from those analyzed in the previous EIR would substantially reduce one or more significant effects on the environment, but the project proponents decline to adopt the mitigation measure or alternative.

If none of the conditions described above has occurred, but some changes or additions to the previous environmental analysis are necessary, then the lead agency shall prepare an addendum to the previously certified EIR. (State CEQA Guidelines, § 15164)

This Addendum considers those changes in the project or project circumstances, or new information since preparation of the 1998 and REA EIR's, and the 2012 Reopening Addendum, that might trigger preparation of a subsequent EIR or Negative Declaration for the proposed

Master Operations Agreement. Below is a discussion of the proposed changes to the project described in the two EIR's and the 2012 Reopening Addendum, as well as an analysis of the new components proposed by the MOA, i.e., the MRF, and the collection of commercial food⁴. Each issue area in the 1998 EIR, REA EIR, and the 2012 Reopening Addendum, including cumulative impacts, were reviewed, and are discussed here as warranted. The discussion of each relevant issue area is followed by an analysis of why these changes do not rise to the level requiring the preparation of a Subsequent EIR or Negative Declaration.

II. Background

The 1998 Central Disposal Site Improvement Program EIR described various improvements to be made at the Central Disposal Site within the County's waste management system, including expansion into the East and West Canyons, to gain additional waste disposal capacity, and other operational improvements. Phases I and II of the East Canyon (Landfill 2) expansion have been constructed and disposal of waste commenced in August 2002. Landfilling in this area will include placement of refuse up to and overlapping the first landfill at the site (Landfill 1). The West Canyon expansion described in the 1998 EIR has not yet been constructed and is not proposed for development as part of the proposed project.

The 1998 REA EIR described a project to extract rock in an area that has been planned for refuse disposal since 1971, and create an area for approximately eight months of landfill capacity. This would include the placement of refuse up to and overlapping Landfill 1, within the 1971 permitted boundary of the Central Landfill. The rock extraction component of this project has been completed, but no preparation of the area for refuse placement has yet occurred. This preparation and placement of refuse in the REA is now part of the proposed project.

The 2012 Reopening Addendum described a project to construct new waste cells within the currently permitted footprint of the Central Disposal Site, as described in the 1998 EIR, and complete waste disposal operations in accordance with all applicable regulatory and permit requirements. The 2012 Addendum includes a detailed discussion of the proposed liner system; In addition, the 2012 Reopening Addendum analyzed a number of changes in the setting and circumstances since the 1998 EIR's were certified, including: the detection of trace amounts of VOCs in the Landfill 2 underdrain; the California Air Resources Board's (CARB) designation of diesel particulate matter (DPM) as a toxic air contaminant on August 27, 1998; the designation of California tiger salamander (CTS) as an endangered species by the U.S. Fish and Wildlife Service (USFWS), and as a threatened species by the California Department of Fish and Wildlife; and the designation of California tiger salamander Critical Habitat by the USFWS.

III. Proposed Action

The County proposes to enter into a Master Operations Agreement ("MOA", or "Agreement") with a private company, Republic Services of Sonoma County, Inc. ("Republic", or

⁴ In addition, this Addendum provides updated traffic information and analysis.

“Contractor”) to operate the County’s solid waste system and reinitiate 100% landfilling at the Central Disposal Site (Landfill), and also operations of the transfer stations (the “Project”) located in Sonoma, Healdsburg, Guerneville, Annapolis, and at the Central Disposal Site.

The MOA with the County includes long-term management, development, environmental compliance, and operations of the Central Landfill and transfer stations. The County will retain ownership of all underlying property. Republic’s development responsibilities will include capitalization and construction of landfill liners in accordance with approved permits, as well as installation of a Material Recovery Facility (MRF), which includes equipment inside the tipping building, to process dry commercial, construction debris and select self-haul materials. In addition, as part of the MOA, Republic will implement a program for the separate collection of commercial food waste. This program will collect this material, travel to the Landfill for weighing, and leave to an out-of-County location for processing, until such time as the new Compost Facility, proposed by the Sonoma County Waste Management Agency, is operational and accepting food waste. Included in the scope of Republic’s responsibility will be the management, operation and maintenance of the existing Gas to Energy Plant. There are terms included within the MOA to address regional solid waste and climate protection goals, including diversion incentives and reporting, rate structure including initial tipping rates and future rate control, concession payments, and employees.

The Agreement will allow Republic to assume the County’s role in Landfill operations, and to construct new waste cells within the currently permitted footprint of the Central Disposal Site, and complete waste disposal operations in accordance with all applicable regulatory and permit requirements. The following areas are proposed to receive waste as part of this project: the remaining phases of Landfill 2 (Phases III, IV and V), the Compost Area of Landfill 1, and the Rock Extraction Area (within the 1971 permitted footprint). All of these areas have been fully evaluated in previous CEQA review – all phases of Landfill 2 were evaluated in the 1998 EIR for the Central Disposal Site Improvement Program EIR, while the REA was evaluated in the 1998 Central Disposal Site Rock Extraction Project EIR.

In addition to assuming the County’s role in landfilling, the Contractor will incorporate more protective liners in the construction of landfill cells, and add a liner system in areas where new waste will abut and overlap Landfill 1, which will direct leachate to the leachate collection system. These additional protections were described in detail in the 2012 Reopening Addendum. In addition to landfilling, the proposed MOA would require the Contractor to seek the permits and approvals required to install and operate the MRF, and implement a commercial food waste collection program. The potential impacts of these new components are analyzed in this Addendum. The Addendum also provided updated traffic information and analysis.

IV. Changes to the Project Setting/Change in Circumstances

Only two changes in the setting and circumstances have occurred since the 2012 Reopening Addendum was prepared. These changes are: 1) potential changes in background traffic levels in the landfill vicinity, and 2) the consideration, as an alternative in a Draft EIR (*Sonoma County Waste Management Agency Compost Facility Recirculated Draft EIR, October 2012*), of a

continuing and expanded composting operation at the Central Disposal Site. The potential impacts associated with these changes are considered in this Addendum.

VI. Discussion of Potential Impacts

The following discussion considers environmental issue areas relative to the proposed MOA and transfer of operations of the County's solid waste system, that have changed since adoption of the previous environmental documents. The analysis addresses whether any of the changes would result in significant new or substantially more severe impacts than previously analyzed, such that the preparation of a Subsequent EIR or Negative Declaration would be required.

Note that there is no further discussion below as it relates to the transfer stations located in Sonoma, Healdsburg, Guerneville, and Annapolis. The MOA will simply result in a change in the operator of these facilities from the County to Republic Services of Sonoma County, Inc., with no change in operations at any of these facilities. This change in operator would not give rise to any physical impacts on the environment, and is not discussed further.

Traffic:

The 1998 EIR analyzed traffic impacts of the various operational improvements at the Central Disposal Site to a horizon year of 2014, as well as the cumulative traffic impacts associated with an additional 8 months of landfilling capacity achieved through the Rock Extraction Project (i.e., extending the horizon year until 2015). Given the horizon year of the proposed MOA of approximately 2033, a new traffic study was undertaken (*Traffic Impact Study for the Master Operations Agreement for the Central Disposal Site*, Crane Transportation Group, March 18, 2013).

This study considered intersections and roadway segments in the vicinity of the landfill, and analyzed the a.m. peak hour traffic impacts at these locations (when traffic in the vicinity of the Central Disposal Site is heaviest), as was done in the traffic study for the 1998 EIR. The study updated the traffic counts for the a.m. peak hour on affected roads, traffic projections into the future on affected roadways, and also used revised projected trip generation information into and out of the facility during the a.m. peak hour (with traffic counts for vehicles entering the landfill conservatively adjusted to reflect the peak season). The study conservatively considered September 2013 as the point in time for which to compare future years. This date was chosen because this is when 100% outhauling of waste to out-of-County landfills would begin if the MOA is not implemented. For purposes of the traffic study, it was assumed that landfilling would continue operations to the year 2040, with the interim year 2025 also evaluated ⁵. The traffic was then compared to the projected horizon years to determine if the project would result in any new or substantially more severe significant impacts than disclosed in the 1998 EIR ⁶.

⁵ Note it is likely that landfilling could occur for longer than 20 years, depending upon growth in the County, waste generation, and diversion rates of recoverable materials.

(Footnote cont'd on next page)

Note that the traffic study utilized the County Traffic Model, which includes traffic projections for a number of nearby existing or proposed projects, including the Roblar Road Quarry, the Stony Point Road Quarry, and the Graton Rancheria Casino and Hotel Project. In addition, the traffic study conservatively included projections for a continued and expanded composting operation at the landfill, as the Compost facility remaining at the landfill is currently under consideration as an alternative in a Draft EIR (*Sonoma County Waste Management Agency Compost Facility Recirculated Draft EIR, October 2012*). Note the traffic generated during the am peak hour by the proposed MRF and commercial food waste collection program is included in the traffic projections used in the traffic study.

The updated traffic study found that, without the project, two intersections will meet a signal warrant in 2013: 1) the intersection of Stony Point Road and Roblar Road would meet the peak hour signal warrant criteria, and 2) the intersection of Stony Point Road and West Railroad Avenue would also meet the same signal warrant criteria. With implementation of the project, the minor increase in traffic would not trigger any significant additional delay at these intersections, nor result in any new significant impacts on any study intersections or roadway segments. Accordingly, the traffic study confirms that the proposed project will not result in significant new or substantially more severe traffic impacts than were previously identified.

Noise:

Traffic Noise: The primary noise generated at the Central Disposal Site is related to traffic to and from the facility. For this project, the a.m. peak hour projections for traffic to and from the facility were updated from the 1998 EIR, based on actual traffic counts in 2013 and adjusted for peak season. Based on these revised traffic projections, the proposed project will generate fewer a.m. peak hour vehicles than projected in the 1998 EIR. Because of this, there would be no new significant or substantially more severe long-term traffic-related noise impacts as a result of the proposed project than those already analyzed.

Operational Noise: The 1998 EIR found no significant impacts related to long-term operational noise from landfilling or the public tipping building. It is likely that, when full landfilling resumes, the operator will use newer equipment than the County has used in the past, will likely be using fewer pieces of equipment than the County has used, and the equipment will be more dispersed across the landfill site. Accordingly, long-term operational noise impacts are likely to be even less than identified in the 1998 EIR.

Materials Recovery Facility:

The project also includes the proposed installation of a Material Recovery Facility (MRF) within the existing public tipping building, as described above in the Project Description. The contemplated MRF has a number of components, which include conveyor belts, sorting

⁶ The traffic projections during the a.m. peak hour for landfilling in the future horizon years used in the traffic study were based on actual counts in 2013, and are less than those projected in the 1998 EIR, most likely because the growth rate and subsequent waste generation rate assumptions were over-estimated in 1998.

platforms, a baler (used to bale commodities e.g. plastic, metal, cardboard, glass, etc.), and screening equipment. The County has received a preliminary drawing of the MRF, but a detailed design has not yet been undertaken and finalized. It is currently anticipated that all of this equipment will be located within the tipping building, and be powered by electric motors only. This building currently has three sides and is open on the north side. The MRF is proposed to be operated five days a week for nine hours, with limited hours on Saturday. A detailed analysis of the impacts of the MRF is not practical until more concrete design plans and details are available. Construction and operation of the MRF will require permits from the County and CalRecycle, which will require more detailed CEQA review. In the case of CalRecycle, the MRF will require an amendment to an already existing CalRecycle Solid Waste Handling Permit. In the case of the County, the MRF will require a Use Permit due to the modifications in existing operations at the tipping building. The MOA commits Republic to seek to permit the MRF, but all contractual obligations related to construction and operation of the MRF are explicitly contingent on a more detailed CEQA review, based on detailed plans. The MOA does not commit the County or Republic to construct or operate a MRF. Nonetheless, the following potential impacts are discussed based on available information.

Noise:

The 1998 EIR analyzed the noise associated with the unloading of refuse and the loading of transfer trailers that occur in the public tipping building. The EIR found that due to the relatively low level of activity, the large distance (a minimum of 1,000 feet) to the nearest receptor, and an intervening ridgeline, the resulting noise levels associated with activities in the public tipping building would not have a significant noise impact. With the addition of the MRF inside the building, it is possible noise levels may increase, although distance and topography will continue to provide noise attenuation. Republic will be contractually obligated to operate the MRF in compliance with applicable County noise standards, including Table NE-2 of the Sonoma County General Plan 2020 (County of Sonoma, September 2008). Appropriate noise mitigation that will achieve compliance based on the design of the MRF is well understood, and will be considered in the context of permits from the County and CalRecycle. Typical noise-attenuating measures could include noise barriers, noise blankets, or shielding of noise-generating motors and equipment.

Odor:

In addition to noise, it is possible that the MRF will generate odors as a result of the change of the handling of the current waste stream. The public tipping building currently handles both putrescible (wet) and non-putrescible (dry) waste. Per section 6.2 of the Agreement, the MRF will process dry commercial waste, Construction and Demolition material (C&D) and selected Self-Haul materials. Self-Haul materials that contain putrescible waste would not be deemed appropriate for processing. Thus, the MRF will only process dry, non-putrescible waste, and odor impacts are not anticipated to increase. Further, in operating the MRF, Republic will be contractually obligated to comply with applicable laws, which include specific BAAQMD regulations governing odor. In addition to Republic's contractual obligations, BAAQMD may also enforce these regulations. The MRF will be subject to BAAQMD Regulation 1-301, Public

Nuisance, and Regulation 7, Odorous Substances, both of which limit a source from discharging odorous compounds. Violations could lead to civil penalties or an injunction stopping operation of the facility.

Appropriate mitigation measures to maintain compliance will be considered in the context of permits from the County and CalRecycle. It is anticipated that, with design features and other measures, and with legal compliance, that odor impacts of the MRF will be less than significant

With implementation of appropriate mitigation measures for the MRF, and in light of Republic's legal obligations, there is no basis to conclude that new significant or substantially more severe noise or odor impacts from landfill operations than previously analyzed would result.

Other Issues Related to the Materials Recovery Facility:

Other potential impacts associated with the MRF were considered, and include the possibility of hazardous materials entering the facility, the potential for fire risk, and increased dust emissions. These are discussed below.

Hazardous Materials: The Landfill does not accept hazardous materials (except at the Household Hazardous Waste Facility, operated by the Sonoma County Waste Management Agency). The County has implemented a comprehensive Load Checking Program (Program) to discourage and prevent the improper disposal of prohibited waste. The Program is designed to identify hazardous waste and other ineligible waste and prevent their disposal at the Landfill. The Program requires operations personnel be trained to identify prohibited waste and how to properly handle these wastes.

As vehicles enter the entrance/scale house, loads are visually inspected, and if a contaminated load is observed, the driver is notified that the wastes are not accepted, and they will be allowed to dump everything but those unacceptable items. All waste loads are placed on the tipping building floor, and waste screening is performed by operations personnel. If hazardous wastes are found, staff will take the necessary steps for proper segregation and storage of the materials in hazardous waste lockers.

The MRF will also use this load checking process, and all workers of the MRF operations will have the necessary hazardous waste training.

Fire Risk: The MRF, like the tipping building, would continue to be subject to applicable fire standards, pursuant to Public Resources Code section 44151. In addition, the County has a Fire Prevention Plan (Plan) for the entire Landfill site. This Plan includes the public tipping building, in which the proposed MRF would be located. The building currently includes the following fire control systems: a fire alarm system, an automatic sprinkler system, and portable fire extinguishers. The Plan would be updated, as necessary, when the MRF is installed.

Dust Emissions: MRF's can represent a potential source of dust emissions. The existing tipping building, in which the MRF will be constructed, already contains a dust suppression system –

misters. No additional dust suppression is anticipated being necessary, although, if warranted, modifications or additions can be made to the existing system.

Cumulative Traffic Impacts:

Two new projects with the potential to contribute to cumulative impacts were identified in the 2012 Reopening Addendum, and one additional project, the Graton Rancheria Casino and Hotel Project are now considered below:

Stony Point Quarry – the proposed project consists of a revised Reclamation Plan and 20-year mining Use Permit, which includes a 14-acre expansion area for mining. A Mitigated Negative Declaration (MND) was adopted for the project, and Use Permit granted in December, 2012. The project includes a minor revision to the maximum allowable mining amount from the current production limits, as part of the vested rights of the quarry.

Roblar Road Quarry - this project, which proposes a new, 65-acre hard rock quarry on Roblar Road. A Final EIR was certified in December 2010 by the County, but currently is in litigation. The quarry proposes to mine approximately 570,000 cubic yards of material annually, for a mining period of 20 years.

Graton Rancheria Casino and Hotel Project (Casino) – this project, currently under construction, consists of a 413,000 square foot casino/hotel. The project is located on Wilfred Avenue in Rohnert Park.

The following analysis considers whether the Roblar Road Quarry, the Stony Point Road Quarry, and the Casino, along with the proposed project could result in cumulative traffic impacts not previously addressed.

The Stony Point Road Quarry is expected to generate an additional 18 truck trips during the am peak hour. The estimate is that 2/3 of this traffic travels to and from the north and the remaining 1/3 would travel to and from the south (*Traffic Impact Study for Stony Point Road Quarry, W-Trans, November 30, 2011*). The environmental document found no significant impacts during the am peak hour related to the new truck trips generated by the project. Note that the Traffic Study for the MOA (see Traffic discussion above) modeled the roadway system in the Landfill vicinity, and included projections for the various land uses, including the Quarry, thus the minor increase in traffic is accounted for in the modeling.

The Roblar Road Quarry project would generate approximately 28 truck trips during the am peak hour. Some of the haul routes for the proposed quarry include the same intersections utilized by the proposed project, including the intersections of Stony Point Road/Roblar Road, Stony Point Road/West Railroad Avenue, and Stony Point Road/Mecham Road.

The Casino Project is projected to generate substantial traffic (National Indian Gaming Commission Record of Decision, *Approval of Management Contract for Gaming Facility at the*

Wilfred Site in Sonoma County, California, for the Federated Indians of the Graton Rancheria, October 8, 2010); however, only a small fraction (5%) of the total daily traffic is shown to travel through any of the same intersections studied as part of the proposed project (Stony Point Road at Hwy 116, and Hwy 116 at Hwy 101). In addition, since the traffic study was complete, Highway 101 in the Casino vicinity has been upgraded with an additional HOV lane and improved on and off ramps, there further reducing traffic use of the Hwy 101/Hwy 116 intersection. The Casino project does not result in impacts to any of the intersections studied as part of the MOA. In addition, the Sonoma County Traffic model used for the traffic study included traffic generated by the Casino.

The Stony Point Road/Mecham Road intersection has been signalized since preparation of the 1998 EIR, and no significant cumulative impact will occur there. Both the Stony Point Road/Roblar Road and Stony Point Road/West Railroad Avenue intersections are identified as meeting signal warrants in both the 1998 EIR and in the updated traffic study for this Addendum. Given the low number of truck trips from both projects, and their distribution over the haul routes during the a.m. peak hour, the cumulative traffic impact at these two intersections would not be substantially more severe than previously identified.

VII. Conclusion

As shown in this Addendum, although there are some minor changes in the project and project circumstances, these changes will not result in any new significant effects, or substantially more severe significant effects than previously examined in the prior environmental documents. In addition, no new information of substantial importance that was not known and could not have been known with the exercise of reasonable diligence at the time the prior EIR was certified has been identified that shows that mitigation measures or alternatives that were previously found to be infeasible are now feasible and would substantially reduce one or more significant effects of the proposed project, or that mitigation measures or alternatives considerably different from those analyzed in the prior EIR would substantially reduce one or more significant effects of the proposed project but are not being adopted. Accordingly, a subsequent EIR or Negative Declaration is not required, and this analysis will serve as an Addendum.



County of Sonoma
Agenda Item
Summary Report

Agenda Item Number: 47
(This Section for use by Clerk of the Board Only.)

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

To: Board of Supervisors

Board Agenda Date: April 23, 2013

Vote Requirement: Majority

Department or Agency Name(s): Board of Supervisors

Staff Name and Phone Number:

Supervisorial District(s):

Supervisor David Rabbitt, 565-2241

Second District

Title: Fee Waiver, Sonoma County Farm Trails, Barn Dance Gala

Recommended Actions:

Approve request for a fee waiver in the amount of \$1,675.00 for a Friends of Farm Trails and Gravenstein Apple Fair Barn Dance Gala event to be held on April 27th in Petaluma

Executive Summary:

Prior Board Actions:

None.

Strategic Plan Alignment: Goal 4: Civic Services and Engagement

Fiscal Summary - FY 12-13

| Expenditures | | Funding Source(s) | |
|---------------------------|-----------------|----------------------|-----------------|
| Budgeted Amount | \$ | County General Fund | \$ 1,675 |
| Add Appropriations Req'd. | \$ 1,675 | State/Federal | \$ |
| | \$ | Fees/Other | \$ |
| | \$ | Use of Fund Balance | \$ |
| | \$ | Contingencies | \$ |
| | \$ | | \$ |
| Total Expenditure | \$ 1,675 | Total Sources | \$ 1,675 |

Narrative Explanation of Fiscal Impacts (If Required):

None.

Staffing Impacts

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

Narrative Explanation of Staffing Impacts (If Required):

None.

Attachments:

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

None.

Sonoma County Farm Trails Ban Dance Gala, celebrating 40 years of serving and marketing Sonoma County Farmers.

On April 27th, Sonoma County Farm Trails will be hosting a Barn Dance Gala at the Tresch Family's Olympia Valley Estate.

About the Site:

Olympia's Valley is family-owned and operated in Petaluma, CA. Located in the country between Petaluma and Bodega Bay at 1051 Walker Road Petaluma.

As an original From Farm to Table location, the Tresch Family have been producing some of the best of what agriculture has to offer. They second certified dairy in the state, and their heirloom apples are sought after at local Farmers Markets.

Olympia Nonella Tresch was 15 years old when she came to this valley with her family in 1905 in a horse drawn springboard wagon with 2 holstein dairy cows tied behind it. Over 100 years later, cows are still being milked twice a day and the farm has expanded to include organic apple orchards on over 2,000 acres of land. Olympia's grandson, Joe Tresch, owns and operates the farm along with his wife, Kathy, who tends the orchards. Their three children, Joey, Lindsay, and Lydia, all work on the farm.

A commitment to sustainability and environmental stewardship is literally at the root of the farm mission. Joe and Kathy were the Sierra Club's "Environmentalists of the Year" in 1996. They have won awards for being "Stewards of the Land", and they have personally planted over 10,000 trees and native shrubs and plants on their 2000 acre farm.

About the Event:

Event will feature wine and cheese reception with live music by Cohoots. A locally sourced meal will be catered by Chef Daniel Kedan of the Backyard Restaurant in Forestville. Festivities will begin at 3:30 and the event will end at 10:00pm. Proceeds support this year's Gravenstien Apple Fair.

Parking: Parking will be provided to guest in the front portion of the property, in the fields noted on the map attached.

Bathrooms: 3 portable bathrooms will be rented by the property owner for the event. One of the rented facilities will be a flushable ADA compliant restroom.

Neighbors: Olympias Valley is located on a 2000 acre ranch. The closest neighbor is the home ranch or Joe and Kathy Tresch.

Contact: Andrea Krout (707)565-3754 or Carmen Snyder (707)874-69133

Zoning Permit Application

PJR-004

- Ag. Employee Dwelling Unit
 - Biotic Resource
 - Confined Livestock
 - Daycare-Large Family
 - Home Occupation
 - Horse Boarding
 - Landmarks Commission
 - Minor Timberland Conversion
 - Mobile Home
 - Non-conforming Uses
 - Second Units
 - Setback Averaging/Reduction
 - Special Events
 - Telecommunications Facility
 - Other _____
- File#: _____

Applicant (Contact Person):

Carmen Snyder
Name
3525 Hillcrest Ave.
Mailing Address
Sebastopol CA 95472
City/Town State Zip
707. 874-6133
Phone
Carmen@farmtrails.org
Email
Carmen Snyder 4-4-13
Signature Date

Owner, if other than Applicant:

Kathy Tresch
Name
1051 Walker Rd.
Mailing Address
Petaluma CA 94952
City/Town State Zip
(707) 762-7952
Phone
Kathy@tworockranch.com
Email
Signature Date

Other Persons to be Notified: (Specify: Agent, Lender, Architect or Engineer)

| | | | |
|--|---------------------|-------|---------------------|
| <u>Andrea Krout</u> Name | _____ | Name | _____ |
| _____ | Mailing Address | _____ | Mailing Address |
| _____ | City/Town State Zip | _____ | City/Town State Zip |
| _____ | Title | _____ | Title |
| <u>(707) 565-3754</u> Phone | _____ | Phone | _____ |
| <u>akrout@sonoma-county.org</u> Email | _____ | Email | _____ |

Project Information:

1051 Walker Road Petaluma
Address(es)
Petaluma
City/Town
Assessor's Parcel Number(s) _____
Ranch/Dairy/Special Event Center
Project Description: (Please attach additional sheet(s) if needed)
See attachments

Site Served by Public Water? Yes No Site Served by Public Sewer? Yes No

I/we agree to comply with the attached performance standards/conditions.

Carmen Snyder
Signature of Applicant Date

DO NOT WRITE BELOW THIS LINE - To Be Completed by PRMD Staff

Zoning permit approved by: _____
Signature of Planner Date
Planning Area: _____ Supervisorial District: _____ Current Zoning: _____ General Plan Land Use: _____
Specific Plan: _____ S.P. Land Use: _____ Needs CEQA Review? yes no
Violation? yes no; Application resolve planning violation? yes no; Penalty applicable? yes no; Civil Penalty Factor _____
Previous Files: _____
Application accepted by _____ Date _____

Sonoma County Permit and Resource Management Department
2550 Ventura Avenue ❖ Santa Rosa, CA ❖ 95403-2829 ❖ (707) 565-1900 ❖ Fax (707) 565-1103

Special Events/Cultural Events - Agency Approvals

PJR-025

Applicant Sonoma County Farm Trails

Event Title or type of event 40th Birthday SCFT

Activities included in event(s) dinner / dance

File No. April 27 3pm - 10pm

Event(s) date(s) and hours 250

Attendance at each event

Signatures from the following departments/agencies must be obtained prior to issuance of a Special/Cultural Event by the Permit and Resource Management Department (PRMD). If the application is approved, PRMD will issue a zoning permit specifying all conditions of approval. The applicant must comply with all conditions of approval.

| | |
|---|---|
| PRMD Building Inspection 2550 Ventura Avenue Santa Rosa, CA 95403 TEL (707) 565-1900 FAX (707) 565-1972 | Condition(s): _____ _____ _____ Signature _____ Date _____ |
| PRMD Project Review Health Specialist (Porta-toilets, trash containers, noise) 2550 Ventura Avenue Santa Rosa, CA 95403 TEL (707) 565-1683 FAX (707) 565-1103 | Condition(s): _____ _____ _____ Signature _____ Date _____ |
| PRMD Encroachment Section (Public right-of-way) 2550 Ventura Avenue Santa Rosa, CA 95403 TEL (707) 565-3626 or 565-3645 FAX (707) 565-3313 | Condition(s): _____ _____ _____ Signature _____ Date _____ |
| Fire Services/Local Fire District (Emergency Services) 2550 Ventura Ave. Santa Rosa, CA 95403 TEL (707) 565-2191 FAX (707) 565-1972 | Condition(s): _____ _____ _____ Signature _____ Date _____ |
| Sonoma County Environmental Health (Food preparation, service, handling) 625 5 TH Street Santa Rosa, CA 95404 TEL (707) 565-6565 FAX (707) 565-6525 | Condition(s): _____ _____ _____ Signature _____ Date _____ |
| Sonoma County Sheriff (Traffic, safety) 2796 Ventura Avenue Santa Rosa, CA 95403 TEL (707) 565-2511 FAX (707) 526-0403 | Condition(s): _____ _____ _____ Signature _____ Date _____ |
| California Highway Patrol 6100 Labath Avenue Rohnert Park, CA 94928 TEL (707) 588-1400 FAX No FAX # | Condition(s): _____ _____ _____ Signature _____ Date _____ |

Google

To see all the details that are visible on the screen, use the "Print" link next to the map.

Parking 60 100+



220?



COUNTY ASSESSOR'S PARCEL MAP

TAX RATE AREA
168-001

22-05

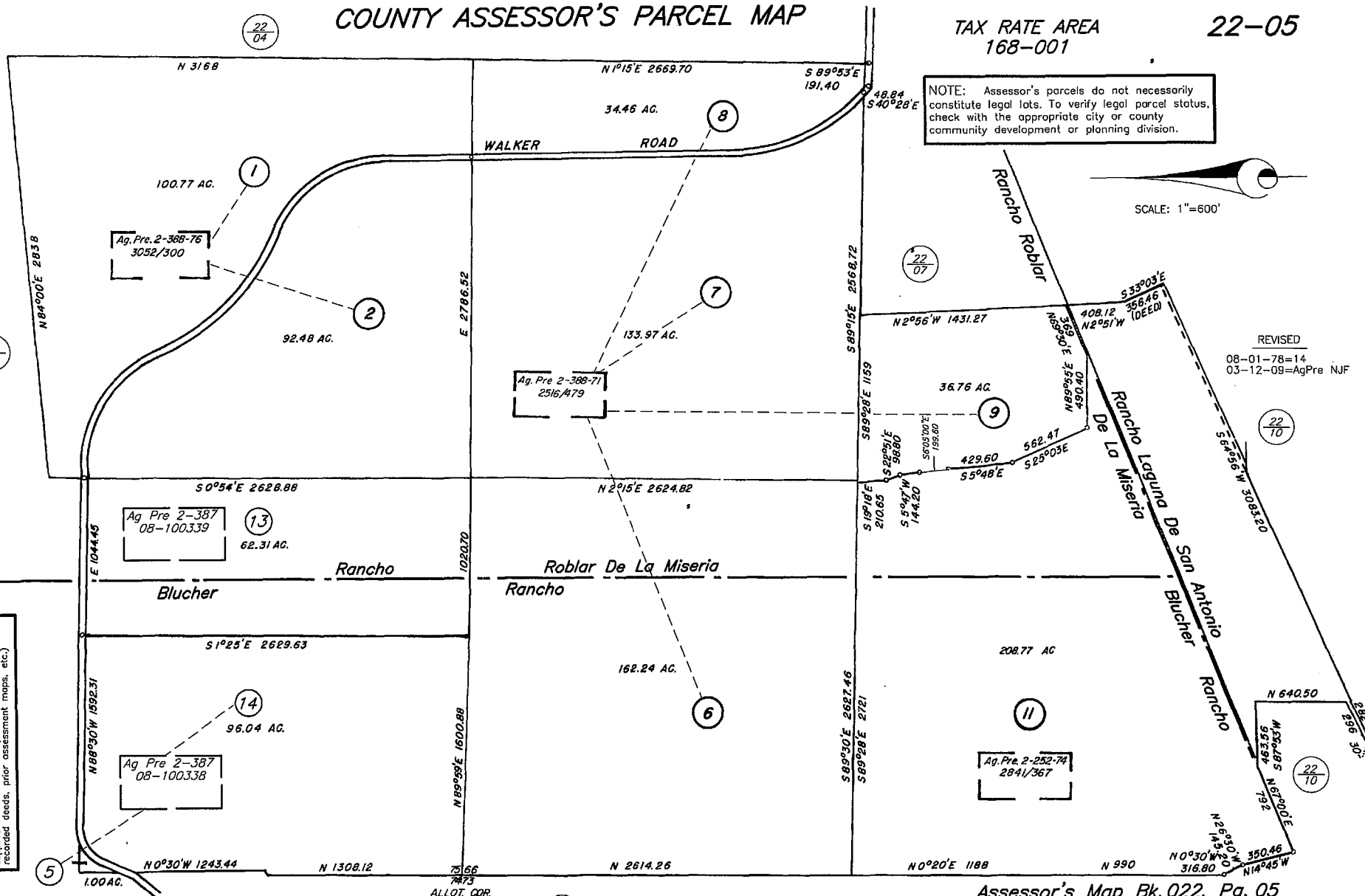
NOTE: Assessor's parcels do not necessarily constitute legal lots. To verify legal parcel status, check with the appropriate city or county community development or planning division.



SCALE: 1"=600'

REVISED
08-01-78=14
03-12-09=AgPre NJF

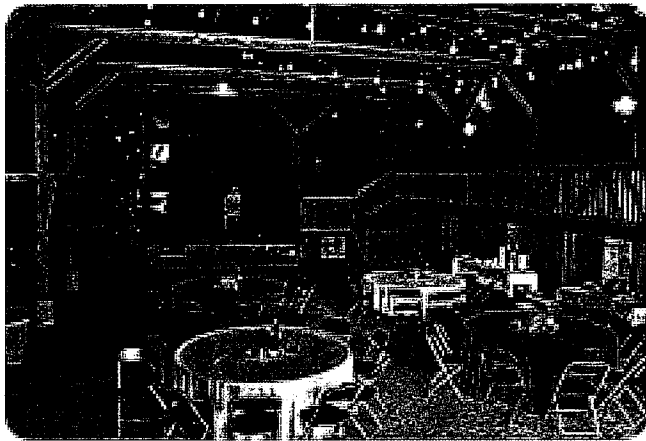
NOTE: This map was prepared for Assessment purposes only and does not indicate either parcel legality or a valid building site. No liability is assumed for the accuracy of the data delineated. The bearings are based on the recorded survey maps, recorded deeds, prior assessment maps, etc.



Friends of Farm Trails and Gravenstein Apple Fair

Barn Dance Gala

Come raise the chandeliered roof at Olympia's Barn in Two Rock!



**Dining and dancing and toasting the 40th Birthday of
Sonoma County Farm Trails and the Gravenstein Apple Fair!**

**Farm Tour & Animal Cuddling (meet tiny piggies, goats, lamb, bunnies, chicks)
Wine & Cheese Reception ~ Live Music by Cahoots
Farm to Table Meal by Chef Daniel Kedan of Backyard, Forestville**

April 27 ~ 3:30pm to 10:00pm

Adults: \$50 • Couples: \$80 • Children under 12: \$10

Two Rock Ranch, 1051 Walker Rd, Petaluma CA 94952

Proceeds support this year's Gravenstein Apple Fair.

*If you haven't seen Kathy and Joe Tresch's stunning farm, it's worth the price of admission alone!



From
SONOMA COUNTY FARM TRAILS
5880 Carroll Road, Petaluma, CA 94952-9776
(707) 837-8896 | farmtrails@farmtrails.org



© 2013 Sonoma County Farm Trails



County of Sonoma Fee Waiver Policy

Authority: Board of Supervisors
Approval Date: June 2, 2009
Effective Date: July 1, 2009

1. Purpose

The purpose of this policy is to establish guidelines to be used to evaluate requests for fee waivers and to implement a structure and process through which consistent information for fee waiver requests will be collected and evaluated.

2. Background

Sonoma County is facing unprecedented fiscal challenges. As a result of the economic downturn, job and income losses, declining home values, and reduced consumption, the County’s major sources of revenue property tax and sales tax have declined substantially. The situation is exacerbated by an increase in demand for county services. In light of this new fiscal reality, the county is reviewing all resource allocation decisions. Fee waivers, are an expense to the County General Fund. Fees are established to pay for the cost of a service provided by a county department. When a fee waiver is granted, the County General Fund pays the department in an amount equal to the fee waived.

3. Policy

The Board of Supervisors may, at their sole discretion, approve or disapprove fee waiver requests. Effective July 1, 2009, the following general guidelines will be used to assist in the determination of whether a requested fee waiver is eligible or ineligible.

| Eligible for fee waivers | Ineligible for fee waivers |
|---|--|
| Community based organizations (CBO) or non-profits providing a direct service that is similar to or complimentary to a key county policy goal or direct service that the county is typically responsible for providing; e.g. emergency or economic assistance or basic sustenance needs (emergency food, shelter, etc.) | Flood elevation program fees |
| | Other county department fees |
| | Other governmental agencies – unless they can demonstrate an inability to pay the county fee |
| Governmental agencies that do not receive tax funding and can demonstrate an inability to pay the county fee | Fund raising events - where attendees pay a fee for admission to the event or in the case of festivals where vendors pay to participate in the event |

4. Phased in Reduction for CBOs and Non-Profits

CBOs and non-profits that have received a fee waiver in the 12 months prior to the effective date of this policy, for an activity/event that may no longer be eligible under this policy, will be considered for a phased reduction in fees as follows:

- Year 1 – Up to two-thirds of the fee amount previously waived, may be waived
- Year 2 – Up to one-third of the fee amount previously waived, may be waived
- Year 3 – Fee waiver ineligible

The phased-in reduction does not apply to CBOs and non-profits who received fee waivers for a fund raising activity/event, where the CBO or non-profit has the ability to set entry or participation fees at a level necessary to cover costs, including the cost of any associated fees.

5. Fee Waiver Request Form

Fee waiver requests submitted on or after June 2, 2009, must be accompanied by a Fee Waiver Request Form (Attachment A). Copies of this form may be obtained from the County of Sonoma, Clerk of the Board of Supervisors, located at 575 Administration Drive, Room 100A, Santa Rosa, CA, 95403, or at the following website: <http://www.sonoma-county.org/board/index.htm>.

Fee Waiver Request Forms must be complete, signed, and accompanied by supporting documentation to demonstrate eligibility for the requested fee waiver. Demonstrated eligibility does not assure approval of a fee waiver request.

Completed Fee Waiver Request Forms shall be submitted to the Clerk of the Board of Supervisors at the address above. The Clerk will forward requests to the Board Member specified by the applicant.



County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 53 2:10 P.M.
(This Section for use by Clerk of the Board Only.)

To: Sonoma County Board of Supervisors

Board Agenda Date: April 23, 2013

Vote Requirement: Majority

Department or Agency Name(s): Agricultural Commissioner/Sealer

Staff Name and Phone Number:

Tony Linegar, 707-565-2371

Supervisorial District(s):

All

Title: Agricultural Commissioner/Sealer Fees

Recommended Actions:

1. Adopt resolution approving the Agricultural Commissioner/Sealer's new fees to recover reasonable costs of providing services for Certified Producer Certificates, Grower Workshop Registration, Agricultural Grading, Agricultural Drainage, Vineyard/Orchard Development (VESCO), VESCO Best Management Practices manual, and hourly rates for engineer services.
2. Adopt resolution introducing, reading the title of and waiving further reading of a proposed ordinance to amend Sonoma County Code Sections 30-6, 30-7, 30-10 and 30-14 to update fees for automatic point of sale station registration, weighing/measuring device reinspections to recover the reasonable cost of providing those services, and penalties for delinquent payment of reinspection fees.

Executive Summary:

The Agricultural Commissioner/Sealer is requesting the Board of Supervisors approve fees and policies related to fees to help recover cost. These fees will not exceed the reasonable cost of providing services.

Agricultural Division:

Certified Producer's Certificates (CPC) allow agricultural producers to sell fruits, nuts, and vegetables at Certified Farmers' Markets. In FY 12-13 a new system was launched that allows producers to complete the registration process online, which will improve accuracy and reduce staff time. In order to encourage use of the system, the department is recommending introducing a fee that is one half of the CPC fee charged for those that do not use the online system; this equates to an online fee of \$33.50 in FY 13-14. The reduced fee reflects the reduction in costs required to provide this service when the customer uses the online registration system. The standard CPC registration fee of \$67 is not being changed for FY 13-14. Upon approving the certification the department provides up to three embossed copies of the certificate at no additional charge. However, any addition copies will be charged at \$0.32 per page.

The Annual Grower Workshop Registration fee would be reduced to \$10 from \$15 for pre-registration

and increased to \$20 from \$15 for registration on the day of the event. There is an increase in staff time required for processing same day registration so there would be an increased fee to recover the costs of providing that same day service. These fees would encourage early registration, improving staff efficiencies.

Agricultural Grading, Agricultural Drainage, and Vineyard/Orchard Development (VESCO) project review and permitting. In 2008 the Board adopted the Grading, Drainage, and Vineyard and Orchard Site Development Ordinance (Chapter 11) which added agricultural grading and drainage standards under the administration of the Agricultural Commissioner. Under an MOU between the Agricultural Commissioner's Office and the Permit and Resource Management Department (PRMD), PRMD has been implementing agricultural grading and drainage because the Agricultural Commissioner's Office did not have an engineer as a resource to review these projects. The department is prepared to assume administration of this work starting July 1, 2013. This change will allow the evaluation of agricultural grading and drainage elements of these projects to be incorporated into the VESCO review which will eliminate redundancies in the review process. This streamlined approach provides a more holistic review of these projects. The increased efficiency of consolidating this process under the oversight of a single agency will allow for a reduction in the total cost of projects that include VESCO and agricultural grading and/or drainage elements. Under the ordinance agricultural grading and drainage is for agricultural cultivation with agricultural grading excluding reservoirs, roads, dams, lakes, ponds, or pads for structures. For projects involving only vineyard/orchard planting with agricultural grading and/or drainage, applicants will be able to submit one application packet with sets of plans and fees to one agency rather than submitting multiple project applications, sets of plans, and fees, and correspond with a single agency rather than navigating two separate processes from applying through construction of the project. Because of this significant change in how projects are reviewed, a series of new fees are proposed by the department as indicated in the table below. These fees include all applicable costs such as: VESCO review, engineering review, code enforcement, planning/zoning, well and septic review, and post approval monitoring review. Historically, project costs did not have a flat rate, rather costs were determined based on specific characteristics of individual projects. In evaluating the new, flat rate structure, the department was able to compare the proposed rates to total actual project costs and confirmed that total project costs will be decreasing by an average of 20%.

Projects that do not include any agricultural grading and/or drainage elements will be subject to VESCO only rates; these rates are increasing by 5%. In addition, the department is introducing a new size tier for projects over 100 acres; previously these projects were included in the fee category for projects over 50 acres. The department is recommending the new size tier due to the fact that these larger projects are becoming more common, and the costs to conduct site visits and plan reviews on sites this large are considerably higher.

VESCO rates have not been increased since FY 10-11. See Attachment 1 for detailed table of comprehensive VESCO and agricultural grading and drainage fees. The new fees would replace the existing VESCO project review fees except the Pre-Site Consultation Service fee and the Additional On-Site Inspection service fee which are based on established hourly rates. New engineer services and rates are being added for Senior Technician at \$91/hour, Assistant Geologist at \$91/hour, Assistant Engineer at \$110/hour, and Associate Engineer at \$145/hour.

The new VESCO and agricultural grading and drainage fees shown in Attachment 1 incorporate a new Technology Enhancement Fee to make key improvements in the technological infrastructure used in the VESCO and agricultural grading and drainage programs. This fee is set at \$18 per permit, consistent with PRMD's fees for this purpose which were approved by the Board last fiscal year. The Agricultural Commissioner's Office uses the same technology system used by PRMD and it's been determined that the permitting software is at the end of its functional life and must be replaced in the near future. Objectives include improved public access to information and better tools for the department to manage and measure workload.

A new fee for the best management practices manual for VESCO projects is being introduced at \$10 per copy to help recover cost to print this manual. The manual is also available to the public through the department website at no charge. The recommended Agricultural Division fees would result in an estimated \$30,650 increase in revenue for FY 13-14 compared to FY 12-13. This is primarily a result of an estimated \$16,000 increase from the agricultural grading and drainage project fees (new services provided by the department) and estimated \$16,500 increase in VESCO project fees.

Weights and Measures Revisions:

Section 13350 of the Business and Professions Code states the Board of Supervisors may charge an annual registration fee, not to exceed the county's total cost of actually determining the pricing accuracy of a retail establishment using a point of sale (POS) system also known as scanners. These fees are part of the Sonoma County Code Chapter 30 and are based on the number of POS 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 \$213 from \$194 for establishments with 1-3 POS (sample size of 10), to \$327 from \$284 for establishments with 4-9 POS (sample size of 25), and to \$365 from \$304 for establishments with 10 or more POS (sample size of 50). 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 mandated annual inspection requirements.

Section 12240 of the Business and Professions Code states the Board of Supervisors may charge an annual registration fee, not to exceed the county's total cost of actually inspecting or testing the devices as required by law, to recover the costs of inspecting or testing weighing and measuring devices required of the County Sealer pursuant to Section 12210, and to recover the cost of carrying out Section 12211. Reinspections are performed when there is a violation or when a device has been re-calibrated after being initially inspected. Currently there is only a fee for reinspection involving violations. The new fee would allow for cost recovery of reinspections of re-calibrated devices. The fee for this service is the staff, currently at \$113/hour, and when applicable the equipment hourly rates of \$13/hour for propane prover and \$32/hour for heavy capacity truck. Also, a 50% penalty for delinquent payments for device reinspection fees would apply after 30 days and a 100% penalty after 60 days, consistent with other weights and measure fees. The effect of these two changes combined is an estimated \$32,277 increase in revenue for FY 13-14 compared to FY 12-13.

Productivity, Efficiency, and Customer Service Improvement Plan: In an effort to reduce the need for future increases and maintain its services at the current levels, the Agricultural Commissioner's Office will continue the following efforts:

- Identify opportunities to increase efficiencies by adjusting fees that incentivize the public to use services differently and thus conserving staff resources
- Use new technology and software to improve efficiency and service
- Streamline business processes to increase effectiveness and efficiencies

Summary of Expected Results:

- Maintain program effectiveness and efficiency
- Provide service to the community that is expected and required

Prior Board Actions:

On December 4, 2012, the Board adopted increases to Weighing/Measuring Device Registration fees; June 12, 2012, the Board adopted new/revised policy on fees for VESCO projects; April 19, 2011, the Board adopted increases for Certified Producer Certificates and for Automatic Point-Of-Sale Station registration fees; and on April 20, 2010, the Board adopted the new fee for the Grower Workshop registration.

Strategic Plan Alignment

Fiscal Summary - FY 12-13

| 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):

Anticipated revenue increase of \$62,927 will be included in the FY 13-14 Recommended Budget as identified in Attachment 1, Fee and Revenue Summary Chart.

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, Fee and Revenue Summary Chart; Attachment 2, Resolution for Agricultural Commissioner/Sealer Fees; Attachment 3, Resolution to amend Sonoma County Code Chapter 30; Attachment 4, Ordinance with amendments to Chapter 30.

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

FEE AND REVENUE SUMMARY CHART

Agricultural Commissioner Department

| <u>FEE DESCRIPTION</u> | <u>FY 12 - 13 BUDGET UNITS OF SERVICE</u> | <u>FY 12 - 13 RATE</u> | <u>FY 13 - 14 PROPOSED RATE</u> | <u>RATE DOLLAR CHANGE</u> | <u>RATE PERCENT CHANGE</u> | <u>FY 13 - 14 REVENUE INCREASE DUE TO RATE CHANGE</u> |
|--|---|----------------------------|---|-----------------------------------|------------------------------------|---|
| Agriculture Division: | | | | | | |
| Direct Marketing: Certified Producer Certificate (CPC) for User Online Data Entry, 50% of normal fee* | 100 | \$ 67.00 | \$ 33.50 | \$ (33.50) | -50% | \$ (3,350.00) |
| Grower Workshop: Pre-Registration | 310 | \$ 15.00 | \$ 10.00 | \$ (5.00) | -33% | \$ (1,550.00) |
| Grower Workshop: Registration at the Door, deleting previous \$15 registration fee | 30 | \$ 15.00 | \$ 20.00 | \$ 5.00 | 33% | \$ 150.00 |
| Ag/Land Development: VESCO, agricultural grading, and agricultural drainage: see next page | | | | | | |
| VESCO Best Mgt Practices Manual | 20 | \$ - | \$ 10.00 | \$ 10.00 | 100% | \$ 200.00 |
| Technology Enhancement Fee | 150 | \$ - | \$ 18.00 | \$ 18.00 | 100% | \$ 2,700.00 |
| Division Total: | | | | | | <u>\$ (1,850.00)</u> |
| Weights and Measures Division: | | | | | | |
| Automatic Point-Of-Sale Stations: | | | | | | |
| 1-3 Scanners (10 samples) | 403 | \$ 194.00 | \$ 213.00 | \$ 19.00 | 10% | \$ 7,657.00 |
| 4-9 Scanners (25 samples) | 130 | \$ 284.00 | \$ 327.00 | \$ 43.00 | 15% | \$ 5,590.00 |
| 10 or more Scanners (50 samples) | 55 | \$ 304.00 | \$ 365.00 | \$ 61.00 | 20% | \$ 3,355.00 |
| Device Reinspection: reinspections when a device is re-calibrated; fee based on hourly rates for staff (\$113/hr) and equipment (\$0-\$32/hr). Estimate of \$57 is equivalent of 1/2 hour staff time per inspection. | 275 | \$ - | \$ 57.00 | \$ 57.00 | 100% | \$ 15,675.00 |
| Division Total: | | | | | | <u>\$ 32,277.00</u> |
| TOTAL | | | | | | \$30,427.00 |

*a reduced fee by policy was reviewed and accepted by the Board on December 11, 2012, during a report to the Board regarding the CPC and Approved Source online IT systems.



County of Sonoma

State of California

Date: April 23, 2013

Item Number: _____

Resolution Number: _____

4/5 Vote Required

**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California,
Adopting the Agricultural Commissioner/Sealer's New Fees For Certified Producer
Certificates, Grower Workshop Registration, Agricultural Grading, Agricultural Drainage, And
Vineyard/Orchard Development (VESCO), VESCO Best Management Practices Manual And
Hourly Rates For Engineer Services.**

Whereas, California Food and Agricultural Code Sections 47020, Sonoma County Code Chapter 11 and 30, and other provisions of the law authorize the Board of Supervisors by resolution to establish fees to recover the reasonable cost of providing various inspections, reinspections, testing, certificates, amended certificates, registrations, and services made, issued and provided by the County Agricultural Commissioner/Sealer (hereinafter called "The Commissioner/Sealer"), and

Now, Therefore, Be It Resolved, that to recover the reasonable cost of providing various inspections, reinspections, testing, certificates, amended certificates, registrations, and services made, issued and provided by the Commissioner/Sealer, it is necessary to impose the fees and rates set forth below.

Certified Producer Certificate (CPC) for User Online Data Entry \$33.50
 Embossed Copy of CPC After First Three Copies \$0.32 per page
 Grower Workshop: Pre-Registration \$10
 Grower Workshop: Registration at the Door \$20
 VESCO Best Mgt Practices Manual \$10
 Senior Technician Hourly Rate \$91/hour
 Assistant Geologist \$91/hour
 Assistant Engineer \$110/hour
 Associate Engineer \$145/hour

| | <u><10 Acres</u> | <u>10 to <50 Acres</u> | <u>50 to <100 Acres</u> | <u>100 or More Acres</u> |
|---|---------------------|---------------------------|----------------------------|--------------------------|
| <u>Level I VESCO With or Without Tree Removal</u> | | | | |
| No Grading or Drainage | \$603 | \$1,182 | \$1,547 | \$2,009 |
| No Grading, Regular Drainage; or Regular Grading, No Drainage; or Regular Grading, Regular Drainage | \$1,114 | \$1,566 | \$1,931 | \$2,393 |
| No Grading, Engineered Drainage; or Regular Grading, Engineered Drainage; or | \$2,022 | \$2,943 | \$3,762 | \$4,846 |

Resolution #

Date:

Page 2

| | | | | |
|--|---------|----------|----------|----------|
| Engineered Grading, No Drainage; or Engineered Grading, Regular Drainage | | | | |
| Engineered Grading, Engineered Drainage | \$2,453 | \$3,517 | \$4,524 | \$5,843 |
| <u>Level II VESCO Without Tree Removal</u> | | | | |
| No Grading or Drainage | \$4,303 | \$6,384 | \$8,141 | \$10,780 |
| No Grading, Regular Drainage; or Regular Grading, No Drainage; or Regular Grading, Regular Drainage | \$4,786 | \$6,917 | \$8,716 | \$11,417 |
| No Grading, Engineered Drainage; or Regular Grading, Engineered Drainage | \$5,524 | \$7,848 | \$9,975 | \$13,092 |
| Engineered Grading, No Drainage Engineered Grading, Regular Drainage | | | | |
| Engineered Grading, Engineered Drainage | \$6,789 | \$9,167 | \$11,729 | \$15,426 |
| <u>Level II VESCO With Tree Removal, No Cohesionless Soils</u> | | | | |
| No Grading or Drainage | \$6,963 | \$9,722 | \$12,661 | \$16,692 |
| No Grading, Regular Drainage; or Regular Grading, No Drainage; or Regular Grading, Regular Drainage | \$7,347 | \$10,106 | \$13,045 | \$17,076 |
| No Grading, Engineered Drainage; or Regular Grading, Engineered Drainage; or Engineered Grading, No Drainage; or Engineered Grading, Regular Drainage | \$8,191 | \$11,207 | \$14,563 | \$19,095 |
| Engineered Grading, Engineered Drainage | \$9,314 | \$12,670 | \$16,582 | \$21,780 |
| <u>Level II VESCO With Tree Removal, Cohesionless Soils</u> | | | | |
| No Grading or Drainage | \$7,280 | \$11,434 | \$13,236 | \$17,457 |
| No Grading, Regular Drainage; or Regular Grading, No Drainage; or Regular Grading, Regular Drainage | \$7,664 | \$11,818 | \$13,620 | \$17,841 |
| No Grading, Engineered Drainage; or Regular Grading, Engineered Drainage; or Engineered Grading, No Drainage; or Engineered Grading, Regular Drainage | \$8,612 | \$13,484 | \$15,327 | \$20,112 |
| Engineered Grading; Engineered Drainage | \$9,874 | \$15,700 | \$17,599 | \$23,133 |
| <u>Grading and/or Drainage Only</u> | | | | |
| No Grading, Regular Drainage; or Regular Grading, No Drainage; or Regular Grading, Regular Drainage | \$1,146 | \$1,210 | \$1,400 | \$1,527 |
| No Grading, Engineered Drainage; or Regular Grading, Engineered Drainage; or Engineered Grading, No Drainage; or Engineered Grading, Regular Drainage | \$1,977 | \$2,461 | \$3,104 | \$3,961 |
| Engineered Grading; Engineered Drainage | \$2,757 | \$3,207 | \$4,096 | \$5,279 |

(Above VESCO and Agricultural Grading/Drainage Fees Include an \$18 Per Permit Technology Enhancement Fee)

Resolution #

Date:

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Be It Further Resolved, based on the 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 Agricultural 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.

Now, Therefore, 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, 2013.

Supervisors:

Gorin:

Zane:

McGuire:

Carrillo:

Rabbitt:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.



County of Sonoma
State of California

Date: April 23, 2013

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 Update The Automatic Point Of Sale Stations Registration Fees, Add Reinspection Fees For Re-calibrated Devices, And Add Penalties For Delinquent Reinspection Fees To Better Recover The Actual Cost Of Enforcing Weights And Measures Laws, And Make A Minor Typographical Correction.

Whereas, a proposed ordinance has been introduced and the title read; now

Therefore, Be It Resolved that further reading of the ordinance is waived.

Supervisors:

Gorin:

Zane:

McGuire:

Carrillo:

Rabbitt:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.

ORDINANCE NO. _____

AN ORDINANCE OF THE BOARD OF SUPERVISORS OF THE COUNTY OF SONOMA, STATE OF CALIFORNIA, AMENDING SONOMA COUNTY CODE SECTIONS 30-6, 30-10 AND 30-14 TO UPDATE FEES FOR AUTOMATIC POINT OF SALE STATIONS REGISTRATION AND WEIGHING/MEASURING DEVICE REINSPECTIONS TO RECOVER THE REASONABLE COSTS OF PROVIDING THOSE SERVICES, AND PENALTIES FOR DELINQUENT PAYMENT OF REINSPECTION FEES.

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:

(a) Section 30-6, Fees, is amended as follows:

- a) The annual fee for registering weighing and measuring devices to be used for a fixed location throughout the term of the registration shall be set by the board from time to time by ordinance.
- b) The annual fee for registering weighing and measuring devices set by the board pursuant to Section 30-6(a) shall be consistent with the provisions of Section 12240, Division 5, California Business and Professions Code, and its successor provisions.
- c) Should Section 12240 not be effective after January 1, 2011, the sealer shall submit and the board of supervisors shall adopt by ordinance a schedule of registration fees for weighing and measures devices consistent with the provisions of applicable law and sufficient to cover the costs of carrying out Division 5, California Business and Professions Code.
- d) The sealer may recover his or her costs for the initial testing or the re-testing of devices found in violation of Section 12107, Division 5, California Business and Professions Code or when a device is re-calibrated requiring retesting of the device.
- e) The revenue from the fees charged pursuant to this section shall be placed in the general fund of the county and used solely for activities substantially related to inspection and testing of weighing and measuring devices, within the limits of applicable state law as provided in Section 12240, California Business and Professions Code.
(Ord. No. 5656 § 2, 2006.)

(b) Section 30-7, ~~Late Registration Fees~~, is amended as follows:

In accordance with Section 30-6, any registration or any reinspection fee not paid within thirty (30) days of the date when due is delinquent. The original fee remains due and shall be subject to a penalty of fifty percent (50%) of the original fee, and fees not paid within sixty (60) days past the original due date shall be subject to a penalty amount equal to one hundred percent (100%) of the original fee to cover the additional costs associated with

late registration. (Ord. No. 5656 § 2, 2006.)

(c) Section 30-10, Purpose and Authority, is amended as follows:

It is unlawful to charge, at the time of sale, a price that is more than the price that is advertised or posted. Pursuant to California Business and Professions Code sections ~~12024.2~~ 12024.2, 12024.6, and 12103.5 the purpose of this chapter is to ensure that the advertised or posted price of a commodity is the correct price charged for that commodity.

The board of supervisors finds and determines that it is in the public's interest to identify, register, and inspect automated point-of-sale systems, commonly known as "scanners," and to monitor the accuracy of such systems.

This chapter: (1) establishes a system to identify, register and inspect point of sale stations in retail commodity sales; (2) authorizes a registration fee to offset the expense of inspection of point of sale stations; (3) authorizes a re-inspection fee, equal to the registration fee, to offset the expense of re-visiting and inspecting locations found out of compliance; and (4) provides penalties for failure to register or for late registration and for violations.

Authority to administer this chapter shall be vested in the office of the agricultural commissioner — sealer of weights and measures.

The standards for inspection and methods to gain compliance to insure accurate pricing shall be found in Division 5 of the California Business and Professions Code and Title 4 of the California Code of Regulations. (Ord. No. 5656 § 2, 2006.)

(d) Section 30-14, Annual Registration Fee, is amended as follows:

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 \$213.00 ~~194.00~~ per business location

4 to 9 Point of Sale Stations \$327.00 ~~284.00~~ per business location

10 or more Point of Sale Stations \$365.00 ~~304.00~~ 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:_____ Zane:_____ McGuire:_____ Carrillo:_____ Rabbitt:_____

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



County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 54 2:10 P.M.
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors

Board Agenda Date: April 23, 2013

Vote Requirement: Majority

Department or Agency Name(s): Fire and Emergency Services

Staff Name and Phone Number:

Mark Aston 565-1157

Supervisorial District(s):

All

Title: Resolution adopting fee increases for Fire and Emergency Services Department

Recommended Actions:

Approve resolution adopting fee increases for Fire and Emergency Services Department Hazardous Materials Schedule A – Permits and Fees.

Executive Summary:

The Fire and Emergency Services Department's budget is predicated on new fees in the attached fee schedules becoming effective July 1, 2013.

Certified Unified Program Agency (C.U.P.A.) Hazardous Materials

The Fire & Emergency Services Department ("County Fire"), as the lead Certified Unified Program Agency ("C.U.P.A."), is submitting this fee schedule. The C.U.P.A. comprises two agencies: the Fire and Emergency Services Department, Hazardous Materials Division, and the Agricultural Commissioner's Office. The Fee and Revenue Summary Chart includes only workload data from County Fire.

C.U.P.A. fees for existing facilities in the proposed fee schedule range from a -6.8% decrease to a 16% increase, and in some program areas the fees have decreased. The total average change across all C.U.P.A. fees is an increase of 8.5%, which equates to \$106,265. This fee schedule represents the third and final year of a three-year plan to align expenses with cost recovery fees. Under the revised fee structure, the C.U.P.A. programs that require more inspection time to regulate are charged a higher fee to recover the additional costs associated with inspections. The process of reallocating fees to their appropriate program fee category began in fiscal year (F.Y.) 10/11. Sites that have underground storage tanks (U.S.T.'s), which generate hazardous waste and/or store acutely hazardous materials, represent a greater share of the inspection workload and therefore should bear a greater share of the costs. For example, businesses with U.S.T.'s account for only 4% of regulated sites yet demand over 51% of inspection hours. Therefore, some businesses will see fee increases of up to 15%, while others will see no change or reductions.

New fees for F.Y. 13/14 are to cover the cost of oversight of the removal of aboveground petroleum tanks and for extra inspections required for U.S.T.'s to verify that their leak detection devices are still operational after computer system failures.

Service Improvement Plan – C.U.P.A. Programs

Productivity, Efficiency and Customer Service Improvement Measures

- Assist the business community in completing the transition to electronically listing their hazardous chemicals through the California Environmental Reporting System (“C.E.R.S.”), a web-based reporting tool. Although the use of C.E.R.S. was required by State law as of January 1, 2013, County Fire expects that small businesses will require assistance and training to complete the transition.
- Fully implement the use of online database software to replace the current outdated chemical safety information database.
- Assist public safety organizations throughout Sonoma County in gaining access to the hazardous materials information available through C.E.R.S. for the businesses within their jurisdictions.
- Begin the process of developing the 3-year update of the Sonoma County Hazardous Materials Incident Response (Area) Plan during the first half of 2014.
- Work with the United States Environmental Protection Agency, local government agencies, and other stakeholders in completing the development of an oil and hazardous materials response plan for the Russian River.

Summary of Expected Results

- By assisting businesses in the use of C.E.R.S., County Fire will expedite the process of converting to this system of environmental reporting. In addition to allowing businesses to more quickly and easily file reports and comply with State laws, C.E.R.S. will help first responders gain immediate access to vital site information in the event of an emergency.
- The new software will improve collection of hazmat data from businesses, allow real-time reporting of inspection findings and provide a link with C.E.R.S.
- Public safety will be improved through C.E.R.S. by providing first responders with access to the most up-to-date information about the hazardous chemicals stored in their jurisdictions and after-hours telephone numbers for these businesses.
- The Sonoma County Hazardous Materials Incident Response (Area) Plan is required by law to be reviewed and updated every three years. Its last update was completed in September 2011. The Area Plan assists government agencies in pre-emergency planning activities and emergency response roles in the event of an actual or threatened release of hazardous chemicals.
- A plan specific to the Russian River and its major tributaries will assist agencies in better responding to and protecting local residents and the environment from releases of petroleum or other hazardous chemicals.

County Fire fields a hazardous materials response team staffed by both paid employees and volunteers. The team is trained and prepared to respond to virtually any type of hazardous materials incident that might occur in Sonoma County.

Summary of Prior Year Plan Results

- County Fire assisted the business community in using C.E.R.S., a web-based reporting tool, to electronically update their hazmat information. The use of C.E.R.S. was mandated by the State of California as of January 1, 2013.
- County Fire used a State grant to purchase online database software to replace its existing, outdated database. New software will improve the collection of hazmat data from businesses, allow real-time reporting of inspection findings and provide a link with C.E.R.S.
- With technical support from the Sonoma County Information Systems Department, County Fire migrated its data from the old database to both its new, online database and to C.E.R.S.
- County Fire assisted restaurants that store large quantities of carbon dioxide in complying with hazardous materials reporting requirements and in implementing appropriate safety provisions for their customers and employees.
- County Fire obtained grant funding to replace outdated hazardous materials response equipment, including fully-encapsulating (Level A) suits that had exceeded their manufacturer’s recommended shelf lives.
- County Fire worked with the United States Environmental Protection Agency, local government agencies and community groups in beginning the development of an oil and hazardous materials response plan for the Russian River and its major tributaries.

Prior Board Actions:

Hazardous Materials fees adopted by Resolution #12-0202 on April 24, 2012.

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

The Fire and Emergency Services Department is able to support hazardous materials programs that protect the health and safety of the community.

Fiscal Summary - FY 12-13

| 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):

All changes will affect the 2013-2014 fiscal year. The increase to revenue from fee increases is \$106,265. The overall total fee revenue for the hazardous materials is increased by \$66,000 when in comparison to the 2012-2013 fiscal year due to businesses that have changed fee categories and

businesses that no longer participate in the regulatory program due to closure or reduction in storage quantities below regulatory thresholds.

Staffing Impacts

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

Narrative Explanation of Staffing Impacts (If Required):

Attachments:

Fee and Revenue Summary Chart – Permits and Fees Resolution

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



County of Sonoma

State of California

Date: April 23, 2013

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 & Emergency Services Department for Certified Unified Program Agency Hazardous Materials

Whereas, section 29-7 and section 13-81 of the Sonoma County Code authorizes the Board to require that permits be obtained from the Fire & Emergency Services Department and the Agricultural Commissioner's Office for businesses regulated under the six environmental, hazardous materials programs and for the operations, practices and functions covered by the Uniform Fire Code as adopted by the county,

Whereas, section 29-9 of the Sonoma County Code 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,

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,

Whereas, the Board has considered a new schedule of permits and fees as recommended by the Fire & Emergency Services Department,

Now, Therefore, Be It Resolved that the Board of Supervisors of Sonoma County hereby finds, declares, resolves, and orders that the following permits shall be obtained from and fees paid to the Fire & Emergency Services Department.

Be It Further Resolved that the foregoing attachment A schedule of permits and fees shall become effective July 1, 2013.

Supervisors:

Resolution #

Date:

Page 2

Gorin:

Zane:

McGuire:

Carrillo:

Rabbitt:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.

**HAZARDOUS MATERIALS
CUPA FEE AND REVENUE SUMMARY CHART
(Department of Fire and Emergency Services and Agricultural Commissioner's Office)
Effective July 1, 2013**

| TYPE OF FEE | 13-14 Units of Service | 12-13 Fee | 13-14 Proposed Fee | Rate Dollar Change | Rate % Change | 13-14 Increase/ (Decrease) Due to Rate Change | 13-14 Revenue |
|---|------------------------------|--------------|--------------------------|--------------------------|------------------|---|------------------|
| Small Quantity Generator Permits | | | | | | | |
| Hourly Rate (as applicable) | | \$95 | \$100 | \$5 | 5.3% | \$0 | \$0 |
| >325 gal/yr to <5 tons/yr w/srce red./recycl. | 180 | \$210 | \$242 | \$32 | 15.2% | \$5,760 | \$43,560 |
| >325 gal/yr to <5 tons/yr w/o srce red./recy | 21 | \$263 | \$301 | \$38 | 14.4% | \$798 | \$6,321 |
| <325 gal/yr Recyclable | 191 | \$136 | \$155 | \$19 | 14.0% | \$3,629 | \$29,605 |
| <5 gal/Mo | 223 | \$101 | \$113 | \$12 | 11.9% | \$2,676 | \$25,199 |
| Treatment Permits | 7 | \$247 | \$283 | \$36 | 14.6% | \$252 | \$1,981 |
| Large Quantity Generator Permits | | | | | | | |
| Hourly Rate (as applicable) | | \$95 | \$100 | \$5 | 5.3% | \$0 | \$0 |
| 5 to <25 tons/yr | 24 | \$739 | \$849 | \$110 | 14.9% | \$2,640 | \$20,376 |
| 25 to 250 tons/yr | 7 | \$1,113 | \$1,278 | \$165 | 14.8% | \$1,155 | \$8,946 |
| 250 to <500 tons/yr | 0 | \$2,202 | \$2,529 | \$327 | 14.9% | \$0 | \$0 |
| >500 tons/yr | 1 | \$6,075 | \$6,977 | \$902 | 14.8% | \$902 | \$6,977 |
| Waste Oil Only | | | | | | | |
| > 5 tons/yr | 58 | \$705 | \$810 | \$105 | 14.9% | \$6,090 | \$46,980 |
| HazMat Business Plans | | | | | | | |
| Range 1 | 185 | \$95 | \$100 | \$5 | 5.3% | \$925 | \$18,500 |
| Range 2 | 316 | \$500 | \$466 | (\$34) | -6.8% | (\$10,744) | \$147,256 |
| Range 3 | 242 | \$626 | \$677 | \$51 | 8.1% | \$12,342 | \$163,834 |
| Range 4 | 126 | \$970 | \$1,066 | \$96 | 9.9% | \$12,096 | \$134,316 |
| Range 5 | 214 | \$1,266 | \$1,391 | \$125 | 9.9% | \$26,750 | \$297,674 |
| Remote, Unstaffed Sites- One Time Fee | 2 | \$227 | \$249 | \$22 | 9.7% | \$44 | \$498 |
| Restaurants > 1000 SCF CO2 | 73 | \$285 | \$313 | \$28 | N/A | \$2,044 | \$22,849 |
| Accidental Release Plan - | 21 | \$584 | \$677 | \$93 | 15.9% | \$1,953 | \$14,217 |
| Aboveground Petroleum Storage Tanks *New Fee Program Effective Date 1-1-2010 | | | | | | | |
| Hourly Rate | | | - | - | - | - | - |
| Tier 1 Facility | 68 | \$190 | \$208 | \$18 | 9.5% | \$1,224 | \$14,144 |
| Tier 2 Facility | 15 | \$380 | \$418 | \$38 | 10.0% | \$570 | \$6,270 |
| Tier 3 Facility | 27 | \$760 | \$835 | \$75 | 9.9% | \$2,025 | \$22,545 |
| Tank Closure Permit* | 3 | N/A | \$390 | N/A | N/A | N/A | \$1,170 |
| Each addn'l tank* | 3 | N/A | \$100 | N/A | N/A | N/A | \$300 |
| Technology Fee (New Database) | 1415 | \$25 | \$25 | \$0 | 0.0% | \$0 | \$35,375 |

**HAZARDOUS MATERIALS
CUPA FEE AND REVENUE SUMMARY CHART**

**(Department of Fire and Emergency Services and Agricultural Commissioner's Office)
Effective July 1, 2013**

| TYPE OF FEE | 13-14 | 12-13 Fee | 13-14 | Rate | Rate % Change | 13-14 | 13-14 |
|---|---------------------|--------------|-----------------|------------------|------------------|--|-----------|
| | Units of Service | | Proposed Fee | Dollar Change | | Increase/ (Decrease) Due to Rate Change | |
| Agricultural Facilities | | | | | | | |
| HazMat Business Plan Program (Range 6) | 29 | \$126 | \$126 | \$0 | 0.0% | \$0 | \$3,654 |
| HazMat Business Plan Program > 1,210 gal (Rg) | 6 | \$201 | \$201 | \$0 | 0.0% | \$0 | \$1,206 |
| Hawst>325 gal/yr to <5 tons/yr w/ source reduction/recycl. | 0 | \$182 | \$182 | \$0 | 0.0% | \$0 | \$0 |
| Hawst <325 gal/yr | 0 | \$118 | \$118 | \$0 | 0.0% | \$0 | \$0 |
| Hawst Recyclable: < 5 gal/mo, exempt | 0 | \$0 | \$0 | \$0 | N/A | \$0 | \$0 |
| Underground Storage Tank Fees: | | | | | | | |
| Hourly Rate | | \$95 | \$100 | \$5 | 5.3% | \$0 | \$0 |
| UST Facility | 86 | \$1,150 | \$1,318 | \$168 | 14.6% | \$14,448 | \$113,348 |
| Each Additional UST | 156 | \$675 | \$770 | \$95 | 14.1% | \$14,820 | \$120,120 |
| Plan Check and New Inspection | 6 | \$1,377 | \$1,512 | \$135 | 9.8% | \$810 | \$9,072 |
| Ea.additional tank | 11 | \$194 | \$213 | \$19 | 9.8% | \$209 | \$2,343 |
| Repair Permit | 25 | \$458 | \$503 | \$45 | 9.8% | \$1,125 | \$12,575 |
| Ea.additional tank | 45 | \$120 | \$132 | \$12 | 10.0% | \$540 | \$5,940 |
| Cold Start Permit* | 6 | N/A | \$195 | N/A | N/A | N/A | \$1,170 |
| Tank Closure Permit | 6 | \$1,041 | \$1,143 | \$102 | 9.8% | \$612 | \$6,858 |
| Ea.additional tank | 11 | \$325 | \$357 | \$32 | 9.8% | \$352 | \$3,927 |
| Plan check resubmittal-Hourly ra | 3 | \$95 | \$100 | \$5 | 5.3% | \$15 | \$300 |
| Temporary closure (per site) | 0 | \$514 | \$565 | \$51 | 9.9% | \$0 | \$0 |
| Violation Reinspection | 3 | \$95 | \$100 | \$5 | 5.3% | \$15 | \$300 |
| Transfer of Ownership/Permit Alteration | 0 | \$95 | \$100 | \$5 | 5.3% | \$0 | \$0 |
| Precision Tank Test Permit (per facility) | 0 | \$95 | \$100 | \$5 | 5.3% | \$0 | \$0 |
| ELD Test Permit | 0 | \$433 | \$476 | \$43 | 9.9% | \$0 | \$0 |
| Ea. Additional UST | 0 | \$95 | \$100 | \$5 | 5.3% | \$0 | \$0 |
| Emergency Response | | | | | | | |
| Emergency Responder, Hourly Rate | 6 | \$95 | \$100 | \$5 | 5.3% | \$30 | \$600 |
| Emergency Responder, After Hours Rate | 0 | \$143 | \$147 | \$4 | 2.8% | \$0 | \$0 |
| Hazmat Response Vehicle, Hourly Rate | 0 | \$140 | \$144 | \$4 | 2.9% | \$0 | \$0 |
| Hazmat Response Truck, Hourly Rate | 6 | \$25 | \$26 | \$1 | 4.0% | \$6 | \$156 |
| Hazmat Response Trailer, Hourly Rate | 0 | \$15 | \$15 | \$0 | 0.0% | \$0 | \$0 |
| (2 Hour Minimums on Emergency Response) | | | | | | | |
| Administrative | | | | | | | |
| Photocopies per copy | 200 | \$0 | \$0 | \$0 | 0.0% | \$0 | \$64 |
| File Search Fees Hourly Rate | 0 | \$95 | \$100 | \$5 | 5.3% | \$0 | \$0 |
| Quarter-hr minimum | 0 | \$24 | \$27 | \$3 | 12.5% | \$0 | \$0 |
| Computer printouts per page | 0 | \$0 | \$0 | \$0 | 0.0% | \$0 | \$0 |
| * New fee Category | | | | | | | |

**HAZARDOUS MATERIALS
CUPA FEE AND REVENUE SUMMARY CHART
(Department of Fire and Emergency Services and Agricultural Commissioner's Office)
Effective July 1, 2013**

| TYPE OF FEE | 13-14 Units of Service | 12-13 Fee | 13-14 Proposed Fee | Rate Dollar Change | Rate % Change | 13-14 Increase/ (Decrease) Due to Rate Change | 13-14 Revenue |
|------------------------------------|---------------------------------------|----------------------|-----------------------------------|-----------------------------------|--------------------------|--|--------------------------|
| Total Increase due to Rate Changes | | | | | | \$106,113 | \$1,350,526 |



County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 55 2:10 P.M.
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors of Sonoma County

Board Agenda Date: April 23, 2013

Vote Requirement: 4/5

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

Staff Name and Phone Number:

Rita Scardaci, 565-4700

Supervisorial District(s):

Countywide

Title: Health Services Fees

Recommended Actions:

Adopt a Resolution establishing new and amended fees to recover the reasonable cost of providing Public Health Services for the Department of Health Services effective July 1, 2013.

Executive Summary:

The Department of Health Services (DHS) is proposing new and amended fees for health services. In addition, DHS provides information on plans to improve productivity, efficiency, customer service, and expected outcomes, and a summary of the results from previously implemented improvement plans.

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.

Environmental Health and Safety Services

Environmental Health and Safety Services (EHSS) 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. EHSS 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. Fees and grants provide the funding for EHSS program costs. Fees are based on the actual cost to provide services, including labor and supplies.

Food Safety Program Veteran's Exemptions

In FY 07-08 budget, 11 new fee categories were created for veteran's exemptions applicable to food facilities per the Business and Professions Code, Section 16102 which exempts veterans who sell goods from payment of any County license, tax, or fee, except for the sale of alcohol. In FY 12-13, DHS granted

approximately 69 veteran's exemption permits and waived permitting fees of \$36,000.

To increase data tracking capacity and workload efficiencies, DHS is proposing to modify the financial reporting process for veteran's exemption fees, eliminating the 11 existing fee categories, and creating a universal exemption that can be applied to all food program fee categories. The proposed veteran's exemption changes do not affect revenue.

Food Safety Program Cottage Food Operations

On January 1, 2013, DHS implemented the Cottage Food program that was approved by the Board of Supervisors on December 4, 2012. Based on comparison county studies and time analysis from similar operations, DHS is proposing to establish set fees of \$139 for Class A Cottage Food Operation registrations and \$348 for Class B Cottage Food Operation permits. These fees are consistent with the rates included in the December 4, 2012 Board report.

The increase in revenue for FY 13-14 is estimated at \$20,870.

Productivity, Efficiency and Customer Service Improvement Plan

- Implement an electronic data management system and begin integration to remote capabilities for field inspections.
- Develop an implementation plan for the development of the Food Safety program over the next several years to expand community awareness and increase accessibility of food safety education including community outreach, program redevelopment, fee analysis, grading /placarding analysis, industry advisory groups, website development, and social media resources.
- Expand utilization of Envision Connect software to maximize business process efficiencies and data reporting capabilities.
- Evaluate and restructure programs to enhance workflows, increase community engagement, establish industry advisory groups, and inform and educate the public.
- Continue evaluation of data, grants, workloads, fees and budgeting status reports to monitor expenditures and revenue.

Summary of Expected Results

- Increased awareness and engagement throughout the community of the Environmental Health & Safety programs and services provided.
- A sustainable budget based on accountability, efficiency and maximum productivity throughout all Environmental Health and Safety workflows.
- Increased efficiency throughout the programs, workflows, and accounts.

Summary of Results of Prior Year Plan

- Restructured Milk and Dairy program and associated fees to accommodate program changes while increasing workflow functions that maximized program efficiency and improved industry and community outreach.
- Developed Sonoma County Approved Produce Gardener Certification in collaborations with DHS, UC Cooperative Extension, and the Agricultural Commissioner's Office, which ensures the availability of locally-grown garden produce to the community.
- Implemented Cottage Food program in conjunction with the growing movement in California to support local community-based food production and increase opportunities for entrepreneurial development, supplemental income, and strengthen local economies.

- Restructured Body Art program to increase workflow efficiencies, enhance industry involvement, outreach to the community, and expand regulatory authority.
- Developed grant, workload, fee, and budgeting status reports to support effective budget management and duty assignments.
- Utilized Envision Connect software to increase efficiencies, provide data resources, and minimize duplication.

Public Health Laboratory

The public health laboratory is a regional laboratory that serves both Sonoma and Mendocino counties. The laboratory performs a variety of tests that help protect these communities from communicable diseases and toxins. Routine samples submitted to the lab are analyzed for diseases including tuberculosis, influenza, norovirus, measles, mumps, whooping cough, and numerous other infectious agents. The laboratory also analyzes recreational and drinking water throughout the region for potential biological pathogens. Finally, the laboratory is an active grant member of the Laboratory Response Network (LRN) with the Centers for Disease Control (CDC). As an LRN member the primary role is to assist the Federal Bureau of Investigation and local law enforcement agencies with criminal biological testing. Employing the latest molecular techniques, the laboratory can isolate and identify highly infectious agents like anthrax and ricin toxin within a few hours.

Revised Fees: Microbial Disease Laboratory

- **Mycology: Culture** - The media used to isolate and identify yeast and mold organisms has increased an average of 14 percent over the past two years. The fee increase from \$13.25 to \$15.00 (approximately 13%) will result in \$1,225 in additional revenue.
- **Mycology: ID** - A Homeland Security grant has allowed the Sonoma County Public Health Laboratory to purchase and place a gene sequencer. Gene sequencing allows for faster and more accurate identification of bacterial and fungal isolates. The fee increase from \$17 to \$19 (approximately 12%) is due to the slightly higher cost of reagents to employ this technology. The fee increase will generate approximately \$500 in additional revenue.

Proposed New Test and Fee: Environmental Chemistry

- The state of California has requested that nitrate tests be performed on local well drinking waters. Nitrates can cause a serious condition called “blue baby” in very young children. At the request of Sonoma County Environmental Health and local dairies, the Sonoma County Public Health Laboratory has begun setting up this chemical analysis. If approved, this assay will be available to the general public for \$30 per test. We anticipate the revenue generated from this new test to be approximately \$15,000 per year. Time task analysis: The fee proposal of \$30 covers the entire cost of both the run costs of the test as well as the technician time to perform the analysis.

The increase in revenue for FY 13-14 resulting from these changes and new fee is estimated at \$16,725.

Productivity, Efficiency and Customer Service Improvement Plan.

- Develop regional laboratory systems with Mendocino County.
- Complete transition from a paper-based system for reporting test results to a web-based system.
- Incorporate gene sequencing into the laboratory for faster identification of infectious agents.

Summary of Expected Results

- Execute multiyear agreement with Mendocino County for laboratory services.
- Post 100 percent of test results electronically and improve customer access to test results.
- Employ gene sequencing to aid public health nursing in disease surveillance and tracking.

Summary of Results of Prior Year Plan

- Continued transition of laboratory from clinic based to preparedness and environmental.
- Maximized grant monies to place a genetic sequencer to enhance disease surveillance.
- Validated molecular EPA methods to enhance monitoring of the Russian River watershed.

Animal Care and Control Services

Sonoma County Animal Care and Control (SCACC) provides sheltering, administrative, and field services for unincorporated areas of the County, the city of Santa Rosa, and the town of Windsor, and is responsible for rabies control for the entire County. The SCACC service area is comprised of approximately 1,575 square miles, nearly 500,000 residents, and an open-admission animal shelter which takes in nearly 6,000 animals annually.

Dog licensing is an integral component of the SCACC rabies prevention strategy as licensing data is used to report compliance with state rabies vaccination requirements. DHS is proposing dog license fee increases to recover a larger percentage of the cost of providing licensing services.

Dog License and Penalty 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. County code also requires the dog owner to pay a penalty for late licensing, if applicable, in addition to the license fee.

DHS evaluated dog license and penalty fees based on a time/task analysis using FY 12-13 costs and data from CY 2011 to determine full cost recovery. The analysis supports fee increases larger than proposed. However, to facilitate compliance with licensing that supports rabies control and our primary prevention strategy for spay/neuter, DHS requests amending certain dog license and penalty fees. DHS projects that the requested changes will recover a larger portion of the cost, as detailed below, of providing licensing services while still encouraging licensing compliance. DHS will evaluate the effect of fee increases on licensing compliance before further amending fees toward complete cost recovery.

Revised Fees

- **Dog – Altered** - DHS proposes increasing the license fee for altered dogs from \$19.50 to \$25.00. The increase of \$5.50, or 28 percent, will recover a larger portion (72%) of the reasonable cost of providing the licensing service. The change will result in additional revenue of \$68,178.
- **Dog – Unaltered** - DHS proposes increasing the license fee for unaltered dogs from \$42 to \$100. The increase of \$58, or 138 percent, will recover a larger portion (66%) of the reasonable cost of providing the licensing service and supports the Animal Care and Control objective of increasing the number of neutered dogs and reducing pet overpopulation. The change will result in additional revenue of \$214,716.
- **Dog – Altered (Senior Citizen)** - DHS proposes increasing the senior citizen discounted license fee for altered dogs from \$9.75 to \$12.50. The increase of \$2.75, or 28 percent, will recover a larger

portion (36%) of the actual cost of providing the licensing service, while maintaining the approximate 50 percent discount offered to dog owners age 62 or older. The change will result in additional revenue of \$8,434.

The proposed changes to altered and unaltered dog license fees align with those adopted in other counties. For example, Sacramento and Stanislaus, which have a similar number of licensed dogs, have altered rates from \$12 to \$15 and unaltered rates of \$150.

Deleted Fees/New Fee

- A dog license due date is based on the dog's rabies vaccination date. If a dog owner does not apply for a license within thirty days of the vaccination date, the owner must pay for the license plus a separate penalty fee. DHS proposes business workflow efficiency by replacing four penalty fees, Dog Altered \$19.50, Dog Unaltered \$42.00, Dog Altered Senior Citizen \$9.75, and Dog Unaltered Senior Citizen \$19.50, with one penalty fee: Expired License Penalty \$40. The change will result in a net increase in revenue of \$59,591.

Animal Care and Control Service Improvement Plan

As with all fee requests, DHS provides information on plans to improve productivity, efficiency, and customer service.

Productivity, Efficiency, and Customer Service Improvement Plan:

- Improve customer service through online licensing.
- Improve rabies vaccination reporting through increased outreach to veterinarians.
- Increase licensing compliance through public education and a time-limited amnesty from penalties for non-compliance.
- Reduce the number of homeless animals by increasing the availability of low-cost spay/neuter resources.

Summary of Expected Results:

- An increase of 10-15% in licensing compliance.
- Increased revenue due to improvement in licensing compliance.
- Increased numbers of altered animals as a result of availability of low-cost spay/neuter resources.
- Strengthened relationship with partner jurisdictions as a result of improved services.

Summary of Results of Prior Year Plan:

- Incorporated revisions into Chameleon software that facilitate enhanced reporting accuracy as a tool to effectively manage the shelter population.
- Launched mobile spay/neuter program called "Love Me Fix Me" with the goal of providing affordable spay/neuter services to underserved populations.

Prior Board Actions:

On December 4, 2012 the Board accepted a program update for Approved Produce Gardener Certification, Cottage Food Operations, and Online Certified Producer Certification and approved the waiver of 50% of Certified Producer Certification application fees for producers who submit their application online from the date the online system is launched through June 30, 2013. On April 24, 2012

the Board adopted a Resolution adopting Health Services new and amended fees effective July 1, 2012 to recover the reasonable cost of providing Public Health services.

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

Recovering the reasonable costs of providing Public Health Services helps to ensure quality services are provided to the community.

Fiscal Summary - FY 12-13

| Expenditures | | Funding Source(s) | |
|---------------------------|-------------|--------------------------|-------------|
| Budgeted Amount | \$ 0 | County General Fund | \$ 0 |
| Add Appropriations Req'd. | \$ 0 | State/Federal | \$ 0 |
| | \$ | Fees/Other | \$ 0 |
| | \$ | Use of Fund Balance | \$ 0 |
| | \$ | Contingencies | \$ 0 |
| | \$ | | \$ |
| Total Expenditure | \$ 0 | Total Sources | \$ 0 |

Narrative Explanation of Fiscal Impacts (If Required):

The total revenue increase being proposed to cover the cost of public health programs in FY 13-14 is \$400,665.

Staffing Impacts

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

Narrative Explanation of Staffing Impacts (If Required):

N/A

Attachments:

Resolution, Fee and Revenue Summary Chart

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

None



County of Sonoma

State of California

Date: April 23, 2013

Resolution Number: _____

4/5 Vote Required

**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California,
Resolution Adopting New and Amended Fees Effective July 1, 2013 to Recover the
Reasonable Cost of Providing Public Health Services.**

Whereas, the Board of Supervisors is authorized to establish fees to recover the reasonable cost of providing certain Public Health services.

Now, Therefore, Be It Resolved that to recover the reasonable cost of providing certain public health services, it is necessary to increase certain fees and establish certain new fees as set forth below.

Be It Further Resolved that in all other respects, Resolution No. 12-0204 setting fees effective as of July 1, 2012, 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 increased fees and new fees for public health services are hereby adopted effective July 1, 2013.

| Environmental Health and Safety | |
|--|--------|
| Food Facilities | |
| Class A Cottage Food Operations | 139.00 |
| Class B Cottage Food Operations | 348.00 |
| Veteran's Exemption – Fee Waiver | 0.00 |
| Public Health Laboratory | |
| Microbial Disease Laboratory | |
| Myology: Culture | 15.00 |
| Myology: I.D. | 19.00 |
| Environmental Laboratory | |
| Environmental Chemistry | 30.00 |

Resolution #
Date: April 23, 2013
Page 2

| Public Health Animal Care and Control | |
|--|--------|
| License Fees | |
| Dog – Altered | 25.00 |
| Dog – Unaltered | 100.00 |
| Dog – Altered – Senior | 12.50 |
| Expired License Penalty | 40.00 |

Supervisors:

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

So Ordered.

**Attachment 2
Public Health Services - Fee and Revenue Summary Chart**

| Fee Description | FY 13-14 Budget Units | FY 12-13 Rate | FY 13-14 Proposed Rate | Rate Dollar Change | Rate % Change | Revenue Inc/(Dec) Due To Rate Change |
|--|-----------------------------|------------------|------------------------------|--------------------------|---------------------|--|
| ENVIRONMENTAL HEALTH AND SAFETY | | | | | | |
| 1. Food Facilities | | | | | | |
| a. Food Establishment - Prepackaged non-potentially hazardous food | | | | | | |
| 1. Food - Prepkg Non-Pot Haz | 110 | 93.00 | 93.00 | 0.00 | 0.00% | 0.00 |
| 2. Food - Prepkg Non-Pot Haz- School - 1 insp/year | 2 | 93.00 | 93.00 | 0.00 | 0.00% | 0.00 |
| 3. Food - Prepkg Non-Pot Haz- School - 2 insp/year | 0 | 160.00 | 160.00 | 0.00 | 0.00% | 0.00 |
| 4. Food - Prepkg Non-Pot Haz- Vet Exempt¹ | 0 | 0.00 | 0.00 | 0.00 | 0.00% | 0.00 |
| b. Food Establishment - Minimal Risk | | | | | | |
| 1. Food - Minimal Risk | 442 | 362.00 | 362.00 | 0.00 | 0.00% | 0.00 |
| 2. Food - Min Risk - Caterer Rental Kitchen/Out of County Commissary | 0 | 362.00 | 362.00 | 0.00 | 0.00% | 0.00 |
| 3. Food - Minimal Risk - School - 1 insp/year | 7 | 362.00 | 362.00 | 0.00 | 0.00% | 0.00 |
| 4. Food - Minimal Risk - School - 2 insp/year | 8 | 467.00 | 467.00 | 0.00 | 0.00% | 0.00 |
| 5. Food - Minimal Risk - Vet Exempt¹ | 2 | 0.00 | 0.00 | 0.00 | 0.00% | 0.00 |
| c. Food Establishment - Moderate Risk | | | | | | |
| 1. Food - Moderate Risk | 747 | 1,002.00 | 1,002.00 | 0.00 | 0.00% | 0.00 |
| 2. Food - Moderate Risk - Seasonal | 12 | 843.00 | 843.00 | 0.00 | 0.00% | 0.00 |
| 3. Food - Moderate Risk - Caterer Using Rental Kitchen | 11 | 843.00 | 843.00 | 0.00 | 0.00% | 0.00 |
| 5. Food - Moderate Risk - School - 1 insp/year | 23 | 869.00 | 869.00 | 0.00 | 0.00% | 0.00 |
| 6. Food - Moderate Risk - School - 2 insp/year | 50 | 976.00 | 976.00 | 0.00 | 0.00% | 0.00 |
| 7. Food - Moderate Risk - Vet Exempt¹ | 3 | 0.00 | 0.00 | 0.00 | 0.00% | 0.00 |
| d. Food Establishment - High Risk | | | | | | |
| 1. Food - High Risk | 912 | 1,123.00 | 1,123.00 | 0.00 | 0.00% | 0.00 |
| 2. Food - High Risk - Seasonal | 24 | 909.00 | 909.00 | 0.00 | 0.00% | 0.00 |
| 3. Food - High Risk - Caterer Using Rental Kitchen | 37 | 843.00 | 843.00 | 0.00 | 0.00% | 0.00 |
| 5. Food - High Risk - Rental Kitchen | 27 | 869.00 | 869.00 | 0.00 | 0.00% | 0.00 |
| 6. Food - High Risk - School - 1 insp/year | 10 | 909.00 | 909.00 | 0.00 | 0.00% | 0.00 |
| 7. Food - High Risk - School - 2 insp/year | 9 | 1,057.00 | 1,057.00 | 0.00 | 0.00% | 0.00 |
| 8. Food - High Risk - Vet Exempt¹ | 2 | 0.00 | 0.00 | 0.00 | 0.00% | 0.00 |
| e. Certified Farmers Market | | | | | | |
| 1. Certified Farmers Market - single site | 21 | 206.00 | 206.00 | 0.00 | 0.00% | 0.00 |
| 2. Certified Farmers Market - multiple sites | 0 | 1,643.00 | 1,643.00 | 0.00 | 0.00% | 0.00 |
| f. Bed & Breakfast/Ag Homestay | | | | | | |
| 1. Bed & Breakfast / Ag Homestay | 47 | 495.00 | 495.00 | 0.00 | 0.00% | 0.00 |
| 2. Bed & Breakfast / Ag Homestay - Vet Exempt¹ | 2 | 0.00 | 0.00 | 0.00 | 0.00% | 0.00 |

Attachment 2
Public Health Services - Fee and Revenue Summary Chart

| Fee Description | FY 13-14 Budget Units | FY 12-13 Rate | FY 13-14 Proposed Rate | Rate Dollar Change | Rate % Change | Revenue Inc/(Dec) Due To Rate Change |
|--|-----------------------------|------------------|------------------------------|--------------------------|---------------------|--|
| g. Mobile Food Preparation Unit | | | | | | |
| 1. Mobile Food Preparation Unit | 58 | 535.00 | 535.00 | 0.00 | 0.00% | 0.00 |
| h. Vending Machine | | | | | | |
| 1. Vending Machine | 37 | 14.00 | 14.00 | 0.00 | 0.00% | 0.00 |
| i. Temporary Food Facility - Minimal risk | | | | | | |
| 1. Temp Food - Minimal Risk | 241 | 188.00 | 188.00 | 0.00 | 0.00% | 0.00 |
| 2. Temp Food - Minimal Risk - Vet Exempt¹ | 20 | 0.00 | 0.00 | 0.00 | 0.00% | 0.00 |
| 3. Temporary Food Facility - minimal risk pre-packaged non-PHF | 23 | 89.00 | 89.00 | 0.00 | 0.00% | 0.00 |
| j. Temporary Food Facility - Moderate Risk | | | | | | |
| 1. Temp Food - Moderate Risk | 411 | 455.00 | 455.00 | 0.00 | 0.00% | 0.00 |
| 2. Temp Food - Moderate Risk - Vet Exempt¹ | 54 | 0.00 | 0.00 | 0.00 | 0.00% | 0.00 |
| k. Swap Meet/Community Events | | | | | | |
| 1. Prepackaged Farm Stand | 0 | 89.00 | 89.00 | 0.00 | 0.00% | 0.00 |
| 2. Community Event/Swap Meet Organizer 2 - 5 vendors | 17 | 139.00 | 139.00 | 0.00 | 0.00% | 0.00 |
| 3. Community Event/Swap Meet Organizer 6 or More Vendors | 50 | 277.00 | 277.00 | 0.00 | 0.00% | 0.00 |
| 4. Community Event/Swap Meet Organizer - Vet Exempt¹ | 4 | 0.00 | 0.00 | 0.00 | 0.00% | 0.00 |
| l. Mobile Food Facility | | | | | | |
| 1. Mobile Food Facility | 67 | 374.00 | 374.00 | 0.00 | 0.00% | 0.00 |
| 2. Mobile Food Facility - Vet Exempt¹ | 3 | 0.00 | 0.00 | 0.00 | 0.00% | 0.00 |
| 3. Mobile Food Facility - Minimal Risk Pre-Packaged non-PHF | 47 | 94.00 | 94.00 | 0.00 | 0.00% | 0.00 |
| m. Occasional Event Facility - Minimal Risk | | | | | | |
| 1. Occasional Event | 99 | 68.00 | 68.00 | 0.00 | 0.00% | 0.00 |
| 2. Occasional Event - Veterans Exempt¹ | 0 | 0.00 | 0.00 | 0.00 | 0.00% | 0.00 |
| n. Occasional Event Facility - Moderate Risk | | | | | | |
| 1. Occasional Event | 100 | 286.00 | 286.00 | 0.00 | 0.00% | 0.00 |
| 2. Occasional Event - Veterans Exempt¹ | 3 | 0.00 | 0.00 | 0.00 | 0.00% | 0.00 |
| o. Satellite Food Distribution Facility | | | | | | |
| 1. Satellite Food Dist/Summer Food Program Sites | 10 | 535.00 | 535.00 | 0.00 | 0.00% | 0.00 |
| 2. Satellite Food Dist - School -1 insp/year | 7 | 535.00 | 535.00 | 0.00 | 0.00% | 0.00 |
| 3. Satellite Food Dist - School -2 insp/year | 5 | 695.00 | 695.00 | 0.00 | 0.00% | 0.00 |
| p. Multiple Units | | | | | | |
| 1. Multiple Unit at Food Facility | 595 | 170.00 | 170.00 | 0.00 | 0.00% | 0.00 |

**Attachment 2
Public Health Services - Fee and Revenue Summary Chart**

| Fee Description | FY 13-14 Budget Units | FY 12-13 Rate | FY 13-14 Proposed Rate | Rate Dollar Change | Rate % Change | Revenue Inc/(Dec) Due To Rate Change |
|---|-----------------------------|------------------|------------------------------|--------------------------|---------------------|--|
| q. Plan Checks | | | | | | |
| 1. Remodel (+ hourly rate after 1 hour) | 85 | 139.00 | 139.00 | 0.00 | 0.00% | 0.00 |
| 2. New Construction/major remodel (+ hourly rate after 4 hours) | 67 | 556.00 | 556.00 | 0.00 | 0.00% | 0.00 |
| 3. Site Reviews | 27 | 281.00 | 281.00 | 0.00 | 0.00% | 0.00 |
| 4. Counter Clearance | 4 | 46.00 | 46.00 | 0.00 | 0.00% | 0.00 |
| r. Food Handler Class | | | | | | |
| 1. Food Handler Certification Class and Test (English) | 213 | 134.00 | 134.00 | 0.00 | 0.00% | 0.00 |
| 2. Food Handler Certification Class and Test (Spanish) | 37 | 134.00 | 134.00 | 0.00 | 0.00% | 0.00 |
| 3. Food Handler Certification Test Only | 24 | 53.00 | 53.00 | 0.00 | 0.00% | 0.00 |
| 4. Food Handler Certification Retest | 14 | 53.00 | 53.00 | 0.00 | 0.00% | 0.00 |
| 5. Food Handler Class Cancellation | 3 | 20.00 | 20.00 | 0.00 | 0.00% | 0.00 |
| 5. Food Handler Certification Class Book | 3 | 24.00 | 24.00 | 0.00 | 0.00% | 0.00 |
| 6. Environmental Health Class (+ hourly rate after 2 hours) | 0 | 278.00 | 278.00 | 0.00 | 0.00% | 0.00 |
| s. Cottage Food Operations ² | | | | | | |
| 1. Class A Cottage Food Operations ² | 50 | 0.00 | 139.00 | 139.00 | 100.00% | 6,950.00 |
| 2. Class B Cottage Food Operations ² | 40 | 0.00 | 348.00 | 348.00 | 100.00% | 13,920.00 |
| s. Violation reinspection (hourly rate) | 60 | 139.00 | 139.00 | 0.00 | 0.00% | 0.00 |
| t. Late Payment Penalty - 25% of invoice balance after 30 days past due; 25% of invoice balance at 60 days past due. | 0 | 0.00 | 0.00 | 0.00 | 0.00% | 0.00 |
| u. Hourly Rate | 55 | 139.00 | 139.00 | 0.00 | 0.00% | 0.00 |
| v. Late Application Fee (25% of annual permit fee) - Applications received less than 2 weeks prior to event for mobile food preparation units, mobile food facilities, occasional events, temporary events, swap meets and community events | 0 | | | | | 0.00 |
| Veteran's Exemption - Fee Waiver as required through Business and Professions Code section 16102 ¹ | 0 | 0.00 | 0.00 | 0.00 | 0.00% | 0.00 |
| Subtotal | | | | 487.00 | | 20,870.00 |

JUSTIFICATION:

1. Business and Professions Code, Section 16102 exempts veterans who sell goods from payment of any county license, tax or fee, except for the sale of alcohol. A universal veteran's exemption fee, in the amount of \$0.00, for all categories will replace individual food fee categories previously established for veteran's exemptions to increase data tracking and workforce efficiencies

2. Cottage Food Operation fees are being established using comparison county data and time/task studies from similar services. Cost of service will be tracked to evaluate actual costs in subsequent years.

Attachment 2
Public Health Services - Fee and Revenue Summary Chart

| Fee Description | FY 13-14 Budget Units | FY 12-13 Rate | FY 13-14 Proposed Rate | Rate Dollar Change | Rate % Change | Revenue Inc/(Dec) Due To Rate Change |
|---|-----------------------------|------------------|------------------------------|--------------------------|---------------------|--|
| 2. Stormwater | | | | | | |
| a. Storm Water Permit Boundary - North Coast Region | 133 | 41.00 | 41.00 | 0.00 | 0.00% | 0.00 |
| b. Storm Water Permit Boundary - SR City | 565 | 41.00 | 41.00 | 0.00 | 0.00% | 0.00 |
| c. Storm Water Permit Boundary - San Francisco Bay Region | 69 | 41.00 | 41.00 | 0.00 | 0.00% | 0.00 |
| d. Storm Water Permit Boundary - City of Sonoma | 0 | 41.00 | 41.00 | 0.00 | 0.00% | 0.00 |
| Subtotal | | | | 0.00 | | 0.00 |
| 3. Housing | | | | | | |
| a. Organized Camps | | | | | | |
| 1. Organized Camp - Year-round | 9 | 1,347.00 | 1,347.00 | 0.00 | 0.00% | 0.00 |
| 2. Organized Camp - Seasonal | 6 | 667.00 | 667.00 | 0.00 | 0.00% | 0.00 |
| 3. Multiple Units | 14 | 108.00 | 108.00 | 0.00 | 0.00% | 0.00 |
| b. Detention Facilities/Holding Facilities | | | | | | |
| 1. Temporary Holding Facility | 6 | 233.00 | 233.00 | 0.00 | 0.00% | 0.00 |
| 2. Juvenile Detention Facility | 3 | 1,166.00 | 1,166.00 | 0.00 | 0.00% | 0.00 |
| 3. Adult Detention Facility | 2 | 1,785.00 | 1,785.00 | 0.00 | 0.00% | 0.00 |
| Subtotal | | | | 0.00 | | 0.00 |
| 4. Swim and Bath/Recreation | | | | | | |
| a. Public Pools | | | | | | |
| 1. Public Swimming Pools/Spas | 531 | 559.00 | 559.00 | 0.00 | 0.00% | 0.00 |
| 2. Multiple Units | 270 | 135.00 | 135.00 | 0.00 | 0.00% | 0.00 |
| b. Plan Checks | | | | | | |
| 1. Remodel (+ hourly rate after 1 hour) | 24 | 139.00 | 139.00 | 0.00 | 0.00% | 0.00 |
| 2. New Construction (+ hourly rate after 4 hours) | 5 | 556.00 | 556.00 | 0.00 | 0.00% | 0.00 |
| 3. Counter Clearance | 2 | 46.00 | 46.00 | 0.00 | 0.00% | 0.00 |
| 4. Site Reviews | 2 | 281.00 | 281.00 | 0.00 | 0.00% | 0.00 |
| 5. Pool Plan Check Additional Hours | 18 | 139.00 | 139.00 | 0.00 | 0.00% | 0.00 |
| c. Violation Reinspection (+ hourly rate after 1 hour) | 12 | 139.00 | 139.00 | 0.00 | 0.00% | 0.00 |
| d. Hourly Rate | 0 | 139.00 | 139.00 | 0.00 | 0.00% | 0.00 |
| e. Penalty fee - 25% of invoice balance after 30 days past due and 25% of | 0 | 0.00 | 0.00 | 0.00 | 0.00% | 0.00 |
| Subtotal | | | | 0.00 | | 0.00 |

**Attachment 2
Public Health Services - Fee and Revenue Summary Chart**

| Fee Description | FY 13-14 | FY 12-13 | FY 13-14 | Rate | Rate | Revenue |
|---|-----------------|----------|------------------|------------------|-------------|---------------------------------|
| | Budget Units | Rate | Proposed Rate | Dollar Change | % Change | Inc/(Dec) Due To Rate Change |
| 5. Milk and Dairy | | | | | | |
| a. Market Milk Dairy | | | | | | |
| 1. Market Milk Dairy Monthly Fee | 97 | 176.80 | 176.80 | 0.00 | 0.00% | 0.00 |
| 2. Sonoma County Contribution per dairy/month | 69 | 24.30 | 24.30 | 0.00 | 0.00% | 0.00 |
| 3. Marin County Contribution per dairy/month | 28 | 24.30 | 24.30 | 0.00 | 0.00% | 0.00 |
| b. Market Milk Independent Monthly Fee | 13 | 176.80 | 176.80 | 0.00 | 0.00% | 0.00 |
| c. Manufacturing Milk Dairy Monthly Fee (minimum \$78.00) | 5 | 78.00 | 78.00 | 0.00 | 0.00% | 0.00 |
| d. Producer-Distributor Raw Milk Monthly Fee | 0 | 176.80 | 176.80 | 0.00 | 0.00% | 0.00 |
| e. Violation Reinspection fee | 50 | 100.00 | 100.00 | 0.00 | 0.00% | 0.00 |
| f. Re-Score Inspection Fee | 51 | 140.00 | 140.00 | 0.00 | 0.00% | 0.00 |
| g. Water Re-Sample Fee | 66 | 60.00 | 60.00 | 0.00 | 0.00% | 0.00 |
| h. Milk Re-Sample Fee | 19 | 90.00 | 90.00 | 0.00 | 0.00% | 0.00 |
| Subtotal | | | | 0.00 | | 0.00 |
| 6. Semi-frozen Product | | | | | | |
| a. Semi-frozen Product Facility | 162 | 225.00 | 225.00 | 0.00 | 0.00% | 0.00 |
| b. Semi-frozen Product Sampling (per sample) | 43 | 25.00 | 25.00 | 0.00 | 0.00% | 0.00 |
| Subtotal | | | | 0.00 | | 0.00 |
| 7. Water Systems | | | | | | |
| a. State Small Water System Permit | 62 | 773.00 | 773.00 | 0.00 | 0.00% | 0.00 |
| b. Hourly Rate | 0 | 139.00 | 139.00 | 0.00 | 0.00% | 0.00 |
| c. Violation Reinspection (+ hourly rate after 1 hour) | 0 | 139.00 | 139.00 | 0.00 | 0.00% | 0.00 |
| Subtotal | | | | 0.00 | | 0.00 |
| 8. Septage Haulers | | | | | | |
| a. Septage Pumper/Chemical Toilet Trucks (per vehicle) | 72 | 381.00 | 381.00 | 0.00 | 0.00% | 0.00 |
| b. Permit Transfer Fee (per vehicle) | 0 | 139.00 | 139.00 | 0.00 | 0.00% | 0.00 |
| c. Hourly Rate | 0 | 139.00 | 139.00 | 0.00 | 0.00% | 0.00 |
| d. Violation Reinspection (+ hourly rate after 1 hour) | 0 | 139.00 | 139.00 | 0.00 | 0.00% | 0.00 |
| Subtotal | | | | 0.00 | | 0.00 |

**Attachment 2
Public Health Services - Fee and Revenue Summary Chart**

| Fee Description | FY 13-14 | FY 12-13 | FY 13-14 | Rate | Rate | Revenue |
|--|-----------------|-----------|------------------|------------------|-------------|---------------------------------|
| | Budget Units | Rate | Proposed Rate | Dollar Change | % Change | Inc/(Dec) Due To Rate Change |
| 9. Solid Waste Facility Permits | | | | | | |
| a. Inspection Services | | | | | | |
| 1) Disposal Site | | | | | | |
| a) Full Solid Waste Facilities Permit - Disposal Site | 1 | 38,329.00 | 38,329.00 | 0.00 | 0.00% | 0.00 |
| b) Full Solid Waste Facilities Permit - Drilling Mud | 1 | 14,942.00 | 14,942.00 | 0.00 | 0.00% | 0.00 |
| c) Permit Exemption - Quarterly Inspections | 1 | 2,288.00 | 2,288.00 | 0.00 | 0.00% | 0.00 |
| d) Permit Exemption-Semi-Annual | 0 | 1,903.00 | 1,903.00 | 0.00 | 0.00% | 0.00 |
| 2) Transfer Stations | | | | | | |
| a) Transfer Station-(Full) Lg Volume >than 600tpd | 3 | 14,942.00 | 14,942.00 | 0.00 | 0.00% | 0.00 |
| b) Transfer Station-(Full) Lg Volume>100tpd<than 600tpd | 2 | 8,713.00 | 8,713.00 | 0.00 | 0.00% | 0.00 |
| c) Transfer Station - Registration Medium | 4 | 6,814.00 | 6,814.00 | 0.00 | 0.00% | 0.00 |
| d) Transfer Station - Notification Small/Limited | 2 | 3,054.00 | 3,054.00 | 0.00 | 0.00% | 0.00 |
| 3) Closed Site Monitoring | | | | | | |
| a) Closed Site Monitoring (Monthly Inspection) | 0 | 5,634.00 | 5,634.00 | 0.00 | 0.00% | 0.00 |
| b) Closed Site Monitoring (Quarterly Inspection) | 9 | 1,910.00 | 1,910.00 | 0.00 | 0.00% | 0.00 |
| c) Closed Site Monitoring (Biannual Inspection) | 0 | 955.00 | 955.00 | 0.00 | 0.00% | 0.00 |
| d) Closed Site Monitoring (Annual Inspection) | 3 | 478.00 | 478.00 | 0.00 | 0.00% | 0.00 |
| 4) Composting Facility | | | | | | |
| a) Full Solid Waste Facilities Permit | 1 | 18,748.00 | 18,748.00 | 0.00 | 0.00% | 0.00 |
| b) Registration (Monthly Inspections) | 0 | 3,688.00 | 3,688.00 | 0.00 | 0.00% | 0.00 |
| c) Notification (Quarterly Inspections) | 3 | 1,486.00 | 1,486.00 | 0.00 | 0.00% | 0.00 |
| d) Notification (Semi-Annual Inspections) | 1 | 744.00 | 744.00 | 0.00 | 0.00% | 0.00 |
| e) Notification (Annual Inspections) | 1 | 372.00 | 372.00 | 0.00 | 0.00% | 0.00 |
| f) Notification Biosolids (Monthly Inspections) | 1 | 7,399.00 | 7,399.00 | 0.00 | 0.00% | 0.00 |
| 5) Biosolids Land Application Facility | | | | | | |
| a) Notification | 5 | 6,297.00 | 6,297.00 | 0.00 | 0.00% | 0.00 |
| b. LEA Services | | | | | | |
| 1) Facility Permits | | | | | | |
| a) New Facility Application (+ hourly rate after 18 hours) | 1 | 2,496.00 | 2,496.00 | 0.00 | 0.00% | 0.00 |
| b) Existing Permit Review (+ hourly rate after 18 hours) | 1 | 2,496.00 | 2,496.00 | 0.00 | 0.00% | 0.00 |
| c) Permit Preparation (+ hourly rate after 20 hours) | 1 | 2,773.00 | 2,773.00 | 0.00 | 0.00% | 0.00 |
| d) Permit Revision (+ hourly rate after 32 hours) | 2 | 4,437.00 | 4,437.00 | 0.00 | 0.00% | 0.00 |
| e) Permit Modification/Amendment (+ hourly rate after 8 hours) | 0 | 1,109.00 | 1,109.00 | 0.00 | 0.00% | 0.00 |
| f) Exemption Processing (+ hourly rate after 9 hours) | 0 | 1,248.00 | 1,248.00 | 0.00 | 0.00% | 0.00 |
| g) Closure/Post-closure (+ hourly rate after 32 hours) | 0 | 4,437.00 | 4,437.00 | 0.00 | 0.00% | 0.00 |
| h) CEQA Comment & Review (+ hourly rate after 18 hours) | 0 | 2,496.00 | 2,496.00 | 0.00 | 0.00% | 0.00 |

Attachment 2
Public Health Services - Fee and Revenue Summary Chart

| Fee Description | FY 13-14 Budget Units | FY 12-13 Rate | FY 13-14 Proposed Rate | Rate Dollar Change | Rate % Change | Revenue Inc/(Dec) Due To Rate Change |
|---|-----------------------------|------------------|------------------------------|--------------------------|---------------------|--|
| i) CEQA Lead Agency (+ hourly rate after 40 hours) | 0 | 5,546.00 | 5,546.00 | 0.00 | 0.00% | 0.00 |
| j) CalRecycle Meeting (+ hourly rate after 6 hours) | 0 | 832.00 | 832.00 | 0.00 | 0.00% | 0.00 |
| 2) Refuse Collection Vehicles | | | | | | |
| a) Refuse Collection and Sludge Hauling Vehicles | 285 | 292.00 | 292.00 | 0.00 | 0.00% | 0.00 |
| c. Enforcement Services | | | | | | |
| 1) Notice & Order Preparation (+ hourly rate after 8 hours) | 0 | 1,109.00 | 1,109.00 | 0.00 | 0.00% | 0.00 |
| 2) Legal Proceedings, Admin Hearings: hourly rate | 0 | 139.00 | 139.00 | 0.00 | 0.00% | 0.00 |
| d. Violation Reinspection (hourly rate) | 2 | 139.00 | 139.00 | 0.00 | 0.00% | 0.00 |
| e. Hourly Rate | 0 | 139.00 | 139.00 | 0.00 | 0.00% | 0.00 |
| f. Meth. Contamination Prop Oversight/Clearance (hourly rate) | 0 | 139.00 | 139.00 | 0.00 | 0.00% | 0.00 |
| Subtotal | | | | 0.00 | | 0.00 |

10. Medical Waste Permits

a. Large Quantity Medical (Registration Fee)

| | | | | | | |
|--|-----|----------|----------|------|-------|------|
| 1) Hospital beds | | | | | | |
| a) 1-99 beds | 4 | 1,467.00 | 1,467.00 | 0.00 | 0.00% | 0.00 |
| b) 100-199 beds | 2 | 2,101.00 | 2,101.00 | 0.00 | 0.00% | 0.00 |
| c) 200-249 beds | 0 | 2,668.00 | 2,668.00 | 0.00 | 0.00% | 0.00 |
| d) 250 beds | 1 | 3,414.00 | 3,414.00 | 0.00 | 0.00% | 0.00 |
| 2) Clinics Specialty | 5 | 840.00 | 840.00 | 0.00 | 0.00% | 0.00 |
| 3) Clinics Primary Care | 2 | 840.00 | 840.00 | 0.00 | 0.00% | 0.00 |
| 4) Clinics Laboratory | 5 | 617.00 | 617.00 | 0.00 | 0.00% | 0.00 |
| 5) Acute Psychiatric Hospital | 0 | 1,453.00 | 1,453.00 | 0.00 | 0.00% | 0.00 |
| 6) Intermediate Care | 1 | 651.00 | 651.00 | 0.00 | 0.00% | 0.00 |
| 7) Skilled Nursing Facility | 1 | 567.00 | 567.00 | 0.00 | 0.00% | 0.00 |
| 8) Medical Office | 4 | 534.00 | 534.00 | 0.00 | 0.00% | 0.00 |
| b. On Site Treatment Facility (Permit) | | | | | | |
| 1) Large Steam Sterilization | 5 | 1,675.00 | 1,675.00 | 0.00 | 0.00% | 0.00 |
| 2) Small Steam Sterilization | 1 | 557.00 | 557.00 | 0.00 | 0.00% | 0.00 |
| c. Limited Quantity Hauling Exemption-Annual Fee | 69 | 124.00 | 124.00 | 0.00 | 0.00% | 0.00 |
| d. Common Storage Facility Permit | | | | | | |
| 1) Generators 2-10 | 7 | 286.00 | 286.00 | 0.00 | 0.00% | 0.00 |
| e. Small Quantity Registration | | | | | | |
| 1) Small Quantity Registration/File Maintenance Renewal | 604 | 59.00 | 59.00 | 0.00 | 0.00% | 0.00 |
| 2) Small Quantity Registration/File Maintenance New Facility | 8 | 277.00 | 277.00 | 0.00 | 0.00% | 0.00 |

Attachment 2
Public Health Services - Fee and Revenue Summary Chart

| Fee Description | FY 13-14 Budget Units | FY 12-13 Rate | FY 13-14 Proposed Rate | Rate Dollar Change | Rate % Change | Revenue Inc/(Dec) Due To Rate Change |
|--|-----------------------------|------------------|------------------------------|--------------------------|---------------------|--|
| f. Tattoo/Body Piercing/Permanent Cosmetics | | | | | | |
| 1. Facility Registration (Annual) 1 Artist | 19 | 390.00 | 390.00 | 0.00 | 0.00% | 0.00 |
| 2. Facility Registration (Annual) 2-4 Artists | 21 | 420.00 | 420.00 | 0.00 | 0.00% | 0.00 |
| 3. Facility Registration (Annual) 5 or more Artists | 3 | 440.00 | 440.00 | 0.00 | 0.00% | 0.00 |
| 4. Practitioner Registration (one time per practitioner) | 8 | 134.00 | 134.00 | 0.00 | 0.00% | 0.00 |
| 5. Replacement Card | 0 | 34.00 | 34.00 | 0.00 | 0.00% | 0.00 |
| 6. Body Art Practitioner Registration Renewal | 93 | 85.00 | 85.00 | 0.00 | 0.00% | 0.00 |
| g. Tattoo/Body Art Temporary Event | | | | | | |
| 1. Temporary Body Art Event Organizer | 1 | 242.00 | 242.00 | 0.00 | 0.00% | 0.00 |
| 2. Temporary Body Art Event Booth | 21 | 73.00 | 73.00 | 0.00 | 0.00% | 0.00 |
| 3. Temporary Body Art Practitioner Registration | 3 | 48.00 | 48.00 | 0.00 | 0.00% | 0.00 |
| h. Tattoo/Body Art Facility Plan Check | | | | | | |
| 1. Body Art Facility Plan Check (per hour) | 2 | 139.00 | 139.00 | 0.00 | 0.00% | 0.00 |
| g. Medical research | 1 | 1,421.00 | 1,421.00 | 0.00 | 0.00% | 0.00 |
| h. Hourly Rate | 0 | 139.00 | 139.00 | 0.00 | 0.00% | 0.00 |
| i. Violation Reinspection (hourly rate) | 0 | 139.00 | 139.00 | 0.00 | 0.00% | 0.00 |
| Subtotal | | | | 0.00 | | 0.00 |
| 11. Environmental Drilling Permits | | | | | | |
| a. Wells (Investigation and Remediation) | | | | | | |
| 1. First Well | 35 | 366.00 | 366.00 | 0.00 | 0.00% | 0.00 |
| 2. Each Additional Well | 108 | 77.00 | 77.00 | 0.00 | 0.00% | 0.00 |
| b. Permit Extension/Alteration | 1 | 182.00 | 182.00 | 0.00 | 0.00% | 0.00 |
| c. Borings | | | | | | |
| 1. First Boring | 37 | 293.00 | 293.00 | 0.00 | 0.00% | 0.00 |
| 2. Each Additional Boring | 343 | 77.00 | 77.00 | 0.00 | 0.00% | 0.00 |
| d. Environmental Assessment (per site) | 21 | 552.00 | 552.00 | 0.00 | 0.00% | 0.00 |
| e. Destruction | | | | | | |
| 1. First well | 35 | 366.00 | 366.00 | 0.00 | 0.00% | 0.00 |
| 2. Each Additional Well | 231 | 77.00 | 77.00 | 0.00 | 0.00% | 0.00 |
| f. Legal Enforcement/Administrative Hearing (per hour) | 0 | 139.00 | 139.00 | 0.00 | 0.00% | 0.00 |
| g. Geotechnical boring | | | | | | |
| 1. First Boring | 1 | 293.00 | 293.00 | 0.00 | 0.00% | 0.00 |
| 2. Each Additional Boring | 1 | 77.00 | 77.00 | 0.00 | 0.00% | 0.00 |
| Subtotal | | | | 0.00 | | 0.00 |

**Attachment 2
Public Health Services - Fee and Revenue Summary Chart**

| Fee Description | FY 13-14 Budget Units | FY 12-13 Rate | FY 13-14 Proposed Rate | Rate Dollar Change | Rate % Change | Revenue Inc/(Dec) Due To Rate Change |
|--|-----------------------------|------------------|------------------------------|--------------------------|---------------------|--|
| 12. Local Oversight Program | | | | | | |
| a. Geotracker Maintenance Fee | 0 | 512.00 | 512.00 | 0.00 | 0.00% | 0.00 |
| 13. Other | | | | | | |
| a. Violation reinspection fee applicable to all laws & regulations enforced by | 0 | 139.00 | 139.00 | 0.00 | 0.00% | 0.00 |
| b. Refunds: If processing of permit as described above not begun by Public | 0 | 0.00 | 0.00 | 0.00 | 0.00% | 0.00 |
| c. Photocopies | 0 | 0.10 | 0.10 | 0.00 | 0.00% | 0.00 |
| d. Hourly rate | 0 | 139.00 | 139.00 | 0.00 | 0.00% | 0.00 |
| Subtotal | | | | 0.00 | | 0.00 |

JUSTIFICATION:

Increase in Environmental Health and Safety Fee Revenue Over FY 12-13

\$20,870.00

PUBLIC HEALTH LABORATORY

Microbial Disease Laboratory

| | | | | | | | |
|----|----------------------------------|-------|--------|--------|------|--------|----------|
| 1 | Enteric culture | 15 | 19.00 | 19.00 | 0.00 | 0.00% | 0.00 |
| 2 | Enteric serotyping | 15 | 19.00 | 19.00 | 0.00 | 0.00% | 0.00 |
| 3 | Reportable Disease | 25 | 156.00 | 156.00 | 0.00 | 0.00% | 0.00 |
| 4 | TPPA (FTA Treponema) | 30 | 31.50 | 31.50 | 0.00 | 0.00% | 0.00 |
| 5 | Gonorrhea - NAAT | 5,050 | 49.50 | 49.50 | 0.00 | 0.00% | 0.00 |
| 6 | Mycology: Culture ¹ | 700 | 13.25 | 15.00 | 1.75 | 13.21% | 1,225.00 |
| 7 | Mycology: I.D. ¹ | 250 | 17.00 | 19.00 | 2.00 | 11.76% | 500.00 |
| 8 | Parasite | | | | | | 0.00 |
| a | Formalin-ether concentrate smear | 10 | 10.00 | 10.00 | 0.00 | 0.00% | 0.00 |
| b | Direct Smear; crypto, giardia | 10 | 9.50 | 9.50 | 0.00 | 0.00% | 0.00 |
| c | Trichrome stained smear | 10 | 13.00 | 13.00 | 0.00 | 0.00% | 0.00 |
| 9 | Pinworm - Worm ID | 10 | 12.50 | 12.50 | 0.00 | 0.00% | 0.00 |
| 10 | Routine Bacterial Culture or Ci | 30 | 28.00 | 28.00 | 0.00 | 0.00% | 0.00 |
| 11 | Tuberculosis | | | | | | 0.00 |
| a | Culture: Migit960/solid media | 1,200 | 18.00 | 18.00 | 0.00 | 0.00% | 0.00 |
| b | Sputum Concentration | 1,200 | 12.00 | 12.00 | 0.00 | 0.00% | 0.00 |
| c | AFB Smear Only | 1,200 | 12.00 | 12.00 | 0.00 | 0.00% | 0.00 |
| d | Sensitivities: 3 Drugs | 10 | 75.00 | 75.00 | 0.00 | 0.00% | 0.00 |
| e | Sensitivity: PZA | 10 | 55.00 | 55.00 | 0.00 | 0.00% | 0.00 |
| f | Nucleic Acid Probe: each | 30 | 79.00 | 79.00 | 0.00 | 0.00% | 0.00 |

**Attachment 2
Public Health Services - Fee and Revenue Summary Chart**

| Fee Description | FY 13-14 Budget Units | FY 12-13 Rate | FY 13-14 Proposed Rate | Rate Dollar Change | Rate % Change | Revenue Inc/(Dec) Due To Rate Change |
|--|-----------------------------|------------------|------------------------------|--------------------------|---------------------|--|
| 12 VDRL | 90 | 8.50 | 8.50 | 0.00 | 0.00% | 0.00 |
| 13 Lyme Disease: serology | 150 | 54.00 | 54.00 | 0.00 | 0.00% | 0.00 |
| 14 Lyme Disease: Western Blot IgM or IgG | 140 | 85.00 | 85.00 | 0.00 | 0.00% | 0.00 |
| 15 Ehrlichia chafeensis serology | 60 | 40.00 | 40.00 | 0.00 | 0.00% | 0.00 |
| 16 Ehrlichia H.G.E. serology | 60 | 40.00 | 40.00 | 0.00 | 0.00% | 0.00 |
| 17 Rickettsia typhus | 50 | 40.00 | 40.00 | 0.00 | 0.00% | 0.00 |
| 18 Rickettsia rickettsii | 50 | 40.00 | 40.00 | 0.00 | 0.00% | 0.00 |
| 19 Babesia WA-1 serol./microti-serology | 500 | 45.00 | 45.00 | 0.00 | 0.00% | 0.00 |
| 20 Tick: for Lyme Disease serology | 1,400 | 29.00 | 29.00 | 0.00 | 0.00% | 0.00 |
| 21 Ticks: bulk testing per 100 ticks | 0 | 840.00 | 840.00 | 0.00 | 0.00% | 0.00 |
| 22 Food Cultures: Per suspect pathogen | 0 | 79.00 | 79.00 | 0.00 | 0.00% | 0.00 |
| Subtotal | | | | 3.75 | | 1,725.00 |

JUSTIFICATION:

1 Fee increase to cover increased cost of testing materials.

Virus Laboratory

| | | | | | | |
|--|-------|--------|--------|------|-------|------|
| 1 AIDS Test: | | | | | | |
| a HIV-ELISA test | 4,000 | 15.00 | 15.00 | 0.00 | 0.00% | 0.00 |
| b HIV-Western Blot or IFA | 20 | 63.00 | 63.00 | 0.00 | 0.00% | 0.00 |
| 2 Chlamydia NAAT | 6,000 | 49.50 | 49.50 | 0.00 | 0.00% | 0.00 |
| 3 Direct or Indirect FA or Darkfield | 0 | 19.00 | 19.00 | 0.00 | 0.00% | 0.00 |
| 4 Hepatitis C | 400 | 21.00 | 21.00 | 0.00 | 0.00% | 0.00 |
| 5 Herpes Isolation & typing | 60 | 42.00 | 42.00 | 0.00 | 0.00% | 0.00 |
| 6 Rabies Test | 200 | 131.50 | 131.50 | 0.00 | 0.00% | 0.00 |
| 7 Virus Culture non-Herpes | | | | | | |
| a Flu and other respiratory viruses | 0 | 34.00 | 34.00 | 0.00 | 0.00% | 0.00 |
| 8 Viral Testing (SF-PHL) Add'l studies, eg. FA | 0 | 31.50 | 31.50 | 0.00 | 0.00% | 0.00 |
| a Handling | 24 | 20.00 | 20.00 | 0.00 | 0.00% | 0.00 |
| b Serology (Viral Testing) AB detection | 0 | 38.00 | 38.00 | 0.00 | 0.00% | 0.00 |
| 9 West Nile Virus serology | 30 | 34.00 | 34.00 | 0.00 | 0.00% | 0.00 |
| 10 R-Mix Respiratory Virus x 8 | 50 | 255.00 | 255.00 | 0.00 | 0.00% | 0.00 |
| Subtotal | | | | 0.00 | | 0.00 |

**Attachment 2
Public Health Services - Fee and Revenue Summary Chart**

| Fee Description | FY 13-14 Budget Units | FY 12-13 Rate | FY 13-14 Proposed Rate | Rate Dollar Change | Rate % Change | Revenue Inc/(Dec) Due To Rate Change |
|--|-----------------------------|------------------|------------------------------|--------------------------|---------------------|--|
| Environmental Laboratory | | | | | | |
| 1 Water: Total/fecal coliforms. Presence/Absence | 3,000 | 25.00 | 25.00 | 0.00 | 0.00% | 0.00 |
| 2 Shellfish, Oyster Meat | 10 | 60.00 | 60.00 | 0.00 | 0.00% | 0.00 |
| 3 Water Salt/Fresh: MPN 10-15 tubes:Total/ E coli | 450 | 52.00 | 52.00 | 0.00 | 0.00% | 0.00 |
| 4 Quantitray-Colilert-Enterolert | 800 | 35.00 | 35.00 | 0.00 | 0.00% | 0.00 |
| 5 Environmental Chemistry ² | 500 | 0.00 | 30.00 | 30.00 | 100.00% | 15,000.00 |
| Subtotal | | | | 30.00 | | 15,000.00 |
| Molecular Biology Lab | | | | | | |
| Real Time PCR Chain Reaction tests for: | | | | | | |
| 1 Bordetella pertussis | 50 | 59.00 | 59.00 | 0.00 | 0.00% | 0.00 |
| 2 Mycobacteria tuberculosis | 70 | 69.00 | 69.00 | 0.00 | 0.00% | 0.00 |
| 3 Flu | 100 | 59.00 | 59.00 | 0.00 | 0.00% | 0.00 |
| 4 Noro Virus | 150 | 59.00 | 59.00 | 0.00 | 0.00% | 0.00 |
| 5 General RT-PCR | 20 | 79.00 | 79.00 | 0.00 | 0.00% | 0.00 |
| Subtotal | | | | 0.00 | | 0.00 |
| Increase in Public Health Laboratory Services Fee revenue Over FY 12-13 | | | | | | \$ 16,725.00 |

EMERGENCY MEDICAL SERVICES

| | | | | | | |
|--|-----|--------|--------|------|-------|------|
| 1 Emergency Medical Services Fees | | | | | | |
| a First Responder Certification | 50 | 80.00 | 80.00 | 0.00 | 0.00% | 0.00 |
| b EMT Certification | 575 | 80.00 | 80.00 | 0.00 | 0.00% | 0.00 |
| c EMT-Advanced Certification | 15 | 80.00 | 80.00 | 0.00 | 0.00% | 0.00 |
| d EMT & EMT-Advanced State Initial Fee | 175 | 75.00 | 75.00 | 0.00 | 0.00% | 0.00 |
| e EMT & EMT-Advanced State Recertification Fee | 400 | 37.00 | 37.00 | 0.00 | 0.00% | 0.00 |
| f Paramedic Accreditation | 20 | 200.00 | 200.00 | 0.00 | 0.00% | 0.00 |
| g MICN Certification | 20 | 80.00 | 80.00 | 0.00 | 0.00% | 0.00 |
| h Replacement Card | 15 | 12.50 | 12.50 | 0.00 | 0.00% | 0.00 |
| 2 Medical Marijuana Application Fee (Medi-Cal Enrollees) | 55 | 80.00 | 80.00 | 0.00 | 0.00% | 0.00 |
| 3 Medical Marijuana Application Fee (Non Medi-Cal Enrollees) | 180 | 160.00 | 160.00 | 0.00 | 0.00% | 0.00 |

**Attachment 2
Public Health Services - Fee and Revenue Summary Chart**

| Fee Description | FY 13-14 Budget Units | FY 12-13 Rate | FY 13-14 Proposed Rate | Rate Dollar Change | Rate % Change | Revenue Inc/(Dec) Due To Rate Change |
|--|-----------------------------|------------------|------------------------------|--------------------------|---------------------|--|
| 4 Photocopying and related clerical services | | | | 0.00 | N/A | 0.00 |
| a Copy of standard sized document, per page | 0 | 0.10 | 0.10 | 0.00 | 0.00% | 0.00 |
| b Copy from microfilm, per page | 0 | 0.20 | 0.20 | 0.00 | 0.00% | 0.00 |
| c Copy of oversized document, per page | 0 | Actual Cost | Actual Cost | N/A | N/A | N/A |
| d Clerical costs, per hour with 1/4 hour minimum | 0 | 24.00 | 24.00 | 0.00 | 0.00% | 0.00 |
| Subtotal | | | | 0.00 | | 0.00 |

Increase in Emergency Medical Services Fee revenue Over FY 12-13

0.00

**Animal Care and Control
Impound Fees**

| | | | | | | |
|--|-----|--------|--------|---|-------|------|
| 1 pound-Licensed | 148 | 58.00 | 58.00 | 0 | 0.00% | 0.00 |
| 2 pound-Not Licensed | 255 | 71.00 | 71.00 | 0 | 0.00% | 0.00 |
| 3 Dog Second Impound- licensed | 39 | 119.00 | 119.00 | 0 | 0.00% | 0.00 |
| 4 Dog Board Per Day/Dog | 957 | 18.00 | 18.00 | 0 | 0.00% | 0.00 |
| 5 Cat Impound-Altered | 17 | 18.00 | 18.00 | 0 | 0.00% | 0.00 |
| 6 Cat Impound-Unaltered | 2 | 23.00 | 23.00 | 0 | 0.00% | 0.00 |
| 7 Board Per Day/Cat | 107 | 18.00 | 18.00 | 0 | 0.00% | 0.00 |
| 8 Small Livestock - Under 300 Pounds | 5 | 23.00 | 23.00 | 0 | 0.00% | 0.00 |
| 9 Large Livestock - 300 or More Pounds | 7 | 53.00 | 53.00 | 0 | 0.00% | 0.00 |
| 10 Livestock Board Per Day/Head | 17 | 18.00 | 18.00 | 0 | 0.00% | 0.00 |

Rabies Quarantine Fees

| | | | | | | |
|--|-----|-------|-------|---|-------|------|
| 1 Rabies Quarantine-Shelter (Over The Counter) | 38 | 88.00 | 88.00 | 0 | 0.00% | 0.00 |
| 2 Rabies Quarantine-Home | 263 | 59.00 | 59.00 | 0 | 0.00% | 0.00 |
| 3 Board Per Day-Dog/Cat | 298 | 23.00 | 23.00 | 0 | 0.00% | 0.00 |
| Subtotal | | | | 0 | | 0.00 |

**Attachment 2
Public Health Services - Fee and Revenue Summary Chart**

| Fee Description | FY 13-14 Budget Units | FY 12-13 Rate | FY 13-14 Proposed Rate | Rate Dollar Change | Rate % Change | Revenue Inc/(Dec) Due To Rate Change |
|--|-----------------------------|------------------|------------------------------|--------------------------|---------------------|--|
| License Fees | | | | | | |
| 1 Dog - Altered ¹ | 12,396 | 19.50 | 25.00 | 5.50 | 28.21% | 68,178.00 |
| 2 Dog - Unaltered ¹ | 3,702 | 42.00 | 100.00 | 58.00 | 138.10% | 214,716.00 |
| 3 Dog - Altered - Penalties/Late Fee ² | 2,493 | 19.50 | 19.50 | 0 | 0.00% | -28,955.25 |
| 4 Dog - Unaltered - Penalties/Late Fees ² | 594 | 42.00 | 42.00 | 0 | 0.00% | -24,948.00 |
| 5 Dog - Altered - Senior Citizen ¹ | 3,067 | 9.75 | 12.50 | 2.75 | 28.21% | 8,434.25 |
| 6 Dog - Unaltered - Senior Citizen ³ | 566 | 19.50 | 19.50 | 0 | 0.00% | 0.00 |
| 7 Dog - Altered - Senior Citizen - Penalties/Late Fees ² | 273 | 9.75 | 9.75 | 0 | 0.00% | -2,661.75 |
| 8 Dog - Unaltered - Senior Citizen - Penalties/Late Fees ² | 69 | 19.50 | 19.50 | 0 | 0.00% | -1,345.50 |
| 9 Cat - Altered | 617 | 5.75 | 5.75 | 0 | 0.00% | 0.00 |
| 10 Cat - Unaltered | 0 | 11.50 | 11.50 | 0 | 0.00% | 0.00 |
| 11 Expired License Penalty ² | 3,429 | 0.00 | 40.00 | 40.00 | 100.00% | 137,160.00 |
| Subtotal | | | | 106.25 | | 370,577.75 |

JUSTIFICATION:

- ¹ The proposed increase in dog license fees will recover a larger percentage of actual and reasonable costs incurred in providing licensing services.
- ² License penalty fees, previously charged in addition to the overdue dog license fee, will be consolidated into one Expired License Penalty fee.
The license fee itself will no longer be charged retroactively.
- ³ The senior citizen discount for an unaltered dog license is being discontinued to encourage the ACC objective of increasing spay/neuters.

Owner surrender Fees

| | | | | | | |
|---|-----|-------|-------|---|-------|------|
| 1 Owner Surrender (Dog, Cat, Litters, Livestock, Large/Small Animal, Birds) | 369 | 34.00 | 34.00 | 0 | 0.00% | 0.00 |
| 2 Out of County (Non-Contract City Residents) | 36 | 68.00 | 68.00 | 0 | 0.00% | 0.00 |
| Subtotal | | | | 0 | | 0.00 |

Vaccination/Testing/Microchipping Fees

| | | | | | | |
|---|-----|-------|-------|---|-------|------|
| 1 Rabies Vaccine | 326 | 11.50 | 11.50 | 0 | 0.00% | 0.00 |
| 2 DHLPP (Distemper, Hepatitis, Leptospirosis, Parainfluenza, Parvo Virus Vaccine) | 619 | 11.50 | 11.50 | 0 | 0.00% | 0.00 |
| 3 Bordatella (injectable) | 34 | 11.50 | 11.50 | 0 | 0.00% | 0.00 |
| 4 Heartworm Test | 21 | 22.00 | 22.00 | 0 | 0.00% | 0.00 |
| 5 FVRCP (Feline Viral Rhinotracheitis, Calici Virus, Panleukopenia Vaccines) | 233 | 11.50 | 11.50 | 0 | 0.00% | 0.00 |
| 6 FELV/FIV Test (Feline Leukemia Virus/Feline Immunodeficiency Virus) | 18 | 22.00 | 22.00 | 0 | 0.00% | 0.00 |
| Subtotal | | | | 0 | | 0.00 |

**Attachment 2
Public Health Services - Fee and Revenue Summary Chart**

| Fee Description | FY 13-14 Budget Units | FY 12-13 Rate | FY 13-14 Proposed Rate | Rate Dollar Change | Rate % Change | Revenue Inc/(Dec) Due To Rate Change |
|--|-----------------------------|------------------|------------------------------|--------------------------|---------------------|--|
| Potentially Dangerous/Vicious Dogs | | | | | | |
| 1 Potentially Dangerous Dog | 63 | 119.00 | 119.00 | 0 | 0.00% | 0.00 |
| 2 Dangerous/Vicious Dog | 2 | 298.00 | 298.00 | 0 | 0.00% | 0.00 |
| Subtotal | | | | 0 | | 0.00 |
| Kennel/Pet Shop License | | | | | | |
| 1 Commercial Kennel | 32 | 168.00 | 168.00 | 0 | 0.00% | 0.00 |
| 2 Pet Fancier Kennel (Dog) | | | | | | |
| a Altered+Mandatory Individual Dog License | 12 | 35.00 | 35.00 | 0 | 0.00% | 0.00 |
| b Unaltered+Mandatory Individual Dog License | 26 | 70.00 | 70.00 | 0 | 0.00% | 0.00 |
| 3 Pet Fancier Kennel (Cat) | | | | | | |
| a Altered+ Optional Cat License | 0 | 17.25 | 17.25 | 0 | 0.00% | 0.00 |
| b Unaltered+Optional Cat License | 0 | 35.00 | 35.00 | 0 | 0.00% | 0.00 |
| 4 Hobby Kennel | 14 | 168.00 | 168.00 | 0 | 0.00% | 0.00 |
| 5 Pet Shop | 3 | 168.00 | 168.00 | 0 | 0.00% | 0.00 |
| Subtotal | | | | 0 | | 0.00 |
| Animal Rendering Services | | | | | | |
| 1 Large Animal Rendering Fee | 200 | 60.00 | 60.00 | 0 | 0.00% | 0.00 |
| Increase in Animal Control Services Fee revenue Over FY 12-13 | | | | | | 370,577.75 |
| TOTAL PUBLIC HEALTH FEE INCREASE OVER FY 12-13 | | | | | | \$ 408,172.75 |



County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 56 2:10 P.M.
(This Section for use by Clerk of the Board Only.)

To: Sonoma County Board of Supervisors

Board Agenda Date: April 23, 2013

Vote Requirement: Majority

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

Staff Name and Phone Number:

Brett Williams, 565-2296

Supervisorial District(s):

Title: F.Y. 2013-2014 Fee Ordinance for Permit and Resource Management Department

Recommended Actions:

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

Executive Summary:

The Sonoma County Permit and Resource Management Department (P.R.M.D.) provides land use planning and permitting services for the unincorporated areas of Sonoma County. P.R.M.D.'s budget relies heavily on permit fee revenue to fund its operations. The department currently projects a flat level of permit activity in F.Y. 13-14 and proposes no cost of living increase on fees. Accordingly, nearly all permit fees and hourly rates will remain unchanged for next fiscal year. A small number of fees are proposed to be adjusted.

Proposed Fee Adjustments:

In the Building and Safety Division, the department is proposing new fees for roof-mounted photovoltaic systems to comply with Senate Bill 1222, which sets a tier-based fee on residential and commercial roof-mount photovoltaic systems. The permit cost for residential roof mount systems will be \$500 for 0-15 kilowatts (kW) plus an additional \$5 for each kilowatt over 15kW. Commercial roof mount systems will be \$1000 for 0-50kW plus \$7 for each kilowatt between 51 and 250kW, plus \$5 for each kilowatt over 250kW. The average fee for residential roof-mount permits will decrease by 3% from \$517 to \$500. Full cost recovery will not be met for some permit tiers as these fee rates are now legislated. Although state law does not establish fees for ground mount systems, P.R.M.D. proposes new ground mount fees based on the same tiered pricing model as roof systems with the additional cost for plan review and inspection work in order to recover the cost of providing these services. Residential ground mount systems will be established at \$782 for 0-15kW plus an additional \$5 for each kilowatt over 15kW. Commercial ground mount systems will be \$1421 for 0-50kW plus \$7 for each kilowatt between 51 and 250kW, plus \$5 for each kilowatt over 250kW.

In the Engineering and Water Resources Division, the department is proposing two lower cost encroachment permit fees for underground work on natural gas pipes and one additional special event fee to more accurately reflect the cost of providing these services. The encroachment fee changes include a service for "bell holes"

(typically a four-foot hole for repair purposes) which will reduce the permit fee from \$328 to \$285 and the inspection fee from \$941 to \$375 totaling a reduction of \$609. These fees are used extensively by P.G.& E. for repair work on their gas lines. Due to the nature and high volume of projects from P.G.& E., P.R.M.D. staff has eliminated the initial site visits for each bell hole unless there is a project-specific reason. Staff also created standard conditions that can be applied to each bell hole permit, thus reducing the necessary staff time to one inspection and the cost of the permitting service. Other natural gas pipeline permit fees will be reduced from \$328 to \$285 to match the bell hole rates. Inspection fees for other pipeline work will remain the same.

A new tiered fee is proposed for athletic events including bike races, running races, triathlons, etc., to fully recover the cost of staff hours required to ensure that appropriate public safety and neighborhood convenience measures are included for each specific event. The tiers are based on the need for measures that require P.R.M.D. staff inspections and police and fire agency notifications. Four tiers are proposed including minimal (\$59), low (\$118), moderate (\$586) and high (\$826) community impacts for these athletic events. The current rate of \$586 for a special events permit does not account for the variance in event size and associated workload and is often cost prohibitive for small events to obtain a permit. As such, the tiered approach is recommended. Since community and public safety impacts can differ widely based on the size and locations of events, P.R.M.D. recommends establishing four tiers to match the permit cost to the amount of staff work needed. The high level of \$826 will be used for events that are new to Sonoma County to ensure applicant meets all requirements for addressing community impacts. The current level (\$586) will remain for moderate level events such as triathlons, marathons and century rides with no extraneous demands. The additional lower tiers will allow small events, such as small size, limited capacity events, to still obtain a permit and ensure that California Highway Patrol and emergency services are notified of all events.

In the Planning Division, the department proposes to reduce the Williamson Act contract non-renewal/land conservation plan amendment fee from \$1178 to \$508 due to simpler processing requirements. Following modifications to the Sonoma County Uniform Rules for Agricultural Preserves and Farmland Security Zones, adopted December 2011, Williamson Act contract non-renewals are now reviewed by the Director and no longer require Board of Supervisors approval. Since this change, staff has monitored the resulting workload decrease and proposes this change to reduce the fee accordingly.

Prior Board Actions:

4/24/12 –Adopted Ordinance 5979 setting fees for P.R.M.D. and ordinances setting permit, plan check and inspection fees for County sanitation districts/zones for F.Y.2012-13 and adopting resolution 12-0205 setting charges and approving collection of on-site wastewater disposal charges for CSA#41 Sea Ranch-Zone 2 on the tax roll for F.Y.2012-13, F.Y.2013-14 and F.Y.2014-15.

4/19/11 –Adopted Ordinance 5931 setting fees for P.R.M.D. and ordinances setting permit, plan check and inspection fees for County sanitation districts/zones for F.Y.2011-12 and adopting resolution 11-0201 reducing charges and approving collection of on-site wastewater disposal charges for CSA#41 Sea Ranch-Zone 2 on the tax roll for F.Y. 2011-12.

5/11/10 – Adopted Ordinance 5890 setting fees for and ordinances setting permit, plan check and inspection fees for County sanitation districts/zones for F.Y. 2010-11 and adopting resolution 10-0401 reducing charges and approving collection of on-site wastewater disposal charges for CSA#41 Sea Ranch-Zone 2 on the tax roll for F.Y. 2010-11.

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

The fees assessed by the County for services performed by the department help to ensure the buildings and the infrastructure supporting them provide safe homes and businesses. The fees allow the

department to provide staff and processes that provide regulatory oversight to ensure developers are building pursuant to the local, state, and federal law.

Fiscal Summary - FY 12-13

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

Narrative Explanation of Fiscal Impacts (If Required):

There is no impact on the FY 12/13 budget. Fee amendments will be effective in FY 13/14. Net effect of all fee changes is \$216 and is included in P.R.M.D.'s F.Y.2013-14 recommended budget.

Staffing Impacts

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

Narrative Explanation of Staffing Impacts (If Required):

Attachments:

- Attachment A. Fee and Revenue Summary and Fee Schedules
- Attachment B. P.R.M.D. F.Y. 2013-2014 Fee Ordinance and Exhibit A

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

| |
|--|
| |
|--|

FEE AND REVENUE SUMMARY CHART

PERMIT AND RESOURCE MANAGEMENT DEPARTMENT

| <u>FEE DESCRIPTION</u> | <u>FY 13-14 UNITS OF SERVICE</u> | <u>FY 12-13 RATE</u> | <u>FY 13-14 PROPOSED RATE</u> | <u>RATE DOLLAR CHANGE</u> | <u>RATE PERCENT CHANGE</u> | <u>FY 13-14 REVENUE INCREASE (DECREASE) DUE TO RATE CHANGE</u> |
|---|--|--------------------------|---------------------------------------|-----------------------------------|------------------------------------|--|
| <u>Building Inspection</u> | | | | | | |
| POLICY CHANGES: | | | | | | |
| Photovoltaic Roof Mounted System* | 271 | 517.00 | - | (517.00) | 0.0% | (\$140,107) |
| Justification: Delete fee to separate PV fees for Residential and Commercial and set tiers per CA Senate Bill-1222. | | | | | | |
| Photovoltaic Ground Mounted System* | 101 | 972.00 | | (972.00) | 0.0% | (\$98,172) |
| Justification: Delete fee to separate PV fees for Residential and Commercial and set tiers matching roof mount per CA Senate Bill-1222. | | | | | | |
| Residential Photovoltaic Roof Mounted System* | 217 | - | 500.00 | 500.00 | 0.0% | \$108,400 |
| Justification: Establish residential fee with tiers matching new CA Senate Bill-1222. | | | | | | |
| Commercial Photovoltaic Roof Mounted System* | 54 | - | 1,000.00 | 1,000.00 | 0.0% | \$54,200 |
| Justification: Establish commercial fee with tiers matching new CA Senate Bill-1222. | | | | | | |
| Residential Photovoltaic Ground Mounted System* | 20 | - | 782.00 | 782.00 | 0.0% | \$15,796 |
| Justification: Establish residential fee with tiers matching new CA Senate Bill-1222. | | | | | | |
| Commercial Photovoltaic Ground Mounted System* | 81 | - | 1,421.00 | 1,421.00 | 0.0% | \$114,817 |
| Justification: Establish commercial fee with tiers matching new CA Senate Bill-1222. | | | | | | |
| <u>Encroachment Permits</u> | | | | | | |
| POLICY CHANGES: | | | | | | |
| Athletic Event-Triathlon, Marathon, Bike Race* | 25 | - | 464.00 | 464.00 | 0.0% | \$11,600 |
| Justification: Establish new fee for special athletic events to set the permit fee against public safety and neighborhood convenience for varying event types. | | | | | | |
| Encroachment Permit Fee* | 306 | 371.00 | 328.00 | (43.00) | 0.0% | (\$13,158) |
| Justification: Add encroachment permit level for natural gas bell hole and pipeline work. | | | | | | |
| Encroachment Inspection Fee* | 505 | 560.00 | 468.00 | (92.00) | -16.4% | (\$46,460) |
| Justification: Add encroachment permit level for natural gas bell hole and pipeline work. | | | | | | |
| <u>Planning and Zoning Fees</u> | | | | | | |
| POLICY CHANGES: | | | | | | |
| Ag Preserve-Contract Non-Renewal/Land Conservation Plan | 10 | 1,178.00 | 508.00 | (670.00) | -56.9% | (\$6,700) |
| Justification: Reduce fee to match simpler processing requirements. | | | | | | |
| * Indicates average of all applicable fees based on assumed levels of fees obtained and do not reflect the specific fee adjusted in this category as outlined in attached resolution. | | | | | | |
| GRAND TOTAL | | | | | | \$216 |

Ordinance Number

An Ordinance Of The Board Of Supervisors Of The County Of Sonoma, State Of California, Adopting, Increasing, and Deleting Fees Effective July 1, 2013, For Building Plan Check and Inspection Fees, Encroachment Fees and Project Review Fees.

The Sonoma County Board of Supervisors does hereby ordain as follows:

Section 1: 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 2: In order to recover the reasonable 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, 2013.

Section 3: In all other respects, Ordinance No. 5890, Ordinance No. 5931, and Ordinance No. 5979 setting fees effective as of July 10, 2010, July 1, 2011, and July 1, 2012 and any fee reductions established by subsequent resolution, shall remain in full force and effect.

Section 4: 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; California Code of Regulations, Title 14, Section 15273).

Section 5: Fee reductions based on updated cost data may be implemented by the Board of Supervisors by Resolution.

Section 6: 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 7: 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 1, 2013, 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 on this 23rd day of April, 2013, on regular roll call of the members of said Board by the following vote:

Supervisors:

| | | | | |
|--------|-------|----------|-----------|----------|
| Gorin: | Zane: | McGuire: | Carrillo: | Rabbitt: |
| Ayes: | Noes: | Absent: | Abstain: | |

So Ordered.

Chair, Board of Supervisors
County of Sonoma

Attest:

Veronica A. Ferguson, Clerk of the Board of Supervisors

P.R.M.D. FY 2013-2014 NEW AND ADJUSTED FEES

| <u>PHOTOVOLTAIC SYSTEMS</u> | |
|--|------------------------------------|
| <u>Residential Roof Mount Systems</u> | |
| For services of 0-15 Kilowatts | 500.00 |
| For over 15 Kilowatts | 500.00 plus \$15 each kw over 15 |
| <u>Residential Ground Mount Systems</u> | |
| For services of 0-15 Kilowatts | 782.00 |
| For over 15 Kilowatts | 782.00 plus \$15 each kw over 15 |
| <u>Commercial Roof Mount Systems</u> | |
| For services of 0-50 Kilowatts | 1,000.00 |
| For services of 51-250 Kilowatts | 1,000.00 plus \$7 each kw over 50 |
| For over 250 Kilowatts | 2,400.00 plus \$5 each kw over 250 |
| <u>Commercial Ground Mount Systems</u> | |
| For services of 0-50 Kilowatts | 1,421.00 |
| For services of 51-250 Kilowatts | 1,421.00 plus \$7 each kw over 50 |
| For over 250 Kilowatts | 2,821.00 plus \$5 each kw over 250 |

| <u>AGRICULTURAL AND TIMBER PRESERVES</u> | |
|---|----------|
| Contract Non-Renewal/Land Conservation Plan Amendment | \$508.00 |

| <u>ENCROACHMENT PERMIT FEES</u> | | |
|--|---|---|
| <u>Underground Work</u> | <u>Permit Fee</u> | <u>Inspection Fee</u> |
| Bell Hole for Natural Gas Services | \$285.00 | \$375.00 |
| Natural Gas Pipeline Services | \$285.00 | \$941 per 1st 100 lineal feet plus \$470 per additional 100' or fraction thereof. |
| <u>Special Events</u> | | |
| Athletic Events ie, Biking, Running, Triathlons: | Minimal Impact \$59 Low Impact \$118 Moderate Impact \$586 High Impact \$826 | Actual cost incurred by the County. |



County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 57 2:10 P.M
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors of the County of Sonoma

Board Agenda Date: April 23, 2013

Vote Requirement: Majority

Department or Agency Name(s): Probation

Staff Name and Phone Number:

Robert Ochs 565-2732

Supervisorial District(s):

Countywide

Title: Resolution establishing new fees and adopting fee increases and decreases for the Probation Department

Recommended Actions:

Resolution establishing new fees and adopting fee increases and decreases for the Probation Department effective July 1, 2013.

Executive Summary:

The attached Fee and Revenue Summary Chart provides an itemization of proposed fees to be increased and decreased by the Board of Supervisors and collected by the Probation Department.

In FY 12-13, the Board of Supervisors approved an increase to many of the fees charged. The Probation fees which had not already reached statutory maximums were increased by approximately 5% in order to keep pace with an increase to the cost to the Department of providing services. A cost analysis was performed to assure that the recommended rates did not exceed the actual costs to provide the associated services, as required by the Penal and Welfare and Institutions Codes. The Board of Supervisors approved the proposed increases in Probation fee rates, which were projected to increase billings by \$535,013. Historical collection rates indicate that the additional revenue Probation could realize in FY 12-13 is considerably less than the amount billed.

For FY 13-14, the Department is recommending increasing fees by approximately 5%. The recommended fee increases are based on an increased cost of doing business for the Probation Department, such as increases to the cost of workers compensation insurance. Because decisions the Department is making over the coming weeks and months to address the current budget deficit may affect these cost assumptions, the Probation Department will coordinate with the County Administrator and County Counsel to adjust fees (via consent calendar resolution), if needed, after the budget and the balancing decisions have been finalized.

Estimate of Increased Revenue

The proposed fee rates for FY 13-14 reflect an overall increase in potential revenue of approximately \$212,816. While this is the additional amount the Department could bill in FY 13-14, based on historical collection rates and the law requiring collection of 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 an impact on the affected probation clients.

Approval of fee increases are requested to help fund important programs, services and necessary program staff that would potentially otherwise be reduced if outside funding is not available.

The recommended increase to probation fees will not cover all of the costs associated with performing these services in most cases (as shown in Exhibit A); however, it is intended to incrementally increase fees to more closely align with the actual cost of doing business. As cited previously, the Penal and Welfare and Institutions Codes require that the Probation Department consider the defendant's ability to pay when setting fees. Collection rates are fairly low in many cases due to this requirement because many of the clients the Department serves have a limited ability to pay. Recent assessment data shows that 80% of those assessed have an average monthly household income from legal employment under \$2000 per month, with 53% under \$1,000 per month. Additionally, it is within the discretion of the court to determine the defendant's ability to pay, the amount which is to be paid, and the method and frequency with which payment is to be made.

New Fee

The Domestic Violence Batterer's Treatment Program Certification Fee shall be charged to providers that facilitate batterer's treatment programs to which the Court or the Probation Department refer defendants. The Probation Department is responsible for designing and implementing an approval and renewal process for batterer's programs and this fee is charged to providers to help pay for the cost to the Department for this service.

Population Served

There are several categories of defendants who will be affected by the new fees and increases. The Adult Probation Supervision, Chemical Testing, Jurisdictional Transfer/Interstate Compact Supervision Request Application, Electronic Monitoring, and Expungement 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, and the report created is provided to the Court, as mandated by the Penal Code, to assist with the sentencing process. Approximately 80% of offenders for whom reports are written are granted probation when sentenced. 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 and Work Release fees are charged to adult offenders who are applying to participate or are participating in Jail Alternative Programs. The Supervised Own Recognizance (SOR) Supervision fee is charged to defendants awaiting disposition who are released to this program for pre-trial supervision.

The Chemical Testing and Record Sealing fees are charged to the juvenile participant. The Juvenile Supervision and Juvenile Electronic Monitoring fees are charged to parent/guardian of the juvenile participant.

Summary of Fee Changes by Probation Division

Adult Probation: The fee increases for Adult Probation are between 5.0% - 5.6%. The fee that will be charged for pre-sentence reports will increase to \$751. The fee that will be charged for adult supervision will increase to \$751 per year. The fees that will be charged to probation clients will increase to \$7.80 per test fee for chemical testing, and \$75 for the jurisdictional transfer/interstate compact supervision request application fee. The fee charged to file a petition for an Expungement will increase to \$144. The fee charged for installment payments for pre-sentence and probation supervision fees will increase to \$60. The fee charged for installment payments for fines will increase to \$42. The SOR Supervision fee is charged on a sliding scale in an amount to be determined by the defendant's SOR Officer, or his/her authorized representative, not to exceed the actual average cost of SOR participation. Due to the consolidation of staff previously assigned to jail programs, into the same building as the rest of Adult Probation, overhead costs to the Probation Department to provide this service were reduced. Subsequently, the maximum daily rate is reduced to \$19 per day. The Work Release Application fee will increase to \$75 and the Work Release fee will increase to \$19. Lastly, the DV Batterer's Treatment Program Certification Fee in the amount of \$250 shall be charged to providers each year that their batterer's treatment program is

approved or approval is renewed. The total potential increase to billed revenue related to the fee increases for Adult Probation is approximately \$192,678.*

Juvenile Probation: The fee increases for Juvenile Probation are between 4.8% and 5.4%. The Record Sealing fee will increase to \$144 and chemical testing to \$7.80 per test. The Juvenile Supervision fee will increase to \$126. The Juvenile Electronic Monitoring fee will be charged on a sliding scale, not to exceed \$44 per day. The total potential increase to billed revenue related to the fee increases for Juvenile Probation is \$9,760.*

Supervised Adult Crews: The fee for Supervised Adult Crews for Work Release is increased to \$19, a 5.6% increase. The total potential increase to billed revenue for Supervised Adult Crews is \$10,378.*

The attached Fee and Revenue Summary Chart provides an itemization of proposed fees to be increased or decreased by the Board of Supervisors and collected by the Probation Department.

*The actual billed revenue is subject to the level ordered by the court. Judges have the discretion to not impose fees. Additionally, the actual level of fees collected is subject to the client’s ability and willingness to pay.

Prior Board Actions:

- 04/24/12 Probation Department Fee Increases
- 04/19/11 Probation Department Fee Increases and New Fees
- 04/20/10 Probation Department Fee Increases
- 06/02/09 Probation Department Fee Increases
- 04/15/08 Probation Department Fee Increases and New Fees
- 04/19/05 Fee Increases – Juvenile Record Sealing and Adult Records Expunged
- 06/06/02 Resolution approving the establishment of fees and procedures for the collection and distribution of payments collected pursuant to restitution orders and related fines and fees.

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 - FY 12-13

| 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):

Fee changes will not be effective until FY 2013-2014. There is no impact to the current fiscal year. Total estimated billings is \$212,816. See attached "Fee and Revenue Summary Chart". Adoption of this fee resolution allows the Probation Department to recover partial costs associated with the performance of services described in this board item.

Staffing Impacts

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

Narrative Explanation of Staffing Impacts (If Required):**Attachments:**

Exhibit A: Probation Fees Cost Analysis
 Exhibit B: Fee and Revenue Summary Chart
 Resolution establishing new fees and adopting fee increases and decreases for various Probation services.

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

None



County of Sonoma

State of California

Date: April 23, 2013

Resolution Number: _____

4/5 Vote Required

**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, Establishing
New Fees, Increasing and Decreasing Fees For Various Services Provided By The Probation
Department Effective July 1, 2013.**

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 a thorough 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 charged to offset their cost; 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. 12-0206 setting fees effective as of July 1, 2012, 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 fees for various services provided by the Probation Department are hereby adopted, effective July 1, 2013.

Resolution #

Date:

Page 2

Now, Therefore, Be It Resolved that the foregoing recitals are true and correct, and as follows:

- I. Fees To Be Increased. The following fees are hereby increased:
 - a. A \$751 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.
 - b. A \$751 Adult Probation 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.
 - c. A \$7.80 Chemical Testing Fee shall be established as the cost of test, the staff cost of the collecting of chemical testing, and the administration of the testing program pursuant to Penal Code section 1203.1ab (for adults) and Welfare and Institutions Code section 729.9 (for juveniles), which shall be charged per court order as required therein.
 - d. A \$75 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.
 - e. A \$144 Expungement Fee shall be established and charged pursuant to Penal Code section 1203.4(d) for when a petition is filed for an order of expungement for Adult records.
 - f. A \$60 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.
 - g. A \$42 Installment Payment Fee shall be established and charged pursuant to Penal Code section 1205(d) as the actual costs of setting up and processing installment payments for fines other than restitution.
 - h. A \$144 Recording Sealing Fee shall be established and charged pursuant to Penal Code section 1203.45(g) for when a petition is filed for an order of record sealing for Juvenile records.
 - i. A \$126 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.

- j. A Juvenile Electronic Monitoring Fee shall be charged pursuant to Welfare and Institutions Code section 903.2 in an amount to be determined by the participant's officer, or his/her authorized representative, not to exceed the actual average cost of juvenile electronic monitoring. (The actual average cost is estimated as \$44 per day).
- k. Pursuant to Penal Code Section 1208.2(b)(1), the following fees shall be prescribed and charged as set forth below. These fees together do not exceed the pro rata cost of the work release program, including the cost of equipment, supervision, and other operating costs.
 - a. A \$75 Work Release Application Fee shall be charged to defendants for the cost of processing work release applications;
 - b. A \$19 Work Release Program Administration Fee shall be charged to defendants for each day they participate in the work release program.

II. Fees To Be Decreased. The following fee is hereby decreased:

- i. A Supervised Own Recognizance fee shall be charged in an amount not to exceed \$19, pursuant to Penal Code section 1203.1b (a). This fee will be charged on a sliding scale in an amount to be determined by the defendant's probation officer, or his/her authorized representative, not to exceed the actual average cost of pre-trial probation supervision.

III. New Fees to be Charged. The following fees are hereby established:

- m. A \$250 Domestic Violence Batterer's Treatment Program Certification Fee shall be established and charged to providers each year that their batterer's treatment program is approved or approval is renewed, pursuant to Penal Code section 1203.097(c)(5)(B), which prescribes that the fee for approval and approval renewal shall not to exceed \$250 every year.

Supervisors:

| | | | | |
|--------|-------|----------|-----------|----------|
| Gorin: | Zane: | McGuire: | Carrillo: | Rabbitt: |
| Ayes: | Noes: | Absent: | Abstain: | |

So Ordered.

EXHIBIT A

Probation Fees Cost Analysis

The Department is not requesting that the fees be raised to the actual cost of providing each service because those amounts would exceed what the population can support, and would also exceed the fees charged by our comparison counties.

Juvenile Supervision:

| | | | |
|--|----|-----------|---------------|
| Total County Vehicle Cost | | \$ | 64,768.00 |
| Average Wages & Benefits for a DPO: | \$ | 138,963 | |
| Number of Supervisory DPOs: | | <u>11</u> | |
| Total Direct Cost of Supervisory DPOs: | | \$ | 1,528,593.00 |
| Total Indirect Costs for Supervision | | \$ | 909,255.73 |
| Total Direct & Indirect Costs | | \$ | 2,502,616.73 |
| Number of Juveniles Supervised Yearly: | | | 700 |
| Cost per Juvenile Supervised Yearly: | | \$ | 3,575.17 |
| Fee Requested: | | \$ | 126.00 |

Juvenile Electronic Monitoring:

| | | | |
|--|--|----|---|
| Salaries & Benefits of CD Staff 3 JCC III's & 1 PA | | \$ | 478,097.00 |
| Indirect Costs: | | \$ | 190,018.74 |
| Total Staff Costs: | | \$ | 668,115.74 |
| Annual Vehicle Costs (3): | | \$ | <u>43,242.50</u> |
| Total Annual Costs | | \$ | 711,358.24 |
| Daily Program Cost | | \$ | 1,948.93 |
| Number of Daily Slots | | | <u>45</u> |
| Individual Cost per Day | | \$ | 43.31 |
| Contracted Cost (Daily Equipment Cost) | | \$ | <u>2.41</u> |
| Total Costs: | | \$ | 45.72 |
| Fee Requested: | | | Sliding Scale not to exceed \$44 per Day |

EXHIBIT A

Pre-Sentence Reports:

| | | |
|--|----|---------------|
| Average Hourly Wages & Benefits for a DPO: | \$ | 58.60 |
| Average Hours Spent Per Report by DPOs: | | 8 |
| Total Direct Cost of Investigative DPOs: | \$ | 468.80 |
| Total Indirect Costs of Pre-Sentence Reports | \$ | 303.78 |
| Cost per Report: | \$ | 772.58 |
| Fee Requested: | \$ | 751.00 |

Adult Probation Supervision:

| | | | |
|--|----|------------|---------------|
| Total County Vehicle Cost | | \$ | 40,554.00 |
| Average Wages & Benefits for a DPO: | \$ | 134,399.00 | |
| Number of Supervisory DPOs: | | 42 | |
| Total Direct Cost of Supervisory DPOs: | | \$ | 5,644,758.00 |
| Total Indirect Costs for Supervision | | \$ | 3,657,734.88 |
| Total Direct & Indirect Costs | | \$ | 9,343,046.88 |
| Number of Adults Supervised Yearly: | | | 3340 |
| Cost per Adult Supervised Yearly: | | \$ | 2,797.32 |
| Yearly Fee Requested: | | \$ | 751.00 |

Domestic Violence Batterer's Treatment Program Certification Fee

| | | | |
|---|--|----|---------------|
| Hourly Wage of EH Division Director: | | \$ | 55.73 |
| Average Hours Necessary to Certification each Program: | | | 8.9 |
| | | \$ | 496.93 |
| Average Hourly Wages & Benefits for a DPO: | | \$ | 58.60 |
| Number of DPOs assigned to the DV Unit: | | | 9.0 |
| Average Hours Necessary from DV Unit per Certification/per Program: | | | 0.9 |
| | | \$ | 483.45 |
| Cost per program per certification: | | \$ | 980.38 |
| Fee Requested: | | \$ | 250.00 |

EXHIBIT A

Chemical Testing:

| | | |
|---|----|-------------|
| Minimum Cost per Test: | \$ | 3.60 |
| Average Hourly Wages & Benefits for a DPO: | \$ | 58.60 |
| Average Hours Spent Per Test by DPOs: | | 0.1 |
| Total Cost of Time Spent by DPOs on Chemical Testing: | \$ | 5.86 |
| Total Indirect Costs of Chem Testing | \$ | 3.80 |
| Total Cost of Chemical Testing per Test: | \$ | 13.26 |
| Fee Requested: | \$ | 7.80 |

Jurisdictional Transfer/Interstate Compact Supervision Request Applications:

| | | |
|--|----|--------------|
| Average Hourly Wages & Benefits for a DPO: | \$ | 58.60 |
| Average Hours Spent Per Application by DPOs: | | 4 |
| Total Direct Cost of Time Spent by DPOs on Application Review: | \$ | 234.40 |
| Total Indirect Costs of Transfer Requests | \$ | 151.89 |
| Total Cost per Application: | \$ | 386.29 |
| Fee Requested: | \$ | 75.00 |

Expungements:

| | | |
|--|----|---------------|
| Average Hourly Wages & Benefits for a DPO: | \$ | 58.60 |
| Average Hours Spent Per Expungement by DPOs: | | 2 |
| Total Cost of Time Spent by DPOs on Expungement: | \$ | 117.20 |
| Total Indirect Costs of Expungement | \$ | 75.94 |
| Total Cost of Time Spent on Expungement: | \$ | 193.14 |
| Fee Requested: | \$ | 144.00 |

EXHIBIT A

Collection Fee - Installment Payments for Pre-Sentence and Probation Supervision Fees:

| | | |
|---|----|------------|
| Average Hourly Wages & Benefits for a ACCT CLK II: | \$ | 41.45 |
| One time initial set up of installment account (20 minutes) | \$ | 13.82 |
| Split 50/50 with Installment Payment Fee | | <u>0.5</u> |
| | | 6.91 |

Reoccurring Costs:

| | |
|---|-------------|
| Process pmt, reconcile end of day receipts, prepare deposit (6.5 Min) | 4.49 |
| Prepare statements for mailing | 0.20 |
| Postage, Envelopes, Statements, Receipts | <u>0.69</u> |
| Total Reoccurring Costs: | \$ 5.38 |

Total Reoccurring Costs for 3 year Probationary period \$ 193.70

Cost of Collection: \$ 200.60

Fee Requested: \$ **60.00**

Installment Payment Fee for Fines:

| | | |
|---|----|------------|
| Average Hourly Wages & Benefits for a ACCT CLK II: | \$ | 41.45 |
| One time initial set up of installment account (20 minutes) | \$ | 13.82 |
| Split 50/50 with Collection Fee | | <u>0.5</u> |
| | | 6.91 |

Reoccurring Costs:

| | |
|---|-------------|
| Process pmt, reconcile end of day receipts, prepare deposit (6.5 Min) | 4.49 |
| Prepare statements for mailing | 0.20 |
| Postage, Envelopes, Statements, Receipts | <u>0.69</u> |
| Total Reoccurring Costs: | \$ 5.38 |

Total Reoccurring Costs based on minimum \$25 pmt (200 fine) \$ 43.04

Total Cost of Installment Payment Collection: \$ 49.95

Fee Requested: \$ **42.00**

EXHIBIT A

Recording Sealing:

| | | |
|---|----|---------------|
| Average Hourly Wages & Benefits for a DPO: | \$ | 59.85 |
| Average Hours Spent Per Record Sealing by DPOs: | | 3 |
| Total Cost of Time Spent by DPOs on Record Sealing: | \$ | 179.55 |
| Total Indirect Costs of Pre-Sentence Reports | \$ | 106.80 |
| Total Cost of Time Spent on Record Sealing: | \$ | 286.35 |
| Fee Requested: | \$ | 144.00 |

Work Release Applications:

| | | |
|--|----|--------------|
| Average Hourly Wages & Benefits for a DPO: | \$ | 59.85 |
| Average Time per Application | | 1 |
| Total Cost of Time Spent by DPOs on Work Release: | \$ | 59.85 |
| Total Indirect Costs of Work Release Applications: | \$ | 33.51 |
| Total Direct & Indirect Costs | \$ | 93.36 |
| Fee Requested: | \$ | 75.00 |

Work Release:

| | | |
|---|----|--------------|
| Average Wages & Benefits for a Probation Assistant (PA): | \$ | 92,710.00 |
| Average Wages & Benefits for a DPO: | \$ | 122,357.00 |
| Total Cost of Work Release Staff: | \$ | 215,067.00 |
| Indirect Cost | \$ | 120,422.85 |
| Average Wages & Benefits for a Prob. Industries Crew Sup. (PICS): | \$ | 140,509.00 |
| Number of Work Release PICS: | | 7 |
| Total Cost of Work Release PICS: | \$ | 983,563.00 |
| Indirect Cost | \$ | 637,336.92 |
| Total Cost of Work Release Program: | \$ | 1,956,389.78 |
| Number of Work Release Days per Year: | | 15724 |
| Total Cost per Work Release Day: | \$ | 124.42 |
| Fee Requested: | \$ | 19.00 |

EXHIBIT A

Supervised Own Recognizance (SOR) Supervision:

| | | |
|--|----|---|
| Average Wages & Benefits for a Deputy Probation Officer (DPO): | \$ | 140,564.00 |
| Total Indirect Costs for SOR | \$ | 78,706.25 |
| Annual Average Vehicle Cost | \$ | 6,759.00 |
| Caseload for SOR: | | 32 |
| Cost per day for SOR: | \$ | 19.35 |
| Fee Requested: | | Sliding Scale not to exceed \$19 per Day |

Indirect costs represent the expenses of doing business that are not readily identified with a particular grant, contract, project function or activity, but are necessary for the general operation of the organization and the conduct of activities it performs. Indirect cost rates are used to distribute those costs.

Exhibit B

Fee and Revenue Summary Chart
Probation Department

| Fee Description | FY 13-14 Budget Units of Service | FY 12-13 Rate | FY 13-14 Proposed Rate | Rate Dollar Change | Rate Percent Change | FY 13-14 Revenue Increase Due To Rate Change |
|---|---|---|---|--------------------------|---------------------------|---|
| Adult Probation | | | | | | |
| Fee Increases: | | | | | | |
| Pre-Sentence Reports | 1,070 | \$715.00 | \$751.00 | \$36.00 | 5.0% | \$38,520.00 |
| Adult Probation Supervision | 3,340 | \$715.00 | \$751.00 | \$36.00 | 5.0% | \$120,240.00 |
| Chemical Testing | 13,500 | \$7.40 | \$7.80 | \$0.40 | 5.4% | \$5,400.00 |
| Jurisdictional Transfer/Interstate Compact Supervision Request Applications | 242 | \$71.00 | \$75.00 | \$4.00 | 5.6% | \$968.00 |
| Expungement | 12 | \$137.00 | \$144.00 | \$7.00 | 5.1% | \$84.00 |
| Collection (Pre-Sentence & Probation Supervision) | 3,340 | \$57.00 | \$60.00 | \$3.00 | 5.3% | \$10,020.00 |
| Installment Payment Fee (Fines) | 300 | \$40.00 | \$42.00 | \$2.00 | 5.0% | \$600.00 |
| Supervised Own Recognizance (SOR) Supervision | 23,360 | Sliding Scale with \$23/day maximum | Sliding Scale with \$19/day maximum | (\$4.00) | -17.4% * | \$0.00 |
| Work Release Application | 2,500 | \$71.00 | \$75.00 | \$4.00 | 5.6% | \$10,000.00 |
| Work Release | 5,346 | \$18.00 | \$19.00 | \$1.00 | 5.6% | \$5,346.00 |
| DV Batterer's Treatment Program Certification Fee | 6 | \$0.00 | \$250.00 | N/A | N/A | \$1,500.00 |
| <u>Sub-Total Adult Probation</u> | | | | | | \$192,678.00 |
| Juvenile Probation | | | | | | |
| Fee Increases: | | | | | | |
| Juvenile Supervision | 700 | \$120.00 | \$126.00 | \$6.00 | 5.0% | \$4,200.00 |
| Juvenile Electronic Monitoring | 14,965 | Sliding Scale with \$42/day maximum | Sliding Scale with \$44/day maximum | \$2.00 | 4.8% ** | \$0.00 |
| Record Sealing | 80 | \$137.00 | \$144.00 | \$7.00 | 5.1% | \$560.00 |
| Chemical Testing | 12,500 | \$7.40 | \$7.80 | \$0.40 | 5.4% | \$5,000.00 |
| <u>Sub-Total Juvenile Probation</u> | | | | | | \$9,760.00 |

Exhibit B

**Fee and Revenue Summary Chart
Probation Department**

| Fee Description | FY 13-14 Budget Units of Service | FY 12-13 Rate | FY 13-14 Proposed Rate | Rate Dollar Change | Rate Percent Change | FY 13-14 Revenue Increase Due To Rate Change |
|-----------------------|---|------------------|------------------------------|--------------------------|---------------------------|---|
| Fee Increases: | | | | | | |
| Work Release | 10,378 | \$18.00 | \$19.00 | \$1.00 | 5.6% | \$10,378.00 |
| | | | | | | <u>Sub-Total Supervised Adult Crews</u> |
| | | | | | | \$10,378.00 |
| | | | | | | Total Potential Revenue Adjustment Due to Rate Changes *** |
| | | | | | | \$212,816.00 |

JUSTIFICATION:

The FY 13-14 proposed rates take into consideration the actual cost to the County for providing the above services. Fee increases range between 4.8- 5.6%, in order to keep pace with the cost of doing business. All fees collected are based on the clients' ability to pay, as required by statute.

COMMENTS:

**In FY 12-13, the staff previously assigned to jail programs were consolidated into the same building as the rest of Adult Probation, therefore reducing overhead costs to the Probation Department to provide SOR supervision services. Although the maximum amount allowable to charge for this fee was reduced, the overall potential net revenue is not comparatively reduced because this fee is charged on a sliding scale based on the client's ability to pay, and historically has rarely been charged at its maximum amount.*

***Although the maximum amount allowable to charge for this fee was increased, the overall potential net revenue is not comparatively increased because this fee is charged on a sliding scale based on the client's ability to pay, and historically has rarely been charged at its maximum amount.*

****The proposed FY 13-14 fee rates reflect an overall potential net revenue increase of \$212,816. However, based on current collections rates, the Probation Department estimates that it will collect considerably less revenue than what is billed because fee collection rates vary by the client's ability to pay. Additionally, the court has the discretion to determine a person's ability to pay, the amount which is to be paid, and the method and frequency with which payment is to be made.*



County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 58 2:10 P.M.
(This Section for use by Clerk of the Board Only.)

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

Board Agenda Date: April 23, 2013

Vote Requirement: Majority

Department or Agency Name(s): Sonoma County Regional Parks and Sonoma County Water Agency

Staff Name and Phone Number:

Bert Whitaker (707) 565-2041

Supervisorial District(s):

All

Title: Spring Lake Park Fee Adjustments

Recommended Actions:

Concurrent Resolution of the Board of Supervisors and the Directors of the Sonoma County Water Agency authorizing fee adjustments for group picnics and special use permits, film and photography permits, dump station fees, additional vehicle fees for campers, enhanced special use permits, and pricing flexibility measures.

Concurrent Resolution of the Board of Supervisors and the 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 services.

Executive Summary:

Regional Parks is proposing several changes to its fees to recover the reasonable costs for maintaining Spring Lake Park for public use and for providing park services and for consistency with prior fee adjustments. Details are included in the Fee and Revenue Summary Charts attached to the Resolutions accompanying this Agenda Report and summarized here.

Changes to Current Fees and Rates: The Department is proposing that Special Use Permits for Group Picnics, Non-Commercial/Non-Profit Events, and Film and Photo Permit fees be increased by 4% - 6%. These changes are expected to generate \$680 in additional revenues at Spring Lake Park.

The Department is also proposing to increase the Extra Vehicle Fee For Campers from \$6 to \$7 to make this fee consistent with the Day Use Parking Fee. The change to the Extra Vehicle Fee is expected to increase revenues by \$329 at Spring Lake Park. Similarly, the Department is proposing to increase the Dump Station Fee from \$6 to \$7. The Dump Station fee is collected to offset the cost of operating the dump station. Users will not be required to pay the Day Use Parking fee to utilize the Dump Station. The change to the Dump Station Fee is expected to generate \$1,032 per year at Spring Lake Park.

The Department is requesting a reduction in the Enhanced Special Use Permit Fee for weddings and special events from \$800 to \$500. The Department is developing a package of services to support enhanced special events and plans on offering these services in FY13-14. The reduced fee will be used as an incentive to introduce the Enhanced Special Use Permit for special events.

Refer to Attachment A Spring Lake Park Fee Package Fee and Rev Summary attached to Resolution 1 for details.

The Department is also requesting adjustments to the billing rates for services it provides to other County Departments and outside organizations. These adjusted rates more accurately reflect the Department's cost to provide services. The adjustments are modest and will not significantly affect revenues. Details are available in the Spring Lake Park Fee and Revenue Summary Chart, Staff Charges attached to Resolution 2.

Pricing Flexibility Measures: Board approved pricing flexibility measures which came into effect on July 1, 2012 (on file with the clerk). The Department requests the Board to approve certain changes in the current pricing flexibility measures that allow the Department to reduce certain fees to promote use and generate additional revenue or reduce workload. Five flexibility measures have been removed and there is one new flexibility measure effective on July 1, 2013; Evening Parking Discounts in parks. The food trucks and the Lakeside Grill at Spring Lake Park were very successful in the summer of 2012 and the Department seeks to expand on that success by offering evening parking discounts to attract additional clientele. The Board approved the Lakeside Grill concession in May 2012 which included sales of beer and wine at the restaurant and requested that Operations be closely monitored and that the Department provide a status report to the Board after one year. The Department is pleased to report that there were no incidents involving alcohol sales at the Lakeside Grill in 2012. The proposed authorization is contained in Attachment D to Resolution 1, Revised Regional Parks Pricing Flexibility Measures.

Changes to Current Fees/Justification: The primary purpose of the changes is to maintain core services that provide park users a safe experience in our facilities. The proposed fee changes will improve the Department's revenue and level of cost recovery. The proposed fee changes 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 revenue covers only a portion of the Department's overall cost of \$2.1M per year to operate Spring Lake Park. Therefore, the proposed increases do not exceed reasonable costs of maintaining the parks for public use and providing these government 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 also reasonable based on comparisons with similar related services, see Attachment C to Resolution 1 of this Agenda Report for tables with comparative information.

Summary of Expected Results: With revenue from these fee increases, the Department expects to keep Spring Lake Park open with a satisfactory level of maintenance and will remain in safe and good condition.

| | | | |
|---|---|--|------------------------------|
| Prior Board Actions: | | | |
| In April 2012 the Board approved fee adjustments for day use parking, Jr. lifeguard programs, enhanced special events and pricing flexibility pilot. In April 2011 the Board approved fee adjustments for picnic and special use permits, film and photo permits, Fall Festival admission, seasonal day use parking, individual camping, document processing, and group camp vehicle fees and new fees for park program registration and environmental camping. | | | |
| Strategic Plan Alignment | | Goal 2: Economic and Environmental Stewardship | |
| Fiscal Summary - FY 13-14 | | | |
| Expenditures | | Funding Source(s) | |
| Budgeted Amount | \$ 2,041 | County General Fund | \$ |
| Add Appropriations Req'd. | \$ | State/Federal | \$ |
| | \$ | Fees/Other | \$ 2,041 |
| | \$ | Use of Fund Balance | \$ |
| | \$ | Contingencies | \$ |
| | \$ | | \$ |
| Total Expenditure | \$ 2,041 | Total Sources | \$ 2,041 |
| Narrative Explanation of Fiscal Impacts (If Required): | | | |
| Additional revenues are included in FY13-14 Recommended Budgets for Park Operations and Spring Lake Park. | | | |
| 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 – Spring Lake Park Fee Adjustments

Resolution 2 – Staff Charges

Attachment A, Regional Parks Spring Lake Park Fee and Revenue Summary Fee Changes

Attachment B, Regional Parks Spring Lake Park Fee and Revenue Summary Staff Charges

Attachment C, FY12-13 Regional Parks Spring Lake Park Comparison with Similar Agencies

Attachment D, Regional Parks Spring Lake Park Pricing Flexibility Measures

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

04-24-12 RP Fee Adjustments_Pricing Flexibility Measures_attD strikethrough.pdf



County of Sonoma
State of California

Date: April 23, 2013

Item Number: _____

Resolution Number: 1

4/5 Vote Required

Concurrent Resolution Of The Board Of Supervisors Of The County Of Sonoma And The Board of Directors Of The Sonoma County Water Agency, State Of California, Authorizing Fee Adjustments For Special Use Permits for Group Picnics And Non-Commercial/Non-Profit Events, Film And Photography Permits, Dump Station Usage, Additional Vehicle Parking For Campers, And Enhanced Special Event Permits.

Whereas, the County of Sonoma owns and operates forty-nine Regional Parks; and

Whereas, the County operates and maintains, under contract with the Sonoma County Water Agency, Spring Lake Park; and

Whereas, fees are charged to recover the reasonable cost of maintaining the park for public use and recover the reasonable cost of providing government services which will generate revenue for the County of Sonoma and the Sonoma County Water Agency and offset expenses incurred in the operation and maintenance of these facilities; and

Whereas, the Director of Regional Parks has recommended that the Board of Supervisors of the County of Sonoma and the Board of Directors of the Sonoma County Water Agency adopt adjustments in park fees as identified in Attachment A to the Agenda Report ("Fee and Revenue Summary") and Attachment D ("Pricing Flexibility") accompanying this Resolution; and

Whereas, in fiscal year 2011-12 Spring Lake Park generated \$0.4M in fee revenue to help offset \$2.1M in expenditures to operate and maintain Spring Lake Park; and

Whereas, a comparison of Spring Lake Park revenue and expenditures 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 and the Agency of funding Spring Lake Park;

Now, Therefore, Be It Resolved that pursuant to Section 20-24 of the Code of the County of Sonoma, adjustments to the park fees for special use permits for group picnics and non-commercial/non-profit events, film and photography permits, dump station usage, additional vehicle parking for campers, and enhanced special use permits as identified in Attachment A, are hereby authorized to become effective on the dates

Resolution #

Date:

Page 2

specified in Attachment A, and the pricing flexibility measures as identified in Attachment D, 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:

Zane:

McGuire:

Carrillo:

Rabbitt:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.



County of Sonoma
State of California

Date: April 23, 2013

Item Number: _____
Resolution Number: 2

4/5 Vote Required

Concurrent Resolution Of The Board Of Supervisors Of The County Of Sonoma And The Board Of Directors Of The Sonoma County Water Agency, State Of California, Adjusting Staff Fees For Repair Of Damage, Setup For Events, And Staff Hourly Costs for Maintenance, Grounds Services, Park Operations, Building Workers, and General Services Mechanics and Painters.

Whereas, the County of Sonoma owns and operates forty-nine Regional Parks; and

Whereas, it is in the interest of the County to operate or oversee operations of Regional Parks at Spring Lake Park to respond to community cultural and recreational needs; and

Whereas, it is in the best interests if 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 fees have been established by the County to recover the reasonable cost of providing services and to offset operations and maintenance costs for the services provided; and

Whereas, imposition of staff fees will recover the reasonable cost of the services provided and the revised fees 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 Board of 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, building workers, and General Services mechanics and painters as identified in Attachment B to the Agenda Report accompanying this Resolution ("Fee and Revenue Summary Chart, Staff Charges").

Now, Therefore, Be It Resolved that staff charges shall be adjusted as specified under Attachment B to become effective July 1, 2013, and that the Director of Regional Parks is hereby authorized and directed to take such steps as necessary to implement and charge the fees adopted herein.

Resolution #

Date:

Page 2

Supervisors:

Gorin:

Zane:

McGuire:

Carrillo:

Rabbitt:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.

FY13-14 Revenue Projections:
 Policy Changes: Fee Increases

| Regional Parks Department | | | | | | |
|---------------------------|---------------------------------------|------------------------------|--------------------------|-----------------------|------------------------|---|
| FEE DESCRIPTION | FY11-12 BUDGET UNITS OF SERVICE | RATE EFFECTIVE FY12-13 | PROPOSED RATE FY13-14 | RATE DOLLAR CHANGE | RATE PERCENT CHANGE | FY13-14 REVENUE INCREASE DUE TO RATE CHANGE |

Spring Lake Group Picnic/Special Use Permit Fees

Group Picnic Area Reservation Fees

| | | | | | | |
|--|-----|------|------|-----|------|-------|
| Groups with attendance up to 99 | 165 | \$48 | \$50 | \$2 | 4.2% | \$330 |
| Groups with attendance from 100 to 199 | 10 | \$86 | \$90 | \$4 | 4.7% | \$40 |

Non-Commercial/Non-Profit Events

Events scheduled for one to seven days

| | | | | | | |
|--|----|-------|-------|------|------|------|
| Groups with attendance from 25 to 99 | 11 | \$48 | \$50 | \$2 | 4.2% | \$22 |
| Groups with attendance from 100 to 199 | 3 | \$86 | \$90 | \$4 | 4.7% | \$12 |
| Groups with attendance from 200 to 299 | 1 | \$172 | \$181 | \$9 | 5.2% | \$9 |
| Groups with attendance over 300 | 2 | \$215 | \$226 | \$11 | 5.1% | \$22 |

Events scheduled for more than one week to one year

| | | | | | | |
|--|---|-------|-------|------|------|------|
| Groups with attendance from 25 to 99 | 4 | \$86 | \$90 | \$4 | 4.7% | \$16 |
| Groups with attendance from 100 to 199 | 1 | \$129 | \$135 | \$6 | 4.7% | \$6 |
| Groups with attendance from 200 to 299 | 0 | \$215 | \$226 | \$11 | 5.1% | \$0 |
| Groups with attendance over 300 | 0 | \$258 | \$271 | \$13 | 5.0% | \$0 |

Total Revenue: \$457

Justification:

The Department is proposing to increase the group picnic/special use permit fees by 4.3% to 4.9%. The fee increases will help the Department maintain consistent levels of service while remaining comparable to similar agencies and within market tolerance. These fees were last increased May 1, 2011. Proposed fee increases to be implemented on July 1, 2013.

Total Additional Revenue - Spring Lake Park Index FY13-14:

\$457

FY13-14 Revenue Projections:
 Policy Changes: Fee Increases

| Regional Parks Department | | | | | | |
|---------------------------|---------------------------------------|------------------------------|--------------------------|-----------------------|------------------------|---|
| FEE DESCRIPTION | FY11-12 BUDGET UNITS OF SERVICE | RATE EFFECTIVE FY12-13 | PROPOSED RATE FY13-14 | RATE DOLLAR CHANGE | RATE PERCENT CHANGE | FY13-14 REVENUE INCREASE DUE TO RATE CHANGE |

Film/Photo Permit Fees

Still Photography Fees

| | | | | | | |
|--|---|-------|-------|------|------|------|
| Up to 5 vehicles and no more than 8 people | 1 | \$275 | \$289 | \$14 | 5.1% | \$14 |
| 6 to 8 vehicles and no more than 15 people | 2 | \$386 | \$405 | \$19 | 4.9% | \$38 |
| 9 to 15 vehicles and no more than 25 people | 3 | \$496 | \$521 | \$25 | 5.0% | \$75 |
| 16 or more vehicles and no more than 50 people | 2 | \$607 | \$637 | \$30 | 4.9% | \$60 |

Motion Picture Photography Fees

| | | | | | | |
|---|---|-------|-------|------|------|------|
| Up to 5 vehicles and no more than 10 people | 0 | \$386 | \$405 | \$19 | 4.9% | \$0 |
| 6 to 10 vehicles and no more than 15 people | 0 | \$496 | \$521 | \$25 | 5.0% | \$0 |
| 11 to 15 vehicles and no more than 25 people | 0 | \$607 | \$637 | \$30 | 4.9% | \$0 |
| 16 to 20 vehicles and no more than 50 people | 1 | \$717 | \$753 | \$36 | 5.0% | \$36 |
| 21 to 25 vehicles and no more than 100 people | 0 | \$827 | \$868 | \$41 | 5.0% | \$0 |
| 25 or more vehicles and no more than 150 people | 0 | \$938 | \$985 | \$47 | 5.0% | \$0 |

Total Revenue: \$223

Justification:

The Department is proposing to increase the Film/Photo permit fees by 4.9 to 5.1%. In 2012 we surveyed similar public agencies that offer filming and photography permits and found our fees were significantly lower. The fee increases will help the Department maintain consistent levels of service while remaining comparable to similar agencies and within market tolerance. The last fee increase for film/photo permits was in May 2010. Proposed fee increases to be implemented on July 1, 2013.

Total Additional Revenue - Spring Lake Park Index FY13-14:

\$223

FY13-14 Revenue Projections:
 Policy Changes: Fee Increases

| Regional Parks Department | FY11-12 BUDGET UNITS OF SERVICE | RATE EFFECTIVE FY12-13 | PROPOSED RATE FY13-14 | RATE DOLLAR CHANGE | RATE PERCENT CHANGE | FY13-14 REVENUE INCREASE DUE TO RATE CHANGE |
|---------------------------|---------------------------------------|------------------------------|--------------------------|-----------------------|------------------------|---|
|---------------------------|---------------------------------------|------------------------------|--------------------------|-----------------------|------------------------|---|

Dump Station Fees

| | | | | | | |
|-------------------|-------|-----|-----|-----|-------|---------|
| Spring Lake Parks | 1,032 | \$6 | \$7 | \$1 | 16.7% | \$1,032 |
|-------------------|-------|-----|-----|-----|-------|---------|

Justification:

The Department is proposing to increase Dump Station fees by \$1 to match Day Use Parking fees. The fee increases will help offset the cost of maintaining Dump Stations and will also help the Department maintain consistent levels of service while remaining comparable to similar agencies and within market tolerance. The last fee increase for dump station fees was in May 2011. Proposed fee increases to be implemented on July 1, 2013.

Total Additional Revenue - Spring Lake Park FY13-14:

\$1,032

FY13-14 Revenue Projections:
 Policy Changes: Fee Increases

| Regional Parks Department | FY11-12 BUDGET UNITS OF SERVICE | RATE EFFECTIVE FY12-13 | PROPOSED RATE FY13-14 | RATE DOLLAR CHANGE | RATE PERCENT CHANGE | FY13-14 REVENUE INCREASE DUE TO RATE CHANGE |
|---------------------------|---------------------------------------|------------------------------|--------------------------|-----------------------|------------------------|---|
|---------------------------|---------------------------------------|------------------------------|--------------------------|-----------------------|------------------------|---|

Additional Vehicle Fees For Campers

| | | | | | | |
|------------------|-----|-----|-----|-----|-------|-------|
| Spring Lake Park | 329 | \$6 | \$7 | \$1 | 16.7% | \$329 |
|------------------|-----|-----|-----|-----|-------|-------|

Justification:

The Department is proposing to increase Extra Vehicle Parking fees by \$1 to match Day Use Parking fees. The fee increases will help the Department maintain consistent levels of service while remaining comparable to similar agencies and within market tolerance. The last fee increase for additional vehicles was in May 2011. Proposed fee increases to be implemented on July 1, 2013.

Total Additional Revenue - Spring Lake Park FY13-14:

\$329

FY13-14 Revenue Projections:
 Policy Changes: Fee Increases

| Regional Parks Department | FY11-12 BUDGET UNITS OF SERVICE | RATE EFFECTIVE FY12-13 | PROPOSED RATE FY13-14 | RATE DOLLAR CHANGE | RATE PERCENT CHANGE | FY13-14 REVENUE INCREASE DUE TO RATE CHANGE |
|---------------------------|---------------------------------------|------------------------------|--------------------------|-----------------------|------------------------|---|
|---------------------------|---------------------------------------|------------------------------|--------------------------|-----------------------|------------------------|---|

Special Use Permits

| | | | | | | |
|--|---|-------|-------|---------|--------|-----|
| Enhanced Special Events (e.g. weddings, retirements, etc.) | 0 | \$800 | \$500 | (\$300) | -37.5% | \$0 |
|--|---|-------|-------|---------|--------|-----|

Justification:

Many Regional Parks include facilities that are desirable for special events like weddings and retirement celebrations. The natural beauty of our parks and the sense of privacy that some facilities offer are attractive venues for these special events, but they also require the Department to provide significant logistical support. The Department is still developing an Enhanced Special Event package that includes an advertising plan, pre-approved catering lists, and the ability to close off portions of the park to the general public. The Department is lowering the fee as an introductory rate. The last adjustment to the Enhanced Special Event fee in July 2011. The proposed fee is to be implemented on July 1, 2013.

Total Additional Revenue - Regional Parks Index FY13-14:

\$0

**REGIONAL PARKS SPRING LAKE PARK
FEE AND REVENUE SUMMARY CHART, STAFF CHARGES**
(effective 07/01/13)

FY 13-14 Projected Revenues

| Regional Parks Department | | CURRENT | PROPOSED | | | |
|---------------------------|--|-------------------------------|-------------------------------|--------------------------|------------------------------|--|
| FEE DESCRIPTION | FY 13/14 BUDGET UNITS OF SERVICE | RATE Effective 7/1/2012 | RATE Effective 7/1/2013 | RATE DOLLAR CHANGE | RATE PERCENTAGE CHANGE | FY 13/14 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) | 20 | \$89.74 | \$90.32 | \$0.58 | 0.6% | \$12 |
| Lifeguard A | 16 | \$26.76 | \$26.78 | \$0.02 | 0.1% | \$0 |
| Lifeguard B | 24 | \$28.11 | \$28.10 | (\$0.01) | 0.0% | (\$0) |
| Lifeguard C | 0 | \$30.00 | \$29.67 | (\$0.33) | -1.1% | \$0 |
| Lifeguard Supv | 0 | \$37.71 | \$37.76 | \$0.05 | 0.1% | \$0 |
| Park Aide | 50 | \$26.12 | \$25.34 | (\$0.78) | -3.0% | (\$39) |
| Park Ranger Assistant | 10 | \$34.66 | \$34.66 | \$0.00 | 0.0% | \$0 |
| Park Ranger I | 8 | \$82.95 | \$84.08 | \$1.13 | 1.4% | \$9 |
| Park Ranger II | 0 | \$100.08 | \$94.89 | (\$5.19) | -5.2% | \$0 |
| Supervising Ranger | 0 | \$103.62 | \$113.53 | \$9.91 | 9.6% | \$0 |
| Undergrad Intern | 0 | \$23.02 | \$23.02 | \$0.00 | 0.0% | \$0 |
| Park Grounds and Maintenance Worker II | 500 | \$78.65 | \$81.35 | \$2.70 | 3.4% | \$1,350 |
| Park Grounds and Maintenance Worker I | 1,500 | \$31.83 | \$31.83 | \$0.00 | 0.0% | \$0 |
| Park Maintenance Supervisor | 0 | \$90.08 | \$90.84 | \$0.76 | 0.8% | \$0 |

Total Revenue:

\$1,332

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, 2013.

Attachment C
FY 12-13 REGIONAL PARKS SPRING LAKE PARK
COMPARISONS WITH SIMILAR AGENCIES

| Group Picnic Special Use Permit | | |
|--|---------------|------------------------------|
| Parks Membership | Parking Fees | Notes |
| East Bay Regional Parks | \$55 - \$325 | Resident & Non-Resident fees |
| Lake Sonoma (US Army Corp of Engineers) | \$25 - \$50 | |
| San Diego County | \$100 - \$425 | Depends on group size |
| County of San Mateo | \$50 - \$300 | Depends on group size |
| County of Santa Clara | \$135 - \$350 | Depends on group size |
| San Luis Obispo | \$60 - \$130 | Depends on group size |
| SCRP Proposed Group Picnic Permit Fees: | \$50 - \$271 | Depends on group size |

| Film and Photography Special Use Permit | | |
|---|-------------------------------|---|
| | Per Hour | Per Day |
| County of Marin | \$7/hr photo, \$330/hr film | \$300/day still, \$1,450/day film |
| San Diego County | \$50/hr photo, \$100/ hr film | \$300/day still, \$600/day film |
| County of San Mateo | | \$250/day still, \$1,000/day film |
| County of Santa Clara | | \$50/day still, \$900/day film |
| Lake Sonoma (US Army Corp of Engineers) | \$400 - \$7,500 | |
| SCRP Proposed Film & Photography Fees: | | \$289 - \$637 photo, \$405 - \$ 985 film |

| Dump Station Fees | | |
|--|-----------|-------|
| | Per Usage | Notes |
| KOA North Petaluma | \$15 | |
| Rotten Robbie #61 Gas Station | \$10 | |
| Sonoma County Fairgrounds RV Park | \$5 | |
| Skyline Regional Park, Napa County | \$10 | |
| Novato RV Park | \$15 | |
| SCRP Proposed Dump Station Fee: | \$7 | |

ATTACHMENT D
REGIONAL PARKS SPRING LAKE PARK PRICING FLEXIBILITY MEASURES

To enable the Regional Parks Department to increase revenues, better maximize underutilized facilities and provide new value-added services at discounted rates, with the goals of encouraging participation and the overall visibility of the park system and offsetting the public subsidy required to support the system of Regional Parks, the Board authorizes the following pricing flexibility measures for Regional Parks fees.

- Camping reservations for individual and group sites. Regional Parks is authorized to offer discounts to all Park Annual Pass Members and/or the general public, including two nights of camping for the price of one, or three nights of camping for the price of two, during mid-week or off-peak times.
- Parking fees. Regional Parks is authorized to offer (1) one day of free parking for families of Environmental Discovery Center school program participants and (2) a free day of parking in Regional Parks for National Trails Day.
- Evening Parking Discounts. Regional Parks is authorized to offer reduced parking fees after 5:00 PM from May through October as part of a limited duration pilot program. Pilot programs to increase park utilization after normal work hours would be used to promote healthy lifestyles initiatives such as the iWalk program and public usage of food trucks and the Lakeside Grill.

All fee reductions will either be available to the public as a whole, or limited to Park Annual Pass Members.



County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 59 2:10 P.M.
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors of Sonoma County

Board Agenda Date: April 23, 2013

Vote Requirement: Majority

Department or Agency Name(s): Sonoma County Regional Parks

Staff Name and Phone Number:

Bert Whitaker (707) 565-2041

Supervisorial District(s):

All

Title: Regional Parks Fee Adjustments

Recommended Actions:

Resolution of the Board of Supervisors authorizing fee adjustments for day use parking pass volume discounts, special use permits for group picnics, non-commercial/non-profit events, and non-league athletic field use, film and photography permits, seasonal day use passes, dump station fees, additional vehicle fees for campers, pesticide applicators training fees, enhanced special use permits, and pricing flexibility measures.

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 services.

Executive Summary:

Regional Parks is proposing several changes to its fees to recover the reasonable costs for maintaining the parks for public use and for providing park services and for consistency with prior fee adjustments. Details are included in the Fee and Revenue Summary Charts attached to the Resolutions accompanying this Agenda Report and summarized here.

Changes to Current Fees and Rates: The Department is proposing to increase the per unit price of Day Use Parking Passes sold with 5%, 10% and 20% volume discounts. These changes are expected to generate \$345 in additional revenues.

The Department is proposing that Group Picnic, Non-Commercial/Non-Profit Event, and Film and Photo Permit fees be increased by 4% - 6%. The Department is also requesting that Non-League Athletic Field Usage fees be increased by 8% - 10% to match Group Picnic and Non-Commercial/Non-Profit Event fees. These changes are expected to generate \$947 in additional revenues for Park Operations.

The Department is proposing to increase fees for the Maxwell and Ragle Ranch Parks seasonal park pass

from \$25 to \$30 for a 90 day pass effective July 1, 2013. This change is expected to generate \$4,000 in revenue per year.

The Department is also proposing to increase the Extra Vehicle Fee For Campers from \$6 to \$7 to make this fee consistent with the Day Use Parking Fee. This change is expected to generate \$2,026 in revenues. Similarly, the Department is proposing to increase the Dump Station Fee from \$6 to \$7. The Dump Station fee is collected to offset the cost of operating the dump station. Users will not be required to pay the Day Use Parking fee to utilize the Dump Station. The change to the Dump Station Fee is expected to generate \$5,926 per year at Doran, Westside, Stillwater and Gualala combined.

The Department is requesting a two-tiered fee for the Professional Development Pesticide Applicators Training to encourage early enrollment and is proposing to offer a reduction in the registration fee from \$90 to \$75 for participants who register at least one week in advance. This would reduce Park Operations revenue by \$3,150 per year, which would be partially offset by more efficient course planning and preparation.

The Department is requesting a reduction in the Enhanced Special Use Permit Fee for weddings and special events from \$800 to \$500. The Department is developing a package of services to support enhanced special events and plans on offering these services in FY13-14. The reduced fee will be used as an incentive to introduce the Enhanced Special Use Permit for special events.

Refer to Attachment A Regional Parks Fee Package Fee and Rev Summary attached to Resolution 1 for details.

The Department is also requesting adjustments to the billing rates for services it provides to other County Departments and outside organizations. These adjusted rates more accurately reflect the Department's cost to provide services. The adjustments are modest, most are under 1% and will increase Department revenues by \$1,332 if all users retain current service levels. Details are available in the Fee and Revenue Summary Chart, Staff Charges attached to Resolution 2.

Pricing Flexibility Measures: Board approved pricing flexibility measures which came into effect on July 1, 2012 (on file with the Clerk). The Department requests the Board to approve certain changes in the current pricing flexibility measures that allow the Department to reduce certain fees to promote use and generate additional revenue or reduce workload. Five flexibility measures have been removed and there is one new flexibility measure effective on July 1, 2013; Evening Parking Discounts in parks. The food trucks and the Lakeside Grill at Spring Lake Park were very successful in the summer of 2012 and the Department seeks to expand on that success by offering evening parking discounts to attract additional clientele. The proposed authorization is contained in Attachment D to Resolution 1, Revised Regional Parks Pricing Flexibility Measures.

Changes to Current Fees/Justification: The primary purpose of the changes is to maintain core services that provide park users a safe experience in our facilities. The proposed fee changes will improve the Department's revenue and level of cost recovery. The proposed fee changes 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 \$5.6M per year in support from the General Fund and Transit Occupancy Taxes to subsidize costs. Therefore, the proposed increases do not exceed reasonable costs of maintaining the parks for public use and providing these government 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 also reasonable based on comparisons with similar related services, see Attachment C to Resolution 1 of this Agenda Report for tables with comparative information.

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:

In April 2012 the Board approved fee adjustments for day use parking, Jr. lifeguard programs, enhanced special events and pricing flexibility pilot. In April 2011 the Board approved fee adjustments for picnic and special use permits, film and photo permits, Fall Festival admission, seasonal day use parking, individual camping, document processing, and group camp vehicle fees and new fees for park program registration and environmental camping.

Strategic Plan Alignment Goal 2: Economic and Environmental Stewardship

Fiscal Summary - FY 13-14

| Expenditures | | Funding Source(s) | |
|---------------------------|------------------|----------------------|------------------|
| Budgeted Amount | \$ 10,094 | County General Fund | \$ |
| Add Appropriations Req'd. | \$ | State/Federal | \$ |
| | \$ | Fees/Other | \$ 10,094 |
| | \$ | Use of Fund Balance | \$ |
| | \$ | Contingencies | \$ |
| | \$ | | \$ |
| Total Expenditure | \$ 10,094 | Total Sources | \$ 10,094 |

Narrative Explanation of Fiscal Impacts (If Required):

Additional revenues are included in FY13-14 Recommended Budgets for Park Operations.

| 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 – Regional Parks Fee Adjustments Resolution 2 – Staff Charges Attachment A, Regional Parks Fee and Revenue Summary Fee Changes Attachment B, Regional Parks Fee and Revenue Summary Staff Charges Attachment C, FY12-13 Regional Parks Comparison with Similar Agencies Attachment D, Regional Parks Pricing Flexibility Measures | | | |
| Related Items “On File” with the Clerk of the Board: | | | |
| 04-24-12 RP Fee Adjustments_Pricing Flexibility Measures_attD strikethrough.pdf | | | |



County of Sonoma
State of California

Date: April 23, 2013

Item Number: _____
Resolution Number: 1

4/5 Vote Required

Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, Authorizing Fee Adjustments For Volume Discounts On Day Use Parking Passes, Special Use Permits for Group Picnics, Non-Commercial/Non-Profit Events, And Non-League Athletic Field Use Permits, Film And Photography Permits, Dump Station Usage, Additional Vehicle Parking For Campers, Professional Development Seminars And Enhanced Special Event Permits.

Whereas, the County of Sonoma owns and operates forty-nine Regional Parks; and

Whereas, fees are charged to recover the reasonable cost of maintaining the parks for public use and recover the reasonable cost of providing government services which will generate revenue for the County of Sonoma and offset expenses incurred in the operation and maintenance of these facilities; and

Whereas, the Director of Regional Parks has recommended that the Board of Supervisors adopt adjustments in park fees as identified in Attachment A to the Agenda Report ("Fee and Revenue Summary") and Attachment D ("Pricing Flexibility") accompanying this Resolution; and

Whereas, in fiscal year 2011-12 the Regional Parks Department generated \$3.7M in revenues and \$9.0M in expenditures with a General Fund subsidy of \$3.2M and Transit and Occupancy Tax of \$2.1M to operate and maintain the County's park system, excluding the Marinas; 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 pursuant to Section 20-24 of the Code of the County of Sonoma, adjustments to the park fees for volume discounts for day use parking permits, special use permits for group picnics, non-commercial/non-profit events, and non-league athletic field use, film and photography permits, dump station usage, additional vehicle parking for campers, professional development seminars, and

Resolution #

Date:

Page 2

enhanced special use permits as identified in Attachment A, are hereby authorized to become effective on the dates specified in Attachment A, and the pricing flexibility measures as identified in Attachment D, 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:

Zane:

McGuire:

Carrillo:

Rabbitt:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.



County of Sonoma
State of California

Date: April 23, 2013

Item Number: _____
Resolution Number: 2

4/5 Vote Required

**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California,
Adjusting Staff Fees For Repair Of Damage, Setup For Events, And Staff Hourly Costs for
Maintenance, Grounds Services, Park Operations, Building Workers, and General Services
Mechanics and Painters.**

Whereas, the County of Sonoma owns and operates forty-nine Regional Parks; 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 if 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 fees have been established by the County to recover the reasonable cost of providing services and to offset operations and maintenance costs for the services provided; and

Whereas, imposition of staff fees will recover the reasonable cost of the services provided and the revised fees 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 adopt adjustments to staff charges for equipment, repair of damage, setup for events and staff hourly costs for maintenance, grounds services, park operations, building workers, and General Services mechanics and painters as identified in Attachment B to the Agenda Report accompanying this Resolution ("Fee and Revenue Summary Chart, Staff Charges").

Now, Therefore, Be It Resolved that staff charges shall be adjusted as specified under Attachment B to become effective July 1, 2013, and that the Director of Regional Parks is hereby authorized and directed to take such steps as necessary to implement and charge the fees adopted herein.

Resolution #

Date:

Page 2

Supervisors:

Gorin:

Zane:

McGuire:

Carrillo:

Rabbitt:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.

FEE AND REVENUE SUMMARY CHART

FY13-14 Revenue Projections:
Policy Changes: Fee Increases

| Regional Parks Department | FY11-12 BUDGET UNITS OF SERVICE | RATE EFFECTIVE FY12-13 | PROPOSED RATE FY13-14 | RATE DOLLAR CHANGE | RATE PERCENT CHANGE | FY13-14 REVENUE INCREASE DUE TO RATE CHANGE |
|---------------------------|---------------------------------------|------------------------------|--------------------------|-----------------------|------------------------|---|
|---------------------------|---------------------------------------|------------------------------|--------------------------|-----------------------|------------------------|---|

15-32-10 REGIONAL PARKS - Regional Parks
Index: 032102

Volume Rate for Regular Day Use Parking Pass

| | | | | | | |
|---|-----|------|------|-----|------|--------------|
| 10 Passes (~5% discount off regular price) | 0 | \$62 | \$66 | \$4 | 6.5% | \$0 |
| 25 Passes (~10% discount off regular price) | 0 | \$59 | \$62 | \$3 | 5.1% | \$0 |
| 50 Passes (~20% discount off regular price) | 115 | \$52 | \$55 | \$3 | 5.8% | \$345 |
| Total Revenue: | | | | | | \$345 |

Justification:

The Department is proposing to increase the volume rate discount for Regular Day Use Parking Pass fees by 5.1% to 6.5%. The fee increases will help the Department maintain consistent levels of service while remaining comparable to similar agencies and within market tolerance. In FY10-11 the Department received authorization to offer volume discounts and in FY11-12 the Department received authorization to increase Regular Day Use Parking Fees. This fee increase will adjust discounted Regular Day Use Park Pass fees to match the current Regular Day Use Park Pass fee. Proposed fee increases to be implemented on July 1, 2013.

Total Additional Revenue - Regional Parks Index FY13-14:

\$345

FEE AND REVENUE SUMMARY CHART

FY13-14 Revenue Projections:
Policy Changes: Fee Increases

| Regional Parks Department | FY11-12 BUDGET UNITS OF SERVICE | RATE EFFECTIVE FY12-13 | PROPOSED RATE FY13-14 | RATE DOLLAR CHANGE | RATE PERCENT CHANGE | FY13-14 REVENUE INCREASE DUE TO RATE CHANGE |
|---------------------------|---------------------------------------|------------------------------|--------------------------|-----------------------|------------------------|---|
|---------------------------|---------------------------------------|------------------------------|--------------------------|-----------------------|------------------------|---|

15-32-10 REGIONAL PARKS - Regional Parks
Index: 032102

Group Picnic/Special Use Permit Fees

| | | | | | | |
|---|-----|------|------|-----|------|-------|
| Group Picnic Area Reservation Fees | | | | | | |
| Groups with attendance up to 99 | 250 | \$48 | \$50 | \$2 | 4.2% | \$500 |
| Groups with attendance from 100 to 199 | 6 | \$86 | \$90 | \$4 | 4.7% | \$24 |

Non-Commercial/Non-Profit Events

| | | | | | | |
|--|----|-------|-------|------|------|-------|
| Events scheduled for one to seven days | | | | | | |
| Groups with attendance from 25 to 99 | 59 | \$48 | \$50 | \$2 | 4.2% | \$118 |
| Groups with attendance from 100 to 199 | 2 | \$86 | \$90 | \$4 | 4.7% | \$8 |
| Groups with attendance from 200 to 299 | 4 | \$172 | \$181 | \$9 | 5.2% | \$36 |
| Groups with attendance over 300 | 10 | \$215 | \$226 | \$11 | 5.1% | \$110 |
| Events scheduled for more than one week to one year | | | | | | |
| Groups with attendance from 25 to 99 | 4 | \$86 | \$90 | \$4 | 4.7% | \$16 |
| Groups with attendance from 100 to 199 | 1 | \$129 | \$135 | \$6 | 4.7% | \$6 |
| Groups with attendance from 200 to 299 | 0 | \$215 | \$226 | \$11 | 5.1% | \$0 |
| Groups with attendance over 300 | 0 | \$258 | \$271 | \$13 | 5.0% | \$0 |

Non-League Athletic Field Use

| | | | | | | |
|--|---|-------|-------|------|-------|--------------|
| Events scheduled for one to seven days | | | | | | |
| Groups with attendance from 25 to 99 | 4 | \$46 | \$50 | \$4 | 8.7% | \$16 |
| Groups with attendance from 100 to 199 | 0 | \$82 | \$90 | \$8 | 9.8% | \$0 |
| Groups with attendance from 200 to 299 | 0 | \$164 | \$181 | \$17 | 10.4% | \$0 |
| Groups with attendance over 300 | 0 | \$205 | \$226 | \$21 | 10.2% | \$0 |
| Events scheduled for more than one week to one year | | | | | | |
| Groups with attendance from 25 to 99 | 0 | \$82 | \$90 | \$8 | 9.8% | \$0 |
| Groups with attendance from 100 to 199 | 0 | \$123 | \$135 | \$12 | 9.8% | \$0 |
| Groups with attendance from 200 to 299 | 0 | \$205 | \$226 | \$21 | 10.2% | \$0 |
| Groups with attendance over 300 | 0 | \$246 | \$271 | \$25 | 10.2% | \$0 |
| Total Revenue: | | | | | | \$834 |

Justification:

The Department is proposing to increase the group picnic/special use, non-commercial/non-profit event, and non-league athletic field use permit fees by 4.3% to 10.4%. The fee increases will help the Department maintain consistent levels of service while remaining comparable to similar agencies and within market tolerance. These fees were last increased May 1, 2011. Proposed fee increases to be implemented on July 1, 2013.

Total Additional Revenue - Regional Parks Index FY13-14:

\$834

15-32-10 REGIONAL PARKS - Regional Parks
Index: 032102

FY13-14 Revenue Projections:
Policy Changes: Fee Increases

| Regional Parks Department | FY11-12 BUDGET UNITS OF SERVICE | RATE EFFECTIVE FY12-13 | PROPOSED RATE FY13-14 | RATE DOLLAR CHANGE | RATE PERCENT CHANGE | FY13-14 REVENUE INCREASE DUE TO RATE CHANGE |
|---------------------------|---------------------------------------|------------------------------|--------------------------|-----------------------|------------------------|---|
|---------------------------|---------------------------------------|------------------------------|--------------------------|-----------------------|------------------------|---|

Film/Photo Permit Fees

Still Photography Fees

| | | | | | | |
|--|---|-------|-------|------|------|------|
| Up to 5 vehicles and no more than 8 people | 1 | \$275 | \$289 | \$14 | 5.1% | \$14 |
| 6 to 8 vehicles and no more than 15 people | 0 | \$386 | \$405 | \$19 | 4.9% | \$0 |
| 9 to 15 vehicles and no more than 25 people | 0 | \$496 | \$521 | \$25 | 5.0% | \$0 |
| 16 or more vehicles and no more than 50 people | 0 | \$607 | \$637 | \$30 | 4.9% | \$0 |

Motion Picture Photography Fees

| | | | | | | |
|---|---|-------|-------|------|------|--------------|
| Up to 5 vehicles and no more than 10 people | 1 | \$386 | \$405 | \$19 | 4.9% | \$19 |
| 6 to 10 vehicles and no more than 15 people | 2 | \$496 | \$521 | \$25 | 5.0% | \$50 |
| 11 to 15 vehicles and no more than 25 people | 1 | \$607 | \$637 | \$30 | 4.9% | \$30 |
| 16 to 20 vehicles and no more than 50 people | 0 | \$717 | \$753 | \$36 | 5.0% | \$0 |
| 21 to 25 vehicles and no more than 100 people | 0 | \$827 | \$868 | \$41 | 5.0% | \$0 |
| 25 or more vehicles and no more than 150 people | 0 | \$938 | \$985 | \$47 | 5.0% | \$0 |
| Total Revenue: | | | | | | \$113 |

Justification:

The Department is proposing to increase the Film/Photo permit fees by 4.9 to 5.1%. In 2012 we surveyed similar public agencies that offer filming and photography permits and found our fees were significantly lower. The fee increases will help the Department maintain consistent levels of service while remaining comparable to similar agencies and within market tolerance. The last fee increase for film/photo permits was in May 2011. Proposed fee increases to be implemented on July 1, 2013.

Total Additional Revenue - Regional Parks Index FY13-14:

\$113

15-32-10 REGIONAL PARKS - Regional Parks
Index: 032102

FY13-14 Revenue Projections:
Policy Changes: Fee Increases

| Regional Parks Department | FY11-12 BUDGET UNITS OF SERVICE | RATE EFFECTIVE FY12-13 | PROPOSED RATE FY13-14 | RATE DOLLAR CHANGE | RATE PERCENT CHANGE | FY13-14 REVENUE INCREASE DUE TO RATE CHANGE |
|---------------------------|---------------------------------------|------------------------------|--------------------------|-----------------------|------------------------|---|
|---------------------------|---------------------------------------|------------------------------|--------------------------|-----------------------|------------------------|---|

Seasonal Day Use Parking Passes (valid for 3 months)

| | | | | | | |
|--------------------------------|-----|------|------|-----|-------|----------------|
| Maxwell Farms/Ragle Ranch Park | 800 | \$25 | \$30 | \$5 | 20.0% | \$4,000 |
| Total Revenue: | | | | | | \$4,000 |

Justification:

The Department is proposing to raise the fee for seasonal parking passes. The seasonal parking pass will increase from \$25 to \$30. Fields at Ragle and Maxwell are heavily impacted by league and league participants are the primary purchasers of the seasonal pass. This year we are opting to increase the seasonal pass rate in order to minimize the direct impact to the leagues. The fee increases will help the Department maintain consistent levels of service while remaining comparable to similar agencies and within market tolerance. This fee was last increased May 1, 2011. Proposed fee increase to be implemented on July 1, 2013.

Total Additional Revenue - Regional Parks Index FY13-14:

\$4,000

15-32-10 REGIONAL PARKS - Regional Parks
Index: 032102

FY13-14 Revenue Projections:
Policy Changes: Fee Increases

| Regional Parks Department | FY11-12 BUDGET UNITS OF SERVICE | RATE EFFECTIVE FY12-13 | PROPOSED RATE FY13-14 | RATE DOLLAR CHANGE | RATE PERCENT CHANGE | FY13-14 REVENUE INCREASE DUE TO RATE CHANGE |
|---------------------------|---------------------------------------|------------------------------|--------------------------|-----------------------|------------------------|---|
|---------------------------|---------------------------------------|------------------------------|--------------------------|-----------------------|------------------------|---|

Dump Station Fees

| | | | | | | |
|--|-------|-----|-----|-----|-------|---------|
| Doran, Westside, Stillwater, and Gualala | 5,926 | \$6 | \$7 | \$1 | 16.7% | \$5,926 |
|--|-------|-----|-----|-----|-------|---------|

Justification:

The Department is proposing to increase Dump Station fees by \$1 to match Day Use Parking fees. The fee increases will help offset the cost of maintaining Dump Stations and will also help the Department maintain consistent levels of service while remaining comparable to similar agencies and within market tolerance. The last fee increase for Dump Station fees was in May 2011. Proposed fee increases to be implemented on July 1, 2013.

Total Additional Revenue - Regional Parks Index FY13-14:

\$5,926

15-32-10 REGIONAL PARKS - Regional Parks
Index: 032102

FY13-14 Revenue Projections:
Policy Changes: Fee Increases

| Regional Parks Department | FY11-12 BUDGET UNITS OF SERVICE | RATE EFFECTIVE FY12-13 | PROPOSED RATE FY13-14 | RATE DOLLAR CHANGE | RATE PERCENT CHANGE | FY13-14 REVENUE INCREASE DUE TO RATE CHANGE |
|---------------------------|---------------------------------------|------------------------------|--------------------------|-----------------------|------------------------|---|
|---------------------------|---------------------------------------|------------------------------|--------------------------|-----------------------|------------------------|---|

Additional Vehicle Fees For Campers

| | | | | | | |
|--|-------|-----|-----|-----|-------|---------|
| Doran, Westside, Stillwater, and Gualala | 2,026 | \$6 | \$7 | \$1 | 16.7% | \$2,026 |
|--|-------|-----|-----|-----|-------|---------|

Justification:

The Department is proposing to increase Extra Vehicle Parking fees by \$1 to match Day Use Parking fees. This fee increase will help the Department maintain consistent levels of service while remaining comparable to similar agencies and within market tolerance. The last fee increase for additional vehicles was in May 2011. Proposed fee increases to be implemented on July 1, 2013.

Total Additional Revenue - Regional Parks Index FY13-14: \$2,026

15-32-10 REGIONAL PARKS - Regional Parks
Index: 032102

FY13-14 Revenue Projections:
Policy Changes: Fee Increases

| Regional Parks Department | FY11-12 BUDGET UNITS OF SERVICE | RATE EFFECTIVE FY12-13 | PROPOSED RATE FY13-14 | RATE DOLLAR CHANGE | RATE PERCENT CHANGE | FY13-14 REVENUE INCREASE DUE TO RATE CHANGE |
|---------------------------|---------------------------------------|------------------------------|--------------------------|-----------------------|------------------------|---|
|---------------------------|---------------------------------------|------------------------------|--------------------------|-----------------------|------------------------|---|

Professional Development Seminars

| | | | | | | |
|--|-----|------|------|--------|--------|-----------|
| Pest Management Seminar: General/Member | | | | | | |
| Early Registration (> one week before seminar) | 210 | \$90 | \$75 | (\$15) | -16.7% | (\$3,150) |
| Late Registration (< one week before seminar) | 20 | \$90 | \$90 | \$0 | 0.0% | |

Justification:

The Department is proposing to decrease early registration fees for the Pest Management Seminar by \$15. The fee decrease will encourage early registration and will help reduce planning, preparation, and event costs and will also help the Department to maintain consistent levels of service with similar agencies and within market tolerance. The last fee adjustment for the Pesticide Seminar was in July 2011. Proposed fee decrease to be implemented on July 1, 2013.

Total Additional Revenue - Regional Parks Index FY13-14: (\$3,150)

15-32-10 REGIONAL PARKS - Regional Parks
Index: 032102

FY13-14 Revenue Projections:
Policy Changes: Fee Increases

| Regional Parks Department | FY11-12 BUDGET UNITS OF SERVICE | RATE EFFECTIVE FY12-13 | PROPOSED RATE FY13-14 | RATE DOLLAR CHANGE | RATE PERCENT CHANGE | FY13-14 REVENUE INCREASE DUE TO RATE CHANGE |
|---------------------------|---------------------------------------|------------------------------|--------------------------|-----------------------|------------------------|---|
|---------------------------|---------------------------------------|------------------------------|--------------------------|-----------------------|------------------------|---|

Special Use Permits

| | | | | | | |
|---|---|-------|-------|---------|--------|-----|
| Enhanced Special Events (e.g. weddings, retirements, etc. | 0 | \$800 | \$500 | (\$300) | -37.5% | \$0 |
|---|---|-------|-------|---------|--------|-----|

Justification:

Many Regional Parks include facilities that are desirable for special events like weddings and retirement celebrations. The natural beauty of our parks and the sense of privacy that some facilities offer are attractive venues for these special events, but they also require the Department to provide significant logistical support. The Department is still developing an Enhanced Special Event package that includes an advertising plan, pre-approved catering lists, and the ability to close off portions of the park to the general public. The Department is lowering the fee as an introductory rate. The last adjustment to the Enhanced Special Event fee in July 2011. The proposed fee is to be implemented on July 1, 2013.

Total Additional Revenue - Regional Parks Index FY13-14: \$0

REGIONAL PARKS
FEE AND REVENUE SUMMARY CHART, STAFF CHARGES
(effective 07/01/13)

FY 13-14 Projected Revenues

| Regional Parks Department | | CURRENT | PROPOSED | | | |
|---------------------------|--|-------------------------------|-------------------------------|--------------------------|------------------------------|--|
| FEE DESCRIPTION | FY 13/14 BUDGET UNITS OF SERVICE | RATE Effective 7/1/2012 | RATE Effective 7/1/2013 | RATE DOLLAR CHANGE | RATE PERCENTAGE CHANGE | FY 13/14 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) | 20 | \$89.74 | \$90.32 | \$0.58 | 0.6% | \$12 |
| Lifeguard A | 16 | \$26.76 | \$26.78 | \$0.02 | 0.1% | \$0 |
| Lifeguard B | 24 | \$28.11 | \$28.10 | (\$0.01) | 0.0% | (\$0) |
| Lifeguard C | 0 | \$30.00 | \$29.67 | (\$0.33) | -1.1% | \$0 |
| Lifeguard Supv | 0 | \$37.71 | \$37.76 | \$0.05 | 0.1% | \$0 |
| Park Aide | 50 | \$26.12 | \$25.34 | (\$0.78) | -3.0% | (\$39) |
| Park Ranger Assistant | 10 | \$34.66 | \$34.66 | \$0.00 | 0.0% | \$0 |
| Park Ranger I | 8 | \$82.95 | \$84.08 | \$1.13 | 1.4% | \$9 |
| Park Ranger II | 0 | \$100.08 | \$94.89 | (\$5.19) | -5.2% | \$0 |
| Supervising Ranger | 0 | \$103.62 | \$113.53 | \$9.91 | 9.6% | \$0 |
| Undergrad Intern | 0 | \$23.02 | \$23.02 | \$0.00 | 0.0% | \$0 |
| Park Grounds and Maintenance Worker II | 500 | \$78.65 | \$81.35 | \$2.70 | 3.4% | \$1,350 |
| Park Grounds and Maintenance Worker I | 1,500 | \$31.83 | \$31.83 | \$0.00 | 0.0% | \$0 |
| Park Maintenance Supervisor | 0 | \$90.08 | \$90.84 | \$0.76 | 0.8% | \$0 |

Total Revenue:

\$1,332

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, 2013.

Attachment C
FY 12-13 REGIONAL PARKS COMPARISON WITH SIMILIAR AGENCIES

| Group Picnic Special Use Permit | | |
|--|---------------------|------------------------------|
| Parks Membership | Parking Fees | Notes |
| East Bay Regional Parks | \$55 - \$325 | Resident & Non-Resident fees |
| Lake Sonoma (US Army Corp of Engineers) | \$25 - \$50 | |
| San Diego County | \$100 - \$425 | Depends on group size |
| County of San Mateo | \$50 - \$300 | Depends on group size |
| County of Santa Clara | \$135 - \$350 | Depends on group size |
| San Luis Obispo | \$60 - \$130 | Depends on group size |
| SCRP Proposed Group Picnic Permit Fees: | \$50 - \$271 | Depends on group size |

| Non-League Athletic Field Use Permit | | |
|---|---------------------|---------------------------------------|
| Name | Price | Notes |
| Lake Sonoma (US Army Corp of Engineers) | \$125 - \$5,000 | Higher fees to close roads and trails |
| San Diego County | \$30 per hour | |
| San Mateo County | \$12 per hour | |
| SCRP Proposed Non League Field Fees: | \$50 - \$271 | Depends on group size |

| Film and Photography Special Use Permit | | |
|---|-------------------------------|---|
| | Per Hour | Per Day |
| County of Marin | \$7/hr photo, \$330/hr film | \$300/day still, \$1,450/day film |
| San Diego County | \$50/hr photo, \$100/ hr film | \$300/day still, \$600/day film |
| County of San Mateo | | \$250/day still, \$1,000/day film |
| County of Santa Clara | | \$50/day still, \$900/day film |
| Lake Sonoma (US Army Corp of Engineers) | \$400 - \$7,500 | |
| SCRP Proposed Film & Photography Fees: | | \$289 - \$637 photo, \$405 - \$ 985 film |

| Seasonal Day Use Pass | | |
|---|-------------|--------------|
| Park System | Cost | Notes |
| State of California | \$20 | |
| SCRP Proposed Seasonal Day Use Pass: | \$30 | |

| Dump Station Fees | | |
|--|------------------|--------------|
| | Per Usage | Notes |
| KOA North Petaluma | \$15 | |
| Rotten Robbie #61 Gas Station | \$10 | |
| Sonoma County Fairgrounds RV Park | \$5 | |
| Skyline Regional Park, Napa County | \$10 | |
| Novato RV Park | \$15 | |
| SCRP Proposed Dump Station Fee: | \$7 | |

| Pesticide Application Training | | |
|--|--|--------------|
| Park System | Cost | Notes |
| Pesticide Applicators Professional Association | \$80 early registration, \$100 Late Registration | |
| SCRP Proposed Pesticide Applicator Class: | \$75 early registration, \$90 Late Registration | |

ATTACHMENT D
REGIONAL PARKS PRICING FLEXIBILITY MEASURES

To enable the Regional Parks Department to increase revenues, better maximize underutilized facilities and provide new value-added services at discounted rates, with the goals of encouraging participation and the overall visibility of the park system and offsetting the public subsidy required to support the system of Regional Parks, the Board authorizes the following pricing flexibility measures for Regional Parks fees.

- Camping reservations for individual and group sites. Regional Parks is authorized to offer discounts to all Park Annual Pass Members and/or the general public, including two nights of camping for the price of one, or three nights of camping for the price of two, during mid-week or off-peak times.
- Parking fees. Regional Parks is authorized to offer (1) one day of free parking for families of Environmental Discovery Center school program participants and (2) a free day of parking in Regional Parks for National Trails Day.
- Evening Parking Discounts. Regional Parks is authorized to offer reduced parking fees after 5:00 PM from May through October as part of a limited duration pilot program. Pilot programs to increase park utilization after normal work hours would be used to promote healthy lifestyles initiatives such as the iWalk program and public usage of food trucks and the Lakeside Grill.
- Sport Fishing Center. Regional Parks is authorized to offer 10% discount on prepaid berthing in combination with an approved Dock Use License Agreement. This will incentivize sport fishing operators to enter into license agreements to run their charters out of the Sport Fishing Center.

All fee reductions will either be available to the public as a whole, or limited to Park Annual Pass Members.

ATTACHMENT D
REGIONAL PARKS PRICING FLEXIBILITY MEASURES

To enable the Regional Parks Department to increase revenues, better maximize underutilized facilities and provide new value-added services at discounted rates, with the goals of encouraging participation and the overall visibility of the park system and offsetting the public subsidy required to support the system of Regional Parks, the Board authorizes the following pricing flexibility measures for Regional Parks fees.

- Camping reservations for individual and group sites. Regional Parks is authorized to ~~(1) delay implementing already-scheduled camping fee increases at Gualala and Stillwater Cove Regional Parks for all users until demand increases; these Parks have seen modest declines in usage in recent years while other campgrounds (Doran, Westside, and Spring Lake) have seen usage remain constant while fees have increased;~~ (2) offer discounts to all Park Annual Pass Members and/or the general public, including two nights of camping for the price of one, or three nights of camping for the price of two, during mid-week or off-peak times.
- Parking fees. Regional Parks is authorized to offer (1) one day of free parking for families of Environmental Discovery Center school program participants; (2) ~~a free day of parking for companions of Park Members at Regional Parks;~~ and (3) a free day of parking in the Regional Parks for National Trails Day.
- ~~Annual Memberships and Merchandise.~~ Regional Parks is authorized to offer \$2 off the purchase of Annual Memberships and merchandise when purchased on-line.
- ~~Spud Point Marina.~~ Regional Parks is authorized to provide (1) a 60% discount off of daily berthing fees when such fees are prepaid for one month or more, but not including annual leases which already offer 13th month free if prepaid. This will incentivize fishermen to stay on longer during open fishing seasons and not cancel their leases prematurely.
- Sport Fishing Center. Regional Parks is authorized to offer 10% discount on prepaid berthing in combination with an approved Dock Use License Agreement. This will incentivize sport fishing operators to enter into license agreements to run their charters out of the Sport Fishing Center.
- ~~Wedding Fees.~~ Regional Parks is authorized to offer an introductory rate of \$500 for weddings/commitment ceremonies at Regional Parks venues until such time as the market supports the full fee of \$800.00 approved by the Board.

All fee reductions will either be available to the public as a whole, or limited to Park Annual Pass Members.



County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 60 2:10 P.M.
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors of Sonoma County

Board Agenda Date: April 23, 2013

Vote Requirement: Unanimous

Department or Agency Name(s): Sheriff – Coroner

Staff Name and Phone Number:

Ed Laufer – (707) 565-3922

Supervisorial District(s):

Countywide

Title: Ordinance Adopting Fee Increases for Sheriff's Office

Recommended Actions:

Adopt ordinance establishing the fees to be collected by the Sheriff's Office effective July 1, 2013.

Executive Summary:

The attached Fee and Revenue Summary Chart provides an itemization of 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 have been anticipated in the Sheriff's Office FY 13-14 budget request.

An analysis of user fees effective July 1, 2013 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, 2013 reflect an overall net fee revenue increase of \$7,488. The Sheriff's Office uses actual salary and benefit rates, derived from the County Budget System, in all fee calculations. Areas of change include a projected increase of \$320 in Central Information, a projected revenue increase of \$6,745 in Patrol, a projected decrease of \$31 in Coroner's fees, and a \$454 projected increase in Telecommunications fees.

Central Information

Central Information includes most fees processed through the reception area of the main Sheriff's building. The increase of \$320 is principally due to a change in the Firearm Storage and the Firearm Seizure and Release fees. An analysis of the activities included in the calculation of these fees identified changes in the activities and the length of time it takes to perform those activities. The Firearm Storage fee historically did not include the deputy activities that are provided in the process and included excess amounts of time for activities performed by the community services officer. It was also determined that the Firearm Seizure and Release fee included activity that historically took longer to execute than it is now taking. In the situation of multiple firearms release, fewer activities are necessary for each firearm therefore the fee should be less for each additional firearm. Verification of adjudication, authorization release requests, and owner contact for appointments, and ID verification are already taken into consideration by the community services officer with the initial firearm release. In addition, the deputies' time is taken into consideration with the initial firearm release. For additional firearms there is no criminal history inquiry, crime report write up, or entry into the evidence tracking system.

These activities are not associated with the release of additional firearms that have been stored; therefore the cost of releasing additional firearms should be reduced accordingly. Other changes are associated with the differences in the cost of business adjustments (COBA).

Patrol, Coroner, Radio:

The Patrol Bureau has a recommended net increase in fee revenue in the amount of \$6,745. This increase is mainly derived from vehicle use and mileage fee associated with Security Services. The Sheriff's Office performed an analysis of actual practices involved with the activity of Security Services. This analysis revealed that there is reduced availability of standard patrol cars for Security Services and that deputies use Fleet pool patrol cars. Historically the Sheriff's Office has included the standard patrol car rates with their Security Services charges. This analysis determined that the Sheriff's Office has not been recovering the full cost of the services provided. The daily rate and mileage charges for Fleet pool patrol cars are much higher. The rate has been adjusted to reflect the cost of using Fleet pool patrol vehicles. Additionally, there are small changes in Explosive Ordinance Device, and other fees. These are associated with the differences in the COBA.

Coroner fees are recommended to decrease by \$31. The Base Morgue Use Fee had decreased due to reduced energy costs and reduced Facility Operations maintenance project costs. Rate changes associated with staff provided during procedures are a result of changes in the COBA.

The Telecommunications fees are recommended to increase by \$454 or 1.4%. This increase is a result of changes in COBA, specifically salary and benefits costs.

Helicopter

For several years now, the Helicopter Unit has been actively researching options to bring in additional revenues to the helicopter program. It has been difficult to achieve as a result of the economic downturn and interpretation of applicable laws regarding billing for advanced life support services. Grants and donations are still being actively pursued. Due to anticipated budget expenditures, the rates for the various helicopter services, which include Advanced Life Support medical, Search and Rescue (out of state residents) and Law Enforcement air support services, will change. The Search and Rescue fee will increase 6.7%, Advanced Life Support and Law Enforcement fees will decrease 51.8% and 20.7% respectively. Fees for these services are based on the proportion of flight hours dedicated to each task, therefore as the proportion of Search and Rescue flight hours continues to increase, the fees associated with Advanced Life Support and Law Enforcement decrease. Based on the past three years of experience and given that local agencies may be cutting back enhanced law enforcement services due to the economy we continue to not project any fee revenue for FY 13-14.

Other Fees:

Several fees are proposed to remain unchanged as a result of either statute limitations or no change in underlying costs. Statute limited fees are Concealed Weapons Permits, Bingo Permits and body removal fees. Fees with no change in underlying costs are Gaming Table Permits and Miscellaneous copies.

Service Improvement Plan

The Sheriff's Office continues to ensure the most effective use of personnel in providing services to the public. The following is a list of measures taken by the Sheriff's Office to develop and maintain personnel efficiency:

Provide training to ensure full understanding of the job tasks and to develop proficiency in these tasks.

Procurement of technologically advanced equipment that provides Sheriff's Office efficiency which results in reduced labor costs.

Continually review processes to increase efficiency and identify new ways to improve service delivery.

| | | | |
|--|---|------------------------------|------------------------------|
| Prior Board Actions: | | | |
| Ordinance 5985, effective July 1, 2012 | | | |
| Strategic Plan Alignment Goal 1: Safe, Healthy, and Caring Community | | | |
| Make available resources to support the Sheriff's Office continued efforts to provide services that contribute to the safety and health of the community. | | | |
| Fiscal Summary - FY 13-14 | | | |
| Expenditures | | Funding Source(s) | |
| Budgeted Amount | \$ | County General Fund | \$ |
| Add Appropriations Req'd. | \$ | State/Federal | \$ |
| | \$ | Fees/Other | \$ |
| | \$ | Use of Fund Balance | \$ |
| | \$ | Contingencies | \$ |
| | \$ | | \$ |
| Total Expenditure | \$ | Total Sources | \$ |
| Narrative Explanation of Fiscal Impacts (If Required): | | | |
| See the background report Fee and Revenue Summary Chart. There is no fiscal impact in the current fiscal year, but in FY 13-14 a net increase in revenues of \$7,550 is anticipated. | | | |
| Staffing Impacts | | | |
| Position Title (Payroll Classification) | Monthly Salary Range (A – I Step) | Additions (Number) | Deletions (Number) |
| | | | |
| | | | |
| Narrative Explanation of Staffing Impacts (If Required): | | | |
| | | | |
| Attachments: | | | |
| Fee and Revenue Summary Chart. Ordinance establishing fee rates effective July 1, 2013. | | | |
| Related Items "On File" with the Clerk of the Board: | | | |
| Analysis of User Fees effective July 1, 2013 | | | |

Fee and Revenue Summary Chart Sheriff's Department

| Fee Description | FY 13-14 Units of Service | FY 12-13 Rate | FY 13-14 Proposed ² Rate | Rate Dollar Change | Rate Percent Change | FY 13-14 Revenue Increase Due To Rate Change |
|-----------------|---------------------------------|------------------|---|--------------------------|---------------------------|---|
|-----------------|---------------------------------|------------------|---|--------------------------|---------------------------|---|

Central Information (Budget Index 040709)

Gaming

Card Dealer

| | | | | | | |
|-----|---|----------|-----------------------|--------|------|--------|
| New | 0 | \$220.00 | \$221.00 ¹ | \$1.00 | 0.5% | \$0.00 |
|-----|---|----------|-----------------------|--------|------|--------|

Justification: With the advent of Indian Casinos, gaming permits are very seldom requested. Rate increases are the result of change in cost of business adjustments and indirect costs which are allocated to Law Enforcement Administration and Sheriff's Administration.

Picture Arcade (Adult Book Stores)

| | | | | | | |
|-----|---|----------|-----------------------|--------|------|--------|
| New | 0 | \$220.00 | \$221.00 ¹ | \$1.00 | 0.5% | \$0.00 |
|-----|---|----------|-----------------------|--------|------|--------|

Justification: Rate increases are the result of change in 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 | \$220.00 | \$221.00 ¹ | \$1.00 | 0.5% | \$0.00 |
|-----|---|----------|-----------------------|--------|------|--------|

Justification: Rate increases are the result of change in cost of business adjustments and indirect costs which are allocated to 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.

Gun Dealers

| | | | | | | |
|-----|---|----------|-----------------------|--------|------|--------|
| New | 2 | \$220.00 | \$221.00 ¹ | \$1.00 | 0.5% | \$2.00 |
|-----|---|----------|-----------------------|--------|------|--------|

Justification: Rate increases are the result of change in cost of business adjustments and indirect costs which are allocated to Law Enforcement Administration and Sheriff's Administration.

Copies

| | | | | | | |
|----------------------------|-----|---------|---------|--------|------|---------|
| Coroner Reports | 38 | \$27.25 | \$28.00 | \$0.75 | 2.8% | \$28.50 |
| Dispatch Recordings | 246 | \$39.50 | \$39.75 | \$0.25 | 0.6% | \$61.50 |

Justification: Coroner Reports fee changed due to a review of the staff performing fee activities. Forensic Assistants prepare reports. Other increases are the result of change in cost of business adjustments and indirect costs which are allocated to Law Enforcement Administration and Sheriff's Administration.

Note: The vendor's actual charge for the first reprint, as well as any additional reprints, is added to the fee for crime photos.

Copies

| | | | | | | |
|--------------------------------|-----|---------|---------|--------|------|---------|
| Crime/Incident Reports | 730 | \$16.90 | \$17.00 | \$0.10 | 0.6% | \$73.00 |
| CAD/ Incident Printouts | 624 | \$16.90 | \$17.00 | \$0.10 | 0.6% | \$62.40 |

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.

Fee and Revenue Summary Chart Sheriff's Department

| Fee Description | FY 13-14 Units of Service | FY 12-13 Rate | FY 13-14 Proposed ² Rate | Rate Dollar Change | Rate Percent Change | FY 13-14 Revenue Increase Due To Rate Change |
|--------------------------------------|---------------------------------|------------------|---|--------------------------|---------------------------|---|
| Clearance Letters | 118 | \$8.10 | \$8.20 | \$0.10 | 1.2% | \$11.80 |
| Incarceration Verification | 162 | \$8.10 | \$8.20 | \$0.10 | 1.2% | \$16.20 |
| Crime Report Verification | 2 | \$8.10 | \$8.20 | \$0.10 | 1.2% | \$0.20 |
| Firearm Storage | 2 | \$122.00 | \$138.25 | \$16.25 | 13.3% | \$32.50 |
| Firearm Seizure & Release | 2 | \$169.00 | \$138.25 | (\$30.75) | -18.2% | (\$61.50) |
| (Additional Releases) | 2 | \$0.00 | \$46.50 | \$46.50 | 100.0% | \$93.00 |

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. Firearm storage, seizure & release fees changed due to a review of the amount of time actually incurred while performing fee activities including a new fee for additional (multiple) firearm releases.

Sub-Total Central Information \$319.60

Helicopter Service (Budget Index 040303)

| | | | | | | |
|-------------------------|---|------------|------------|--------------|--------|--------|
| ALS - Per Transport | 0 | \$4,151.00 | \$2,000.00 | (\$2,151.00) | -51.8% | \$0.00 |
| SAR - Per Call Out | 0 | \$1,880.00 | \$2,006.00 | \$126.00 | 6.7% | \$0.00 |
| Law Enf. - Per Call Out | 0 | \$2,537.00 | \$2,011.00 | (\$526.00) | -20.7% | \$0.00 |

Justification: FY 13-14 rates for Advanced Life Support (ALS), Search and Rescue (SAR), and Law Enforcement flights have changed. Helicopter expenditures are expected to reduce in FY 13-14. The proportionate share of the cost by type of mission to total Helicopter expenditures are used to calculate rates.

Sub-Total Helicopter \$0.00

Patrol (Budget Index 040501)

Bomb Squad Services: (per - Callout)

EOD svcs In-County

| | | | | | | |
|-------------------------|---|----------|----------|--------|------|--------|
| Sergeant Overtime Hours | 0 | \$371.28 | \$374.16 | \$2.88 | 0.8% | \$0.00 |
| Deputy Overtime Hours | 0 | \$320.95 | \$323.92 | \$2.97 | 0.9% | \$0.00 |

EOD svcs Out-of-County

| | | | | | | |
|--|---|----------|----------|--------|------|--------|
| Sergeant Overtime Hours | 0 | \$464.10 | \$467.69 | \$3.59 | 0.8% | \$0.00 |
| Deputy Overtime Hours (per - Callout) | 0 | \$401.19 | \$404.90 | \$3.71 | 0.9% | \$0.00 |

Justification: EOD rates for FY 13-14 are expected to increase due to a change in cost of business adjustments and indirect costs which are allocated to Law Enforcement Administration and Sheriff's Administration. The EOD fees are based on actual response time with a 3 hour minimum which includes .5 hour travel time for each direction and a vehicle use fee. The Sheriff's Office fee is established to offset expenses incurred when deputies respond to calls for EOD services from other law enforcement agencies.

Security Services:

| | | | | | | |
|--------------------|-----|---------|---------|--------|------|---------|
| CSO Overtime Hours | 104 | \$42.63 | \$43.01 | \$0.38 | 0.9% | \$39.72 |
|--------------------|-----|---------|---------|--------|------|---------|

Fee and Revenue Summary Chart Sheriff's Department

| Fee Description | FY 13-14 Units of Service | FY 12-13 Rate | FY 13-14 Proposed ² Rate | Rate Dollar Change | Rate Percent Change | FY 13-14 Revenue Increase Due To Rate Change |
|---------------------------|---------------------------------|------------------|---|--------------------------|---------------------------|---|
| Deputy Overtime Hours | 4,389 | \$88.39 | \$88.49 | \$0.11 | 0.1% | \$475.79 |
| Sergeant Overtime Hours | 943 | \$107.01 | \$106.94 | (\$0.07) | -0.1% | (\$66.10) |
| Dispatcher Overtime Hours | 248 | \$62.42 | \$62.37 | (\$0.05) | -0.1% | (\$12.41) |
| Sr. Dispatcher OT Hours | 0 | \$65.37 | \$65.32 | (\$0.05) | -0.1% | \$0.00 |
| Supvr. Disp. OT Hours | 0 | \$74.17 | \$74.12 | (\$0.05) | -0.1% | \$0.00 |

Justification: Security Services rates for FY 13-14 are expected to change due to differences in indirect costs allocated to Law Enforcement Administration and Sheriff's Administration.

| | | | | | | |
|----------------------|-------|---------|---------|----------|--------|------------|
| Vehicle Daily Use | 256 | \$35.77 | \$57.38 | \$21.61 | 60.4% | \$5,532.16 |
| Vehicle Mileage Rate | 5,948 | \$0.20 | \$0.48 | \$0.28 | 140.0% | \$1,665.44 |
| Fuel Charge | 294 | \$4.75 | \$4.27 | (\$0.48) | -10.1% | (\$141.12) |

Justification: Fleet Operations establishes vehicle use, mileage, and fuel rates each year. As a result of operational necessity, FY 13-14 rates are based on Pool patrol car rates, which is a change from standard patrol car rates that were charged in prior years.

Subsequent Responses to Unabated Disturbances

| | | | | | | |
|----------------------|---|----------|----------|----------|-------|--------|
| Deputy Labor Hours | 0 | \$98.28 | \$96.54 | (\$1.74) | -1.8% | \$0.00 |
| Sergeant Labor Hours | 0 | \$113.46 | \$114.11 | \$0.65 | 0.6% | \$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.

Towed Vehicle Release

| | | | | | | |
|----------------|-----|----------|----------|----------|-------|------------|
| Towed Vehicles | 374 | \$187.00 | \$185.00 | (\$2.00) | -1.1% | (\$748.00) |
|----------------|-----|----------|----------|----------|-------|------------|

Justification: Rate decrease is the result of differences in the cost of business adjustments and indirect costs which are allocated to Law Enforcement Administration and Sheriff's Administration.

Driving Under the Influence Emergency Incidents

| | | | | | | |
|-----------------------|---|----------|----------|----------|-------|--------|
| DUI Incident Response | 0 | \$378.00 | \$375.00 | (\$3.00) | -0.8% | \$0.00 |
| DUI Pursuits | 0 | \$378.00 | \$375.00 | (\$3.00) | -0.8% | \$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.

The process of DUI Emergency Incident Responses and DUI Pursuits are similar therefore the rates should be the same.

Sub-Total Patrol \$6,745.47

Coroner (Budget Index 240804)

Morgue Use Fees

| | | | | | | |
|---------------------|----|----------|----------|----------|-------|-----------|
| Base Morgue Use Fee | 12 | \$250.00 | \$247.00 | (\$3.00) | -1.2% | (\$36.00) |
|---------------------|----|----------|----------|----------|-------|-----------|

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, 2013, the fees for providing the identified services shall be as follows:

Gaming:

| | | |
|-------------|----------|------------------------------|
| Card Dealer | | |
| New Permit | \$221.00 | (Plus State fingerprint fee) |

Picture Arcade:

| | | |
|------------|----------|------------------------------|
| New Permit | \$221.00 | (Plus State fingerprint fee) |
|------------|----------|------------------------------|

Secondhand Dealer:

| | | |
|-------------|----------|---|
| New License | \$221.00 | (Plus State fingerprint fee and DOJ fees) |
|-------------|----------|---|

Gun Dealer:

| | | |
|-------------|----------|------------------------------|
| New License | \$221.00 | (Plus State fingerprint fee) |
|-------------|----------|------------------------------|

Copies:

| | | |
|------------------------|---------|--|
| Crime Reports | \$17.00 | |
| CAD / Incident Reports | \$17.00 | |
| Coroner Reports | \$28.00 | |
| Dispatch Recordings | \$39.75 | (0-30 min, processing time – prorated thereafter CD-R furnished by party requesting copy) |

| | |
|---------------------------|--------|
| Clearance Letters: | \$8.20 |
|---------------------------|--------|

| | |
|------------------------------------|--------|
| Incarceration Verification: | \$8.20 |
|------------------------------------|--------|

| | |
|-----------------------------------|--------|
| Crime Report Verification: | \$8.20 |
|-----------------------------------|--------|

Firearm Storage: \$138.25 (Per firearm)

Firearm Seizure & Release: \$138.25 (1st firearm)
\$ 46.50 (Add'l. firearms)

Towed Vehicle Release: \$185.00 (Per vehicle)

Helicopter Service:

ALS (Per transport) \$2,000 (Applies to all ALS transports)
SAR (Per call-out) \$2,006 (Applies to rescue of out-of-County residents)
Law Enf. (Per call-out) \$2,011 (Applies only to special enforcement situations)

Security Services:

Community Services Officer \$43.01 (Per Hour: These rates may be used for any
Deputy Labor \$88.49 billings that involve overtime.)
Sergeant Labor \$106.94
Dispatcher Labor \$62.37
Senior Dispatcher \$65.32
Supervising Dispatcher \$74.12
Vehicle Daily Use \$57.38 (Per Patrol Vehicle
Vehicle Mileage Rate \$0.48
Fuel Charge \$4.27 Per gallon

Explosive Ordnance Disposal:

EOD svcs. In-County
Sergeant \$374.16 (3 hour minimum plus vehicle fee-\$111.84 per
hour thereafter)
Deputy \$323.92 (3 hour minimum plus vehicle fee-\$95.06 per
hour thereafter)

EOD svcs. Out-of-County
Sergeant \$467.69 (Applies to all Out-of-County 25% premium, 3
hour minimum plus vehicle fee-\$139.80 per
hour thereafter)
Deputy \$404.90 (Applies to all Out-of-County 25% premium, 3
hour minimum plus vehicle fee-\$118.83 per
hour thereafter)

Morgue Use Fee:

Base Fee \$247.00
Forensic Assistant \$84.63 (First 1.5 hours normal work day - \$28.21 each
half hour thereafter)

| | | |
|-----------------------|----------|--|
| Forensic Assistant OT | \$98.88 | (First 2 hours-\$24.72 per half hour thereafter) |
| Deputy Sheriff OT | \$194.96 | (First 2 hours-\$48.74 per half hour thereafter) |
| Sergeant OT | \$229.08 | (First 2 hours-\$57.27 per half hour thereafter) |

Response to Unabated Disturbance:

| | | |
|---------------------------|----------|---|
| Deputy Labor (Per Hour) | \$96.54 | (These rates may be used for any billings that involve straight time for listed classifications.) |
| Sergeant Labor (Per Hour) | \$114.11 | |

Driving Under the Influence Incidents:

| | | |
|-----------------------|----------|--|
| DUI Incident Response | \$375.00 | (Up to the first hour of pursuit; \$187.50 for each additional 30-minute increment.) |
| DUI Pursuits | \$375.00 | |

Telecommunications Fee:

| | | |
|------------|----------|--|
| Comm. Tech | \$67.09 | Per Hour (Materials will be billed in addition to fees at actual cost) |
| Sergeant | \$114.54 | 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 and after sixty (60) days after the date of its passage or July 1, 2013, 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 introduced on the 23rd day of April 2013, and finally passed and adopted this 23rd day of April 2013 on regular roll call of the members of said Board by the following vote:

SUPERVISORS

Gorin_____ Zane_____ McGuire _____ Carrillo _____ Rabbitt _____

Ayes_____ Noes_____ Abstain_____ Absent_____

WHEREUPON, the Chair declared the above and foregoing ordinance duly adopted and

SO ORDERED.

Chair, Board of Supervisors of
The County of Sonoma

ATTEST

VERONICA FERGUSON, 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: 61 2:10 P.M.
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors

Board Agenda Date: April 23, 2013

Vote Requirement: Majority

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

Staff Name and Phone Number:

Jon Stout, 707-565-7243

Supervisorial District(s):

Fourth

Title: Proposed Fee Schedule for Airport Land 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, 2013

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 and charges, special events, aircraft storage applications, and late penalties. The Department of Transportation and Public Works staff evaluates Airport rates and charges annually. The proposed fee increases recommended today were approved by the Aviation Commission on February 21, 2013.

The Airport fees and charges are imposed for entrance to or use of local government property or the purchase rental or lease of local government property. The fee increases will either partially cover operating costs (Landing Fees, Parking Fees and Hangar Fees – as established by 5-year plan) or provide the revenue to meet the increased costs associated with expansion (Terminal Building Rental Fees). 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 2013-2014, the Airport is proposing increases in some of the currently established fees:

1. Hangar Fees: A 3% increase is proposed for all currently established hangar fees, which are specified in the Resolution accompanying this Agenda Report. The increase is needed to defray on-going maintenance and operating costs associated with the Airport property and facilities. The 3% increase for FY 13-14 has been identified in a 5 year Hangar Fee Schedule approved by the Board in 2009. Pursuant to that Schedule, the increase has been reviewed and approved by the Aviation Commission on February 21, 2013. An increase of \$47,455 is anticipated in FY 13-14.
2. Landing fees: For vehicles less than 12,500 pounds, a \$0.02 increase from \$0.69 to \$0.71 per 1,000 pounds; for vehicles 12,500 to 95,000 pounds, a \$0.03 increase from \$0.96 to \$0.99 per 1,000 pounds; for vehicles over 95,000 pounds, a \$0.05 increase from \$1.53 to \$1.58 per 1,000 pounds. This

represents an approximate 3% increase over FY 12-13. Landing fees help defray the reasonable general costs associated with operating the Airport. The primary expenditure increases in general operations are associated with security enhancements and taxiway and runway maintenance. An increase of \$4,344 is anticipated in FY 13-14.

3. Terminal Building Rental Fees: For the lobby and office space, a \$.05 monthly charge increase from \$1.53 per square foot to \$1.58 per square foot; for the security building, a \$10.00 monthly charge increase from \$342.00 per square foot to \$352.00 per square foot. These represent approximate 3% increases over FY 12-13. The increases are necessary to offset higher expenditures primarily due to the expansion of the Terminal Building, which have caused increases in utilities, and maintenance expenditures. An increase of \$768 is anticipated for FY 13-14.
4. Lease Application Fees: For year to year leases there is an increase from \$1,300 to \$1,350; for a lease up to three (3) years there is an increase from \$3,150 to \$3,250; for leases over three (3) years there is an increase from \$6,500 to \$6,750. The application fees have not had an increase since FY 10-11. The application fees assist in defraying administrative costs associated with the application process. An increase of \$750 is anticipated for FY 13-14.
5. Security Violation Penalties: The Airport is adding several violations to the administrative remedies relating to Airport security. If a violation is committed at the Airport (e.g., a person enters a secure area without proper identification), the Airport is responsible to the Transportation Security Administration (TSA). If TSA imposes a fine, the Airport can then recoup the cost, in whole or part, from the violator. The penalties are also a deterrent in order to minimize the number of security violations that occur at the Airport. There is no budgeted revenue for violations as they are unpredictable and occur infrequently.

Proposed Rates Comparison with Other Airports :

For the other fees on the schedule, the Airport conducted a study of fees at other comparable airports in 2009 prior to Board of Supervisor approval of the current 5-year plan. Airport staff will be conducting another study of comparable airports in FY 14-15 in preparation of the next 5-year fee schedule that would potentially commence July 1, 2015.

SERVICE IMPROVEMENT PLAN & EXPECTED RESULTS:

1. The Airport is implementing an airport specific lease management system that will allow for increased efficiency by eliminating manual records, which will allow access to records by multiple staff members and other departments. The new system will include search capabilities, reminder notifications, and electronic storage of rental documents.
2. Airport management is conducting review of staff to ensure the highest and best use of staff time. This includes reorganization of office space, which will enhance productivity of administrative staff as well as minimize the potential for workplace ergonomic injuries.
3. The Airport has worked with PG&E on a lighting retrofit replacing 219 existing fixtures with new energy efficient lighting. The change will result in an annual savings of approximately 107,000-kilowatt hours and \$19,680 in electricity charges per year once the improvement cost is repaid to PG&E.

Prior Board Actions:

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 - FY 12-13 | | | |
| 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): | | | |
| There are no current year impacts. There will be approximately \$70,600 increase in revenue for FY 13-14. | | | |
| Staffing Impacts | | | |
| Position Title (Payroll Classification) | Monthly Salary Range (A – I Step) | Additions (Number) | Deletions (Number) |
| | | | |
| | | | |
| Narrative Explanation of Staffing Impacts (If Required): | | | |
| N/A | | | |
| Attachments: | | | |
| Resolution; Proposed Airport Fee and Revenue Chart | | | |
| Related Items "On File" with the Clerk of the Board: | | | |
| Airport Master Fee Schedule 13-14 showing all Airport fees and incorporating fee increases if such Increases are approved by this Board action. | | | |



County of Sonoma

State of California

Date: April 23, 2013

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, 2013**

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. 12-0210, dated April 26, 2012 this Board established rates and charges for the land and facilities at the Charles M. Schulz – Sonoma County Airport; and

Whereas, on February 21, 2013, 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, 2013, minor revisions to penalty language for security badges shall be effected, and also the rate and charge increases at the Charles M. Schulz – Sonoma County Airport shall be levied in the following amounts:

| Category | Hangar number | Implementation Schedule | | | | | |
|----------------------------|---------------|-------------------------|--------|--------|--------|------------|--------|
| | | 0% | 3% | 0% | 3% | 3% | 3% |
| | | Jul-09 | Jul-10 | Jul-11 | Jul-12 | Jul-13 | Jul-14 |
| Apron D – Per Month | | | | | | | |
| A | 1-11 | 139 | 143 | 143 | 147 | 152 | 156 |

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| | | | | | | | |
|---------------------------|------------------|-------|-------|-------|-------|--------------|-------|
| A | 12-25 | 162 | 167 | 167 | 172 | 177 | 182 |
| A | 18-19 | 180 | 185 | 185 | 191 | 197 | 203 |
| B | 26-53 | 198 | 204 | 204 | 210 | 216 | 223 |
| Old Shade | 1-21 | 133 | 137 | 137 | 141 | 145 | 150 |
| New Shade | 22-39 | 166 | 171 | 171 | 176 | 181 | 187 |
| Ex. Shade | 1-2 | 375 | 386 | 386 | 398 | 410 | 422 |
| Ex. Shade - West Unit | 3 | 352 | 362 | 362 | 373 | 384 | 396 |
| Butler | | 94 | 97 | 97 | 100 | 103 | 106 |
| Bldg. 303 | | 354 | 365 | 365 | 376 | 387 | 398 |
| Port-a-Ports | Pvt. Part | 64 | 66 | 66 | 68 | 70 | 72 |
| Apron E- Per Month | | | | | | | |
| C | 106-152 | 304 | 313 | 313 | 323 | 332 | 342 |
| D | 62-93 | 395 | 407 | 407 | 419 | 432 | 445 |
| E | 205-209, 212-215 | 390 | 402 | 402 | 414 | 426 | 439 |
| | 223-226, 229-231 | | | | | | |
| E | 210 & 216 | 536 | 552 | 552 | 569 | 586 | 603 |
| E | 228 & 232 | 506 | 521 | 521 | 537 | 553 | 570 |
| E | 211, 222, 227 | 452 | 466 | 466 | 480 | 494 | 509 |
| G | 54-61, 94-101 | 723 | 745 | 745 | 767 | 790 | 814 |
| Ex. Hgr | 18-21 | 2,012 | 2,072 | 2,072 | 2,135 | 2,199 | 2,265 |
| Ex. Hgr | 22-26 | 1,560 | 1,607 | 1,607 | 1,655 | 1,705 | 1,756 |
| Ex. Hgr | 200-204 | 1,258 | 1,296 | 1,296 | 1,335 | 1,375 | 1,416 |
| Ex. Hgr | 217-221 | 1,258 | 1,296 | 1,296 | 1,335 | 1,375 | 1,416 |
| Ex. Hgr | Sheriff | 1,872 | 1,928 | 1,928 | 1,986 | 2,046 | 2,107 |

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| | | | | | | | |
|--------------------------------------|--|-------|-------|-------|-------|-------------|-------|
| Tiedowns - Per Month | | | | | | | |
| Less than 42' | | 44 | 45 | 45 | 47 | 48 | 50 |
| 42 to 60 feet | | 124 | 128 | 128 | 132 | 135 | 140 |
| 60 to 90 feet | | 150 | 155 | 155 | 159 | 164 | 169 |
| Over 90 feet | | 182 | 187 | 187 | 193 | 199 | 205 |
| Landing Fees¹ | | | | | | | |
| Less than 12,500# | | 0.63 | 0.65 | 0.67 | 0.69 | 0.71 | 0.73 |
| 12,500 to 95,000# | | 0.88 | 0.91 | 0.93 | 0.96 | 0.99 | 1.02 |
| Over 95,000# | | 1.40 | 1.44 | 1.49 | 1.53 | 1.58 | 1.63 |
| Balloon Operators ² | | 200 | 225 | 225 | 225 | 500 | 500 |
| Terminal Building³ | | | | | | | |
| Lobby and Offices | | 1.40 | 1.44 | 1.49 | 1.53 | 1.58 | 1.63 |
| Security Building | | 313 | 322 | 332 | 342 | 352 | 363 |
| Fuel Flow | | | | | | | |
| Per gallon dispensed | | .011 | 0.11 | 0.11 | 0.11 | 0.12 | .012 |
| Application Fees | | | | | | | |
| Lease year to year | | 1,250 | 1,300 | 1,300 | 1,300 | 1,350 | 1,400 |
| Lease 3 year max | | 3,000 | 3,125 | 3,125 | 3,125 | 3,250 | 3,375 |
| Lease 3 year plus | | 6,250 | 6,500 | 6,500 | 6,500 | 6,750 | 7,000 |

¹ Fees for under 12,500# only apply to commercial flights. Expressed in dollars per 1,000 pounds

² This fee is for an annual operating permit in lieu of charges for each launch, landing, and escort.

³ Lobby and offices are dollars per square foot per month. Security building is dollars per month per operator

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Penalties – Security Identification Display Area (SIDA) Badge

| Violation | 1 st Offense | 2 nd Offense |
|---|---|------------------------------|
| Badge is not returned within 72-hours after card expiration, individual's separation from employment, or demand from the Sonoma County Airport or TSA. | \$150 | N/A |
| Authorized signer does not ensure that applicant has kept permanent resident card (green card) current.* | \$100 | Badge Revoke |
| Badge holder, or non 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 |
| Badge holder, or non badge holder, is found trying to access 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 |
| Authorized Signer or SIDA badge holder does not complete the Annual SIDA badge, gate device, or key audit in the allotted time give to complete such audit(s).* | \$200 | Badge Revoke |
| 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 |
| Applicant misses SIDA badge fingerprinting or SIDA training appointment without giving prior notice.* | \$20 | \$20 |
| 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 |

Penalties – Airport Operation Area (AOA) Badge

| Violation | 1 st Offense | 2 nd Offense |
|---|---|-------------------------------|
| Authorized signer does not ensure that applicant on Sponsor list has kept permanent resident card (green card) current.* | \$100 | Badge Revoke |
| Badge holder, or non 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 |
| Badge holder, or non 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 |

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| | | |
|--|---------|--------------|
| AOA or non STS badged individual, except for TSA and FAA inspectors, escorts individuals into the secure area. | \$250 | \$500 |
| AOA or non STS badged individual, except for TSA and FAA inspectors, and Airline on-duty flight crew, is found unescorted within the secure area. | \$250 | \$500 |
| AOA or non STS badges individual, except for TSA and FAA inspectors, walk or drive a vehicle on or across the Airline ramp.* | \$50 | \$100 |
| Authorized Signer or AOA badge holder does not complete the Annual AOA badge gate device or key audit in the allotted time given to complete such audit(s). | \$200 | Badge revoke |
| Authorized signer or badge holder does not complete the annual authorized signatory training in the allotted time given to complete such annual training.* | \$200 | Badge Revoke |
| Applicant misses AOA badge appointment without giving prior notice.* | \$10 | \$10 |
| Cost to reactivate 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 |

*New violations being added to administrative remedies.

Be It Further Resolved that landing fees as set forth above are due and payable within twenty (20) days of the last day of the month in which the charges were accrued. Unless otherwise negotiated by contract, 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 25th day of the month due.

Be It Further Resolved that all other buildings and grounds rental shall be by negotiation.

Be It Further Resolved that the Airport Manager is hereby authorized to enter into month-to-month leases, licenses, or operating agreements for Airport buildings and premises.

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:

Zane:

McGuire:

Carrillo:

Rabbitt:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.

Charles M. Schulz - Sonoma County Airport
 Department of Transportation and Public Works
 Fiscal Year 13-14 Fee and Revenue Summary Chart

HANGARS (NON-COMMERCIAL USE)

| <u>Fee Description</u> | FY 13-14 | | | | | |
|---|---|--------------------------------------|---------------------------------------|--|------------------------------------|---|
| | <u>FY 13-14 Budget Units of Service</u> | <u>Current FY 12-13 Rate</u> | <u>FY 13-14 Proposed Rate</u> | <u>Per Month Dollar Change</u> | <u>Rate Percent Change</u> | <u>Annual Revenue Increase due to Rate Change</u> |
| Covered Aircraft Storage (Monthly) | | | | | | |
| Hangars 1-11 (745 sq. ft.) | 11 | \$147 | \$152 | \$5 | 3.40% | \$660 |
| Hangars 12-25 (820 sq. ft.) | 12 | \$172 | \$177 | \$5 | 2.91% | \$720 |
| Hangars 18-19 (928 sq. ft.) | 2 | \$191 | \$197 | \$6 | 3.14% | \$144 |
| Hangars 26-53 (954 sq. ft.) | 28 | \$210 | \$216 | \$6 | 2.86% | \$2,016 |
| Old Shade Hangars 1-21 (800 sq. ft.) | 21 | \$141 | \$145 | \$4 | 2.84% | \$1,008 |
| Shade Hangars 22-39 (w. locker/power) | 18 | \$176 | \$181 | \$5 | 2.84% | \$1,080 |
| Executive Shade Hangars 1-2 | 2 | \$398 | \$410 | \$12 | 3.02% | \$288 |
| Executive Shade Hangar West 3 | 1 | \$373 | \$384 | \$11 | 2.95% | \$132 |
| Butler Hangars | 14 | \$100 | \$103 | \$3 | 3.00% | \$504 |
| Building 303 (PCAM-1,620 sq. ft.) | 1 | \$376 | \$387 | \$11 | 2.93% | \$132 |
| Port-a-Port Spaces (private) | 5 | \$68 | \$70 | \$2 | 2.94% | \$120 |
| Hangars 106-152 (861 sq. ft.) | 47 | \$323 | \$332 | \$9 | 2.79% | \$5,076 |
| Hangars 62-93 (1225 sq. ft.) | 32 | \$419 | \$432 | \$13 | 3.10% | \$4,992 |
| Hangars 205-209, 212-215 (1013 sq. ft.) 223-226, 229-231 | 16 | \$414 | \$426 | \$12 | 2.90% | \$2,304 |
| Hangars 210, 216 (1394 sq. ft.) | 2 | \$569 | \$586 | \$17 | 2.99% | \$408 |
| Hangar 228, 232 (1,315 sq. ft.) | 2 | \$537 | \$553 | \$16 | 2.98% | \$384 |
| Hangar 211,222, 227 (1,175 sq. ft.) | 3 | \$480 | \$494 | \$14 | 2.92% | \$504 |
| Hangars 54-61, 94-101 (2046 sq. ft.) | 16 | \$767 | \$790 | \$23 | 3.00% | \$4,416 |
| Executive Hangars 18-21 (3,225 sq. ft.) | 4 | \$2,135 | \$2,199 | \$64 | 3.00% | \$3,072 |
| Executive Hangars 22-26 (3,000 sq. ft.) | 5 | \$1,655 | \$1,705 | \$50 | 3.02% | \$3,000 |
| Executive Hangars 200-204 (2420 sq. ft.) | 5 | \$1,335 | \$1,375 | \$40 | 3.00% | \$2,400 |
| Executive Hangars 217-221(2420 sq. ft.) | 5 | \$1,335 | \$1,375 | \$40 | 3.00% | \$2,400 |
| Sheriff's Hangar (3,000) | 1 | \$1,986 | \$2,046 | \$60 | 3.02% | \$720 |
| Portables(Apron F) Middle Row | 9 | \$68 | \$70 | \$2 | 2.94% | \$216 |
| Portables(Apron F) North/South Row | 25 | \$89 | \$92 | \$3 | 3.37% | \$900 |
| Space - Vandebos | 1 | \$239 | \$246 | \$7 | 2.93% | \$84 |
| Space - Vance | 1 | \$76 | \$79 | \$3 | 3.95% | \$36 |
| Space - Craven | 1 | \$68 | \$70 | \$2 | 2.94% | \$24 |
| New - Box (Small Box Hangars Apron F) | 15 | \$169 | \$174 | \$5 | 2.96% | \$900 |
| New - Box (Hard Stand Hangars Apron F) | 2 | \$254 | \$261 | \$7 | 2.76% | \$168 |
| New - Box - Turley | 1 | \$380 | \$392 | \$12 | 3.16% | \$144 |
| New - T (private Apron F) | 12 | \$97 | \$99 | \$2 | 2.06% | \$288 |
| Port-a-Port Hangars 217-227, 233-242 | 20 | \$173 | \$178 | \$5 | 2.89% | \$1,200 |
| Small Storeroom | 2 | \$90 | \$93 | \$3 | 3.33% | \$72 |
| Large Storeroom | 4 | \$164 | \$169 | \$5 | 3.05% | \$240 |
| Mini-Hangar Storeroom | 6 | \$196 | \$202 | \$6 | 3.06% | \$432 |

New Fee rates were calculated by increasing the current rate by 3% and then rounding the fee to the closest whole dollar amount

Charles M. Schulz - Sonoma County Airport
 Department of Transportation and Public Works
 Fiscal Year 13-14 Fee and Revenue Summary Chart

COMMERCIAL USE HANGARS

Commercial operations in hangars, including subletting of privately owned hangars, are subject to prior approval by the County Minimum Standards for type of commercial activity and lease provisions

| <u>Fee Description</u> | <u>FY 13-14 Budget Units of Service</u> | <u>Current FY 12-13 Rate</u> | <u>FY 13-14 Proposed Rate</u> | <u>Dollar Change</u> | <u>Rate Annual Revenue Percent Change</u> | <u>Increase due to Rate Change</u> |
|--|---|--------------------------------------|---------------------------------------|--------------------------|---|--|
| Non-Covered Aircraft Storage by Wing Span | | | | | | |
| Tie down Taxi Through | | | | | | |
| Less than 42'/Night | 1673 | \$7 | \$8 | \$1 | 14.3% | \$1,673 |
| Less than 60'/Night | 89 | \$21 | \$22 | \$1 | 4.8% | \$1,068 |
| Over 60' but less then 90'/Night | 134 | \$31 | \$32 | \$1 | 3.2% | \$1,608 |
| 90' and over/Night | 20 | \$53 | \$55 | \$2 | 3.8% | \$480 |
| | | | | | | |
| Less than 42'/Month | 50 | \$47 | \$48 | \$1 | 2.1% | \$50 |
| Less than 60'/Month | 3 | \$132 | \$135 | \$3 | 2.3% | \$108 |
| Over 60' but less then 90'/Month | 7 | \$159 | \$164 | \$5 | 3.1% | \$420 |
| 90' and over/Month | 12 | \$193 | \$199 | \$6 | 3.1% | \$864 |

A \$3.00 service fee will be assessed for transient tags if not paid at the Airport and County staff has to mail collection requests to operator.

| | | | | | | 47,455 |
|--|------------|---------------|---------------|-------|-------|---------------|
| Total Aircraft Facilities: | | | | | | |
| Landing Fees | | | | | | |
| Hot Air Balloon Land/Launch/Escort (1) | 100 | \$47.50 | \$47.50 | 0.0 | 0.0% | \$0 |
| Commercial flights - Aircraft-Maximum Gross Weight | | | | | | |
| Less than 12,500 lbs. | 18,000,000 | \$0.69/1,000# | \$0.71/1,000# | 0.02 | 2.9% | \$360 |
| 12,500 lbs. to 95,000 lbs. | 56,660,000 | \$0.96/1,000# | \$0.99/1,000# | 0.03 | 3.1% | \$1,700 |
| Over 95,000 lbs. | 15,675,000 | \$1.53/1,000# | \$1.58/1,000# | 0.05 | 3.3% | \$784 |
| Non-Commercial flights-Aircraft-Maximum Weight | | | | | | |
| 12,500 lbs to 95,000 lbs. | 10,000,000 | \$0.96/1,000# | \$0.99/1,000# | 0.03 | 3.1% | \$300 |
| Over 95,000 lbs. | 30,000,000 | \$1.53/1,000# | \$1.58/1,000# | 0.04 | 2.6% | \$1,200 |
| Fire Suppression Flights - Aircraft Type (2) | | | | | | |
| OV-10 and C337 | | \$20/ landing | \$22/ landing | 2.00 | 10.0% | \$0 |
| S2A/T | | \$40/ landing | \$45/ landing | 5.00 | 12.5% | \$0 |
| P2 and P3 | | \$150/landing | \$165/landing | 15.00 | 10.0% | \$0 |
| SP2H | | \$150/landing | \$165/landing | 15.00 | 10.0% | \$0 |
| DC-4 | | \$150/landing | \$165/landing | 15.00 | 10.0% | \$0 |

(1) Recovery escort \$47.50 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.

(2) These aircraft types represent the majority of aircraft flown by Cal Fire. If the aircraft operated by Cal Fire is not shown above, the Commercial landing fees shall apply.

Vehicle Parking Fees

| | | | | | | |
|---------------------------------------|------|---------------|---------------|---|------|-----|
| Long Term | | | | | | |
| 24 hour period | 5000 | \$9.00/day | \$9.00/day | 0 | 0.0% | \$0 |
| Short Term | | | | | | |
| First 2 hrs free to a max of \$12/day | 740 | \$1.00/ 1/2hr | \$1.00/ 1/2hr | 0 | 0.0% | \$0 |
| Assigned Parking (on Airport) | 10 | \$55.00/Mo. | \$55.00/Mo. | 0 | 0.0% | \$0 |
| Discount Pass-daily commuters* | 20 | \$85.00/Mo. | \$85.00/Mo. | 0 | 0.0% | \$0 |
| Employee Pass | 8 | No Charge | No Charge | 0 | 0.0% | \$0 |
| Parking Penalties(3) | | PAA Schedule | same | 0 | 0.0% | \$0 |

(3) 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.

Charles M. Schulz - Sonoma County Airport
 Department of Transportation and Public Works
 Fiscal Year 13-14 Fee and Revenue Summary Chart

| Fee Description | FY 13-14 | Current | FY 13-14 | Dollar Change | Rate Annual Revenue | |
|--|-------------------------|--------------------|---------------------|---------------|---------------------|-----------------------------|
| | Budget Units of Service | FY 12-13 Rate | Proposed Rate | | Percent Change | Increase due to Rate Change |
| Commercial Tenants (Monthly) | | | | | | |
| Lobby and Offices (Terminal building) | 1080 sq ft | \$1.53/sq ft | \$1.58/sq ft | \$0.05 | 3.5% | \$648 |
| New Security Screening Building | 1500 sq ft | \$342/Mo. | \$352/Mo. | \$10.00 | 3.1% | \$120 |
| Fuel | | | | | | |
| Aviation Gasoline | 210,156 | \$0.11/gal | \$0.12/gal | \$0.01 | 9.1% | \$2,102 |
| Turbine Fuel | 1,492,164 | \$0.11/gal | \$0.12/gal | \$0.01 | 9.1% | \$14,922 |
| Automobile Gasoline | 28,800 | \$0.11/gal | \$0.12/gal | \$0.01 | 9.1% | \$288 |
| Application Fees | | | | | | |
| Aircraft Storage Waiting List Application Fee (non-refundable) | | First month's rent | First month's rent | \$0 | 0.0% | \$0 |
| Lease/Concession Agreement (year-year) | 5 | \$1,300 | \$1,350 | \$50 | 3.8% | \$250 |
| Operating or License Agreement | 2 | \$3,125 | \$3,250 | \$125 | 4.0% | \$250 |
| FBO or Building/Ground Leases | 1 | \$6,500 | \$6,750 | \$250 | 3.8% | \$250 |
| Special Event (use of Airport facility) | 15 | \$1,300 + \$47.50/ | \$1,300 + \$47.50/h | \$0 | 0.0% | \$0 |
| Special Event Airport Employee Overtime Expense | 7 | \$72.50 | \$72.50 | \$0 | 0.0% | \$0 |
| Lock and Key (non-refundable) | | \$40 | \$40 | \$0 | 0.0% | \$0 |
| Key Card (non-refundable) | | \$15 | \$15 | \$0 | 0.0% | \$0 |
| Remote Opener (non-refundable) (7) | | \$50 | \$50 | \$0 | 0.0% | \$0 |
| Cleaning/Debris Removal Deposit | | \$100 | \$100 | \$0 | 0.0% | \$0 |
| Late Penalty (unless otherwise negotiated by contract) | | 10% | 10% | \$0 | 0.0% | \$0 |
| Late Fee-insurance submittals | | \$10/day | \$10/day | 0 | 0.0% | \$0 |
| (7) There will be a \$10 per occurrence reactivation fee for tenants who fail to respond | | | | | | |
| Security Identification Display Area (SIDA) Badges | | | | | | |
| SIDA Badge with Background/Finger Print Check | 15 | \$115.00 | \$115.00 | \$0 | 0.0% | \$0 |
| SIDA Badge without Background check (CHRC only) | 10 | \$95.00 | \$95.00 | \$0 | 0.0% | \$0 |
| SIDA Badge without Finger Print Check (STA only) | 15 | \$65.00 | \$65.00 | \$0 | 0.0% | \$0 |
| SIDA Badge without Background and Fingerprint check | 2 | \$45.00 | \$45.00 | \$0 | 0.0% | \$0 |
| SIDA Badge Replacement (due to expiration) | 1 | \$45.00 | \$45.00 | \$0 | 0.0% | \$0 |
| SIDA Badge Replacement (due to card failure) (8) | 10 | \$25.00 | \$25.00 | \$0 | 0.0% | \$0 |
| SIDA Badge Replacement (due to card loss) plus penalty | 5 | \$45.00 | \$45.00 | \$0 | 0.0% | \$0 |
| Missed appointment without notification. | 5 | \$20.00 | \$20.00 | \$0 | 0.0% | \$0 |
| (8) Badges will be replaced free of charge during the 45 day warranty period. | | | | | | |
| Airport Operations Area (AOA) Badge | | | | | | |
| AOA Badge - First Issuance | 200 | \$40.00 | \$40.00 | \$0 | 0.0% | \$0 |
| AOA Badge Replacement (due to expiration) | 0 | \$25.00 | \$25.00 | \$0 | 0.0% | \$0 |
| AOA Badge Replacement (due to card failure after warranty) (9) | 20 | \$25.00 | \$25.00 | \$0 | 0.0% | \$0 |
| AOA Badge Replacement (due to card loss) plus penalty | 12 | \$25.00 | \$25.00 | \$0 | 0.0% | \$0 |
| Missed appointment without notification. | 10 | \$15.00 | \$15.00 | \$0 | 0.0% | \$0 |
| (9) Badges will be replaced free of charge during the 45 day warranty period. | | | | | | |
| Autocross Track Fees | | | | | | |
| Daily Rate | 15 | \$540 | \$540 | \$0 | 0.0% | \$0 |
| Yearly Rate | 2 | 6,425 | 6,425 | \$0 | 0.0% | \$0 |
| Anticipated actual airport employee expenses is \$47.50 per hour. Anticipated actual airport employee overtime expenses is \$72.50 per hour. | | | | | | |
| Driver's Training | | | | | | |
| Airport Employee Hourly Rate | 10 | \$47.50/\$72.50 O | \$47.50/\$72.50 OT | \$0 | 0.0% | \$0 |
| Grant Total: | | | | | | \$70,628 |



County of Sonoma Agenda Item Summary Report

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

Agenda Item Number: 62
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors and Board of Directors

Board Agenda Date: April 23, 2013

Vote Requirement: 4/5

Department or Agency Name(s): County Administrator's Office

Staff Name and Phone Number:

Supervisorial District(s):

Christina Rivera 565-3779

Title: FY 12-13 Third Quarter Budget Update and Adjustments

Recommended Actions:

Resolution adjusting the FY 2012-13 Budget for the County of Sonoma, Sonoma County Water Agency, Occidental County Sanitation District, and Northern Sonoma County Air Pollution Control District for the Third Quarter Consolidated Budget Adjustments.

Resolution Amending the Departmental Position Allocation lists associated with the Third Quarter Consolidated Budget Adjustments.

Executive Summary:

Each year staff provides the Board with an update after the end of the third quarter of the fiscal year not only on the estimates for the remainder of the fiscal year but also on the progress in compiling the recommended budget for the coming fiscal year. Staff also uses this opportunity to process any budget adjustments that have become necessary as the year has progressed.

FY 2012-13 Update

By the end of the third quarter total County expenditures were \$805 million and total revenues were \$722 million which were 51% and 54% of budget respectively. Total County General Fund expenditures were \$294 million and total revenues \$210 million or 70% and 54.5% of the County General Fund budget. These actual expenditures and revenues are on pace to meet and exceed the estimated General Fund carryover balance we have assumed for 2013-14 budget planning. This is a notable achievement given that departments have been significantly reducing expenditures each year for four years.

Based upon departmental estimates, we are now projecting nearly \$13 million in County General Fund carryover balance at the end of this fiscal year, an improvement of \$4 million from the mid-year estimates mainly due to one-time \$3,985,824 prior years' state repayment of Human Services 1991 Realignment caseload growth base allocation funding adjustments backfilled with General Fund.

The compiling of the recommended budget is approximately 50% complete and we are on track to publish the budget by May 24, 2013 for your Final Budget Hearings schedule to begin on June 10, 2013.

Consolidated Budget Adjustments

At Third Quarter FY 2012-13 departments provide estimates of how actual expenditures are expected to compare with the budget as approved by your Board in June of 2012 and adjusted in the first two quarters consolidated budget adjustment process. Changes that are required at this time are included in this report.

Total budgetary adjustments increase expenditures by \$43.6 million and revenues by \$37 million; which are divided in two major categories: those where the department is requesting Board consideration for program activities requiring budget adjustments or position allocation changes; and those where the Board has previously approved the action leading to the need for the budget adjustment.

Budget Adjustments for Board direction total \$4.2 million in expenditures offset by \$1.5 million in revenues with a \$2.7 million use of available funds, and a total of 10.25 staffing resources increase. The General Fund portion of this includes \$374,500 in expenditures and \$354,100 in revenues with a \$20,400 General Fund net cost.

Adjustments for all funds include:

- **\$1.2 M in Non Departmental** – Program Securitized Tobacco Endowment funds for the capital project expansion of the Sheriff’s Dispatch facilities needed to accommodate Redwood Empire Dispatch Communications Authority (REDCOM) increased space needs. REDCOM will over a six year period, starting in FY 14-15, payback the county with Graton Rancheria contributions assigned to Authority participants.
- **\$50k in District Attorney** – Add staff to the Family Justice Center program effective 4/23/13; 1.0 Administrative Aide and 1.0 Program Manager (Executive Director) funded by General Fund Contingencies to ensure continuity of operations, and over time replace funding with outside grant sources.
- **\$263k in Sheriff’s Office** – Appropriate AB109 2011 Public Safety Realignment contingency to expedite opening of one housing unit at North County Detention Center. Funding is recommended by the Community Corrections Partnership.
- **\$382k in Dept. of Health Services** – Increased appropriations for additional Animal Care and Control staff funded with increased city-county shared services contract. Adjustment adds 1.0 Program Coordinator to implement community outreach, fundraising and volunteer coordination program improvements; and adds 1.0 Animal Control Officer to enhance field services. Also, adding 2.0 Marriage Family Therapist to Behavioral Health to support patient transition from institute facility to treatment programs.
- **\$50k in Fire and Emergency Services** – Equipment purchase funded by Grant revenues (5% local match of \$2,500).
- **\$1.5 M in Water Agency** – Increase funding primarily for Renewable Energy Support Services (\$250,000); adjust salaries and benefits by \$427,000 for increased extra help costs and \$303,000 for leave balances cash outs; and add 2.0 Technical Writer Specialist to meet workload demands (\$249,000) associated with a larger numbers of grants and contracts.
- **\$100k in Economic Development** - Conduct resident and business sentiment surveys funded with available Advertising (Transient Occupancy Tax) program revenues.
- **\$155k in Advertising Program** – Provide \$100,000 to Economic Development for sentiment survey work; \$20,000 to fund the Paws and Pasta event program; and \$35,000 to the City of Santa Rosa for the 2013 Amgen event.
- **\$20,400 Board of Supervisors/CAO** - Add Board of Supervisors extra help (16-20 hrs/week/district), 1.0 Administrative Aide, and 1.0 Administrative Analyst, to support Financial System implementation and Board Workplan. Cost for the remainder of this fiscal year will for the most part be offset with savings.
- **\$0 in Ag. & Open Space (AOSD)** - Increase by 0.25 an Accounting Technician offset with salary savings.

Budget adjustments reflecting prior actions of the Board or technical changes, affect 16 departmental budget units, totaling \$39.4 million in expenditures offset by revenues/reimbursements of \$37 million for a total net use of \$2.3 million in General and non-General funds. The General Fund portion is \$11 million in expenditures and \$5.3 million in revenues totaling \$5.8 million in use of available General Fund.

Increased GF use is due to a \$5.3 million transfer of dissolved Redevelopment Agency (RDA) tax revenue and asset liquidation funds to the new Residual RDA fund established by the Board on 2/5/13; and \$450,000 fund transfer to Roads for Highway 12 project and planning as directed by the Board on 12/11/12. General fund expenditure adjustment include \$457,237 draw down of contingencies mainly to offset departments' financing needs as detailed in the attached budget and positions Resolutions and Exhibits A & B.

Prior Board Actions:

The Board adopted the FY 12-13 budget in June 2012 and approved adjustments to the budget as recommended in the First and Second Quarter Consolidated Budget Adjustment process.

Strategic Plan Alignment Goal 2: Economic and Environmental Stewardship

Periodic adjustments to the Adopted Budget facilitate the County's ability to deliver program services.

Fiscal Summary - FY 12-13

| Expenditures | | Funding Source(s) | |
|---------------------------|----------------------|--|----------------------|
| Budgeted Amount | \$ | County General Fund Various Revenues /Reimbursements | \$ 5,206,416 |
| Add Appropriations Req'd. | \$ 43,566,638 | State/Federal | \$ |
| | \$ | Fees/Other | \$ |
| | \$ | Use of Fund Balance | \$ 5,003,525 |
| | \$ | Contingencies General Fund. | \$ 457,237 |
| | \$ | Other Funds Various Revenues /Reimbursements | \$ 32,899,460 |
| Total Expenditure | \$ 43,566,638 | Total Sources | \$ 43,566,638 |

Narrative Explanation of Fiscal Impacts (If Required):

The fiscal impact reflects various changes to the FY 12-13 Adopted Budget which are detailed in the Executive Summary above and the associated resolutions and attachments. Current appropriations for General Fund Contingencies are \$3,315,105. In the event that the Board approves the recommended actions and adjustments today, which include \$457,237 in use of contingencies, the remaining available General Fund contingency will be \$2,857,868.

| Staffing Impacts | | | |
|---|---|------------------------------|------------------------------|
| Position Title (Payroll Classification) | Monthly Salary Range (A – I Step) | Additions (Number) | Deletions (Number) |
| See attached position allocation Resolution | | | |
| | | | |
| Narrative Explanation of Staffing Impacts (If Required): | | | |
| See attached consolidated budget adjustments and position allocation resolutions for staffing changes. There is a total net addition of 10.25 FTE positions recommended. No lay-offs are required by these changes. | | | |
| Attachments: | | | |
| Resolutions and attachments: Resolution 1 with Exhibit A & Resolution 2 with Exhibit B | | | |
| Related Items "On File" with the Clerk of the Board: | | | |
| | | | |



County of Sonoma
State of California

Date: April 23, 2013

Item Number: _____

Resolution Number: _____

4/5 Vote Required

Concurrent Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, The Board Of Directors Of The Sonoma County Water Agency, The Board of Directors of the Occidental County Sanitation District, And The Board Of Directors Of The Agricultural Preservation and Open Space District, Adjusting The Adopted FY 12-13 Budget. (4/5 Vote Required.)

Whereas, the Board has adopted the Fiscal Year 2012-2013 Budget for all Governmental Entities within its jurisdiction, in accordance with Section 29088 of the Government Code of the State of California, and

Whereas, the Government Code allows for adjustments to the Adopted Budget during the 2012-2013 Fiscal Year.

Now, Therefore, Be It Resolved that the County Auditor-Controller is hereby authorized and directed to adjust the Fiscal Year 2012-13 Adopted Budget for the attached increases/decreases listed in Exhibit "A" for the governmental entities within its jurisdiction.

Supervisors:

Gorin:

Zane:

McGuire:

Carrillo:

Rabbitt:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.

| FY 2012-13 Third Quarter Consolidated Budget Adjustments | Gross Expenditure | Revenue and Reimbursement | Net Cost |
|--|-------------------|---------------------------|-----------|
| REQUESTED ADJUSTMENTS SUBJECT TO BOARD DIRECTION | | | |
| Administrative Support and Fiscal Services | | | |
| County Administrator/Clerk of the Board: Gen Fund - Increase resources to ensure continuity of services delivered by the Board of Supervisors' district staff (2.0 Administrative Aide Extra Help or 16-20 hrs/week/district), a 2 month \$20,400 net cost. Also, adding Administrative Analyst for the implementation of the new Enterprise Financial System, and Administrative Aide to support large scale projects. Partial year cost for additional CAO staff is \$39,100 offset by ongoing salary savings and reimbursements. | 20,400 | 0 | 20,400 |
| Information Systems Department: General Fund - Increase appropriations for desktop replacement for the County Clerk and and Recorder, as the project is being advanced to the current year. | 20,880 | 20,880 | 0 |
| Information Systems Department: Special Rev Fund | 72,640 | 72,640 | |
| Non Departmental: Special Revenue Fund - Transfer available Securitized Tobacco Endowment funds to finance the expansion of Sheriff Department dispatch facilities. Redwood Empire Dispatch Communications Authority (REDCOM) a law enforcement, Fire and Emergency Services entity will repay the county for the improvement over 6 years using Graton Rancheria contributions assigned to Authority participants. | 1,200,000 | 0 | 1,200,000 |
| Justice Services | | | |
| District Attorney: Special Revenue Fund - Convert Family Justice Center extra help staff to permanent positions to maintain continuity of operations: 1.0 FTE Executive Director (Department Program Manager) (\$30,600) and 1.0 FTE Administrative Aide position effective (\$19,200). The annualized cost of the positions are \$123,000 and \$77,000 respectively. Financed with General Fund contribution. | 49,858 | 49,858 | 0 |
| Sheriff: General Fund - Allocate Public Safety Realignment (PSR) Plan contingency funds for unanticipated impacts of managing the realigned population. The adjustment is necessary to expedite the opening of an additional housing unit at North County Detention Facility to house Realigned offenders. | 263,376 | 263,376 | 0 |

| FY 2012-13 Third Quarter Consolidated Budget Adjustments | Gross Expenditure | Revenue and Reimbursement | Net Cost |
|--|-------------------|---------------------------|-----------|
| Sheriff: Special Revenue Fund -Record receipt of PSR funds and transfer to operational budget for North County Detention Facility additional housing. | 263,376 | 263,376 | 0 |
| Health and Human Services | | | |
| Dept. Health Services: Special Rev Fund - Increase appropriations for: First 5 Sonoma County for Pasitos Program funded by \$5,000 award from Community Foundation, Winnable Battles Collaboration Project funded by \$5,000 award from National Association of County and City Health Officials, and for Animal Care and Control Services by \$327,094 funded by unanticipated revenue from license collections and shared services contracts. FTE changes: +2.0 Marriage Family Therapist in Behavioral Health to transition mental health patients from institute setting to treatment programs at current fiscal year cost of \$28,408 funded by Federal Financial Participation & Mental Health Services Act; +2.0 FTEs in Animal Care and Control to work on community outreach, promotion, donor development, volunteer coordination; and to provide supervision, guidance, and direction to issues in field services unit, funded by shared services contract revenues. | 381,980 | 381,980 | 0 |
| Development Services | | | |
| Fire & Emergency Services: General Fund -Approve anticipated supplement to 2010 grant for Buffer Zone Protection Program. | 69,857 | 69,857 | 0 |
| Fire & Emergency Services: Special Revenue Fund -Approve grant to purchase equipment for Volunteer Fire Companies (95% Federal fund; 5% local match) | 50,000 | 47,500 | 2,500 |
| Water Agency-Admin. General: Enterprise Funds -Increase Operating Transfer for: Renewable Energy Support Services (\$250,000) related to Sonoma Clean Power project work and marketing; Penngrove Sanitation Zone Operations Fund to maintain as positive fund balance (\$10,000); to add 1.0 FTE Engineer Technician IV and delete 1.0 FTE Engineer Technician III (\$21,468) to better align duties with job classification, and add 2.0 FTE Technical Writing Specialist (\$248,998) due to increased workload as a result of larger number of grants available and contracts; \$303,000 for vacation cash outs; and \$427,000 in increased extra help costs in various programs. | 1,526,229 | 250,000 | 1,276,229 |

Exhibit "A"

| FY 2012-13 Third Quarter Consolidated Budget Adjustments | Gross Expenditure | Revenue and Reimbursement | Net Cost |
|--|--------------------------|----------------------------------|------------------|
| Water Agency-Water Supply: Enterprise Funds -Increase expense appropriations (\$25,000) in Recycled Water Fund for Agency participation in a WateReuse Initiative to study the challenges of removing barriers to indirect and direct potable reuse research to help solve California water challenges. | 25,000 | | 25,000 |
| Economic Development: Special Revenue Fund -Add appropriations to conduct resident and business sentiment surveys (\$100,000) funded by Advertising revenues. | 100,000 | 100,000 | 0 |
| Other County Services | | | |
| Ag And Open Space District: Enterprise Fund -Increase Accounting Technician position from .75 FTE to 1.0 FTE to address distribution and delegation of duties, funded with salary savings within existing appropriations. | 0 | 0 | 0 |
| Advertising Program: Special Revenue Funds -Provide \$100,000 to the Economic Development Department for resident and business sentiment survey work Provide \$20,000 to fund the Paws and Pasta event program. \$35,000 to the City of Santa Rosa in support of the 2013 Amgen event. | 155,000 | 0 | 155,000 |
| Sub-Total Adjustments Subject to Board Direction | 4,198,596 | 1,519,467 | 2,679,129 |

| FY 2012-13 Third Quarter Consolidated Budget Adjustments | Gross Expenditure | Revenue and Reimbursement | Net Cost |
|---|----------------------|------------------------------|-------------|
| SUMMARY OF REQUESTED ADJUSTMENTS REFLECTING PRIOR BOARD POLICY/DIRECTION | | | |
| Administrative Support and Fiscal Services | | | |
| County Counsel: General Fund -Recognize revenue and expenditures as provided for in the Graton Intergovernmental Mitigation Agreement (BOS 10/23/12). | 15,000 | 15,000 | 0 |
| General Services: Special Revenue Funds -Criminal Justice Construction Fund -Operating transfer to Criminal Justice Expansion capital project. | 150,000 | 0 | 150,000 |
| General Services-Sonoma County Energy Watch: Special Revenue Funds -Appropriate available fund balance to fund contract services pertaining to lighting retrofit projects.The original funding source comes from the PG&E on-bill financing program. | 65,000 | 0 | 65,000 |
| Information Systems Department-HRMS: Special Revenue Funds - Increase appropriations in the ISD - HRMS Systems Administration Fund for interest portion of annual note repayment, and recognize operating transfer for annual principal (\$850,000) and interest (\$40,500) payment. | 40,500 | 890,500 | (850,000) |
| Non Departmental: General Fund -Add appropriations to cover Property Administration (SB2557) lawsuit settlement with cities covering collections from FY 2006-07 to FY 2011-12. Financed with Tax Revenue Loss Fund (Teeter) available balance \$3.4M (BOS 3/26/13); and address state audit finding allocate county costs (A87) to Roads \$1 M. Recognize \$450K transfer from Contingencies to Roads for Hwy 12 project (BOS 12/11/12), and appropriate \$49,858 transfer to DA-Family Justice Center to finance additional staff. | 4,917,154 | 4,417,296 | 499,858 |
| Non Departmental: General Fund -Transfer accumulated County funds resulting from the dissolved Redevelopment Agency asset liquidation and reallocation of tax apportionments back to the County. | 5,379,779 | 0 | 5,379,779 |
| Non Departmental: Special Revenue Fund -Recognize funding transfer from General Fund to the new fund RDA Dissolution Distribution fund resulting from the dissolved Redevelopment Agency asset liquidation and reallocation of tax apportionments back to the County (BOS 2/5/13) Adjustment also necessary to complete pass thru Graton Rancheria one-time funds to offset County Counsel agreement review staffing costs \$15,000. | 15,000 | 5,379,779 | (5,364,779) |

Exhibit "A"

| FY 2012-13 Third Quarter Consolidated Budget Adjustments | Gross Expenditure | Revenue and Reimbursement | Net Cost |
|---|--------------------------|----------------------------------|------------------|
| <p>Non Departmental: General Fund -Reduced contingencies to sponsor AARP Tax Aide program at Sebastopol Veterans Building, and to waive environmental health fees to the Forestville Youth Park community programs. Also, decreasing contingencies to finance General Fund net cost adjustments from departments primarily for leave balances cash outs.</p> | (72,237) | 0 | (72,237) |
| <p>Clerk-Recorder-Assessor: Special Revenue Fund - Additional appropriations required to pay balance of \$60,000 annual license and support agreement for the Assessor Computer Aided Mass Appraisal System License and Support agreement.</p> | 20,000 | 0 | 20,000 |
| Justice Services | | | |
| <p>Sheriff: General Fund -Transfer appropriations from the Court Security budget to the Radio Replacement fund to provide for future radio replacement of Court Security radio equipment needs (\$9,000).</p> | (9,000) 9,000 | 0 0 | (9,000) 9,000 |
| <p>Sheriff: Special Revenue Funds -Moves funds from Court Security index to Radio Replacement Fund for future radio replacements for Court Security deputies (\$9,000). Changes source of revenue to offset Civil Bureau General Fund expenditures from AB 709 Special Fund (-\$50,000) to AB 1109 Special Fund (\$50,000) as expenditures are more in line with those allowable under AB 1109. DMV ID Fund adjustment corrects negative fund balance as fund balance was over-estimated going into FY 12-13 and the fund should have netted to zero at the time of budget adoption (\$69,215). Increases expenditures appropriations (\$791,066) in Booking Fees Fund in order to make the FY 11-12 booking fee revenue transfer.</p> | 721,851 | 9,000 | 712,851 |
| Health and Human Services | | | |
| <p>Health Services: General Fund - Increase appropriations for GF Contribution (\$13,568) for Environmental Health Dairy Program Fees, (BOS date: October 16, 2012 Agenda Item #23) . EH fee waivers for Forestville Youth Park (\$1,979) (BOS date: 2/26/13), EH NOAH (\$186) (BOS date: 9/11/12). Total cost to GF for fee waivers (\$15,733.)</p> | 15,733 | 0 | 15,733 |

Exhibit "A"

| FY 2012-13 Third Quarter Consolidated Budget Adjustments | Gross Expenditure | Revenue and Reimbursement | Net Cost |
|---|--------------------------|----------------------------------|-----------------|
| <p>Health Services: Special Revenue Funds - Increase appropriations for Behavioral Health by \$1,582,012 and Special Revenues by \$167,957 for mental health and substance use disorder services funded by various State and Federal funding sources; increase appropriations of \$7,569,460 to recongize revenue & expenses for Behavioral Health 2011 Realignment. (BOS approved 9/11/12)</p> | 9,319,429 | 9,319,429 | 0 |
| <p>Health Services: Special Revenue Funds - Increase appropriations for Special Revenues by \$6.1M for Intergovernmental Transfer funded by Federal funding passed through the State Department of Care Services. (BOS approved 3/19/13)</p> | 6,140,202 | 6,140,202 | 0 |
| <p>Health Services: Special Revenue Funds - Increase appropriations for operating and program corrections to Adopted Budget. Multiple funding changes for regulatory compliance and program efficiencies for Public Health, including: WIC UCSF Award (\$3,000) for FY 12-13 (BOS approved 9/11/12), and rollover of First 5 MOU for Nurse Family Partnership (\$55,000) (BOS approved 4/20/10), and waiver of State increase in Dairy Fees (\$13K) (BOS approved 10/16/12). First 5 Sonoma County use of fund balance which includes rollover from 11/12 for First 5 MOU for Nurse Family Partnership (\$55,000) (BOS approved: 4/20/10) and increase in Early Learning Insitute contract for Ipads for home visitiations (\$22,000) (BOS approved: 9/11/12).</p> | 148,335 | 71,562 | 76,773 |
| <p>Human Services: Special Revenue Funds -Budget an unanticipated increase in donations for Senior Safety in the amount of \$700 and recognize one-time only money from California Department of Aging, \$74,167 to be added to existing service provider contracts for Senior services and supports.</p> | 74,867 | 74,867 | 0 |

Exhibit "A"

| FY 2012-13 Third Quarter Consolidated Budget Adjustments | Gross Expenditure | Revenue and Reimbursement | Net Cost |
|--|--------------------------|----------------------------------|-----------------|
| Development Services | | | |
| Permit and Resource Management: Special Revenue Fund -Transfer unanticipated road mitigation fee collections (\$188,776) to DPTW-Roads and; appropriate undesignated fund balance in the ARM Plan Russian River Gravel Mitigation Fund in the amount of \$19,540 to develop hydrologic and sediment model to evaluate long term impacts of new terrace pit reclamation concepts in order to enhance fish and wildlife habitat while minimizing bank erosion and flood impacts; and correct coding for a transfer of road mitigation fees. | 208,316 | 208,316 | 0 |
| Transportation & Public Works (TPW)-Roads: Enterprise Fund -Various Operating Transfers to move FY 12-13 One Time Funds, Franchise Fees, and Tribal monies into appropriate indices for various pavement preservation contracts (BOS 6/19/12). General Transfers for pass through of A87 costs, Quarry Mitigation funds collected by PRMD (\$394,000) and \$450,000 authorized by BOS on 12/11/12 for Hwy 12 Improvements. Operating Transfer out of available Maintenance division revenues to Heavy Equipment ISF Fund. | 7,354,534 | 7,354,534 | 0 |
| TPW-Heavy Equipment: Enterprise Funds -Add appropriations from Roads Fund balance for purchase of Hybrid Manlift, Sign Truck and replacement of several other high mileage vehicles in fleet. | 250,000 | 250,000 | 0 |
| TPW-Integrated Waste: Enterprise Funds -Appropriate \$250,000 from Refuse Fund balance for legal services regarding a construction dispute over the County's leachate pipeline construction project (BOS 4/16/13), and budgetary adjustment to move appropriations for the annual deposit of Franchise Fee Revenue to the Annapolis Post-Closure restricted fund (no Net Cost impact). | 250,000 | 0 | 250,000 |
| TPW-Airport: Enterprise Funds -Administrative adjustments between Enterprise, Passenger Facility Charges, Non-Aeronautical operations, and Airfield Improvements to accurately reflect actual expenditures and revenues . | (78,137) | (78,137) | 0 |

Exhibit "A"

| FY 2012-13 Third Quarter Consolidated Budget Adjustments | Gross Expenditure | Revenue and Reimbursement | Net Cost |
|---|--------------------------|----------------------------------|-----------------|
| TPW-Water Districts: Enterprise Funds -Remaining funds in Freestone Debt Service were slightly higher than originally estimated after the State Drinking Water loan was paid in full. Additional appropriations of \$4,500 are needed in order to transfer all remaining funds to Freestone Operations index. | 4,500 | 4,500 | 0 |
| TPW-Transit: Enterprise Funds - Increase appropriations from State/Fed/Local for the purchase of four (4) new paratransit support vehicles. | 88,000 | 88,000 | 0 |
| Water Agency-Water Transmission: Enterprise Funds -Increase appropriations for the Automated Meter Infrastructure Project (\$90,000) needed for concrete bases and other infrastructure to complete the project. | 90,000 | 0 | 90,000 |
| Water Agency -Flood Control: Enterprise Funds -Increase expense appropriations (\$120,000) in Flood Zone 3A for the Low Impact Development Project. | 120,000 | 0 | 120,000 |
| Water Agency-ISF: Enterprise Funds -Increase appropriations in Power Resource Fund for power purchases (\$400,000) and in the Equipment Fund (\$200,000) for district services related to salaries and overhead to maintain and repair vehicles and equipment. | 600,000 | 0 | 600,000 |
| Water Agency-Occidental County Sanitation District: Enterprise Fund - Increase expense appropriation in Construction Fund for the Storage and Reclamation Project (\$80,000) (Board approved 10/19/12) and in Operations Fund for supplies and expenses (\$20,000). | 100,000 | 0 | 100,000 |
| Water Agency-Sanitation-Penngrove: Enterprise Funds -Increase expense appropriation in Operations Fund for District Operations (\$10,000) paid from the SCWA General Fund. | 10,000 | 10,000 | 0 |
| Water Agency-Water Transmission: Enterprise Funds -Increase expense appropriation in the Water Transmission Fund for Cathodic Protection upgrades maintenance project (\$1,699,554) with corresponding decrease in Pipeline Facilities Fund where this was originally budgeted (-\$1,699,554); Loss on Asset related to removing maintenance costs originally budgeted as capital (\$228,773); and City of Rohnert Park agreement for Local Supply & Recycled Water Tier 2 (\$325,000). | 553,773 | 0 | 553,773 |

Exhibit "A"

| FY 2012-13 Third Quarter Consolidated Budget Adjustments | Gross Expenditure | Revenue and Reimbursement | Net Cost |
|---|--------------------------|----------------------------------|-----------------|
| <p>Regional Parks: General Fund-Increase revenues for day use and camping (\$137,246) to fund additional extra help hours to staff parks during strong spring season, and 1st Quarter reimbursement from General Services for costs associated with the delayed transfer of the Veterans Buildings (\$122,613). Increase revenues and expenditures for construction management at Montini Open Space Preserve (\$39,296) (BOS 9/11/12). Increase revenues and expenditures for stronger than anticipated annual Membership sales (\$71,537).</p> | 370,692 | 370,692 | 0 |
| <p>Regional Parks: Enterprise Fund Mason's Marina-Increase fuel revenue and expense (\$56,000), and add appropriations to properly account for asset depreciation (\$158,944) as requested by ACTTC.</p> | 214,944 | 56,000 | 158,944 |
| <p>Regional Parks: Park Mitigation Area 2: Enterprise Fund-Transfer to correct prior year misapplication of revenue in Healdsburg Memorial Beach capital project fund.</p> | 5,773 | 0 | 5,773 |
| <p>Regional Parks: CSA #41: Enterprise Fund-Increase appropriations for planner costs (\$1,000), and disabled access improvements in Larson Park (\$28,720) funded in the ADA Transition Plan budget.</p> | 29,720 | 28,720 | 1,000 |
| Other County Services | | | |
| <p>Ag Commissioner: General Fund Adjustments to revenues and expenditures associated with state and federal programs, primarily European Grapevine moth (\$249,000), VESCO fees (\$62,000) and Weights and Measures fees (\$71,000), various minor adjustments required to meet the increased workload demands associated with these programs (\$39,000). Increase support necessary to complete on-going ISD projects (\$85,000).</p> | 506,552 | 506,552 | 0 |
| <p>Library: Enterprise Fund -Increase donations (\$82,500), decrease interest (\$4,975), increase building improvements/Petaluma (\$10,000), adjust various expenses (\$31,900)</p> | 41,900 | 77,525 | (35,625) |

| FY 2012-13 Third Quarter Consolidated Budget Adjustments | Gross Expenditure | Revenue and Reimbursement | Net Cost |
|--|--------------------------|----------------------------------|-----------------|
| Capital Projects | | | |
| CP/General Service: Special Revenue Funds | | | |
| | 67,925 | 0 | 67,925 |
| Transfer appropriations/available fund balance to Facility Planning for preliminary project scoping from the following Projects: | | | |
| Restricted County Facilities Improvements | 3,072 | 0 | 3,072 |
| | (6,858) | 0 | (6,858) |
| Architec/Fac Ops Space Reorg: Recognize OT to Facility Planning. | | | |
| ACTTC Remodel | 34 | 0 | 34 |
| VMCH Phase 3 | (24,407) | 0 | (24,407) |
| Animal Shelter Expansion | (18,648) | 0 | (18,648) |
| Sonoma Valley Sheriff Substation | (17,600) | 0 | (17,600) |
| Mobile Data Terminals | (412) | 0 | (412) |
| Water Hazards in Electrical Rooms | (58,618) | (58,618) | 0 |
| Various other capital projects. | 129,869 | 129,869 | 0 |
| JJC | 220 | 0 | 220 |
| Criminal Justice Expansion: Rebudget revenue in FY 12-13 from the Criminal Justice Construction Fund. | 0 | 150,000 | (150,000) |
| | (89,827) | (89,827) | 0 |
| 370 Admin Drive Tenant Improvements: Transfer appropriation and related funding source to La Plaza Reconfiguration project. | | | |
| Emergency Services Warehouse: Transfer appropriation and related funding source to La Plaza Reconfiguration project. | (12,466) | (12,466) | 0 |
| | 1,200,000 | 1,200,000 | 0 |
| REDCOM Expansion-Sheriff Main: Appropriate Tobacco funds for REDCOM Expansion project in the Sheriff Main building. | | | |
| La Plaza A & B Space Reconfiguration: Appropriations and funding source transfers from other capital projects. | 102,293 | 102,293 | 0 |
| 2009 ADA SETP Improvements: Transfer appropriations to Regional Parks to fund ADA capital projects. | (222,000) | (222,000) | 0 |

Exhibit "A"

| FY 2012-13 Third Quarter Consolidated Budget Adjustments | Gross Expenditure | Revenue and Reimbursement | Net Cost |
|---|--------------------------|----------------------------------|------------------|
| CP Regional Parks: Special Revenue Funds | | | |
| Healdsburg Ridge-Open Space District funding for trail development management | 19,879 | 19,879 | 0 |
| Guerneville River Park - Open Space District matching grant for access and acquisition costs | 368,000 | 368,000 | 0 |
| Taylor Mountain-Open Space District funding to complete work from management plan related to access and safety | 13,126 | 13,126 | 0 |
| Westside Boat Launch-ADA funding for improvements to restroom, parking, boat ramp, etc. | 40,000 | 40,000 | 0 |
| Doran ADA - ADA funding for improvements to restroom, parking, path of travel, etc. | 113,280 | 113,280 | 0 |
| Hudeman Slough -ADA funding for design and engineering work related to grant funding for access improvements | 40,000 | 40,000 | 0 |
| | 50,000 | 50,000 | 0 |
| West Sonoma County Gateway - Increase funding from Bechtel Grant | 0 | 5,773 | (5,773) |
| Healdsburg Vets Memorial Beach Dam - Increase funding from Park Mitigation Fund Area 2 correcting misapplication of revenue | | | |
| Sub-Total Adjustments Reflecting Prior Board Direction | 39,368,042 | 37,043,646 | 2,324,396 |
| Total Requested Adjustments | 43,566,638 | 38,563,113 | 5,003,525 |
| Total General Fund Adjustments | 11,507,186 | 5,663,653 | 5,843,533 |
| Total Special Revenue Fund/Enterprise Funds Adjustments | 32,059,452 | 32,899,460 | (840,008) |



County of Sonoma
State of California

Date: April 23, 2013

Item Number: _____

Resolution Number: _____

4/5 Vote Required

Concurrent Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, The Board Of Directors Of The Sonoma County Water Agency, The Board of Directors of the Occidental County Sanitation District, And The Board Of Directors Of The Agricultural Preservation and Open Space District, Adjusting The Adopted FY 12-13 Budget.

Whereas, the Board has approved departmental allocation lists for all departments and agencies for the Fiscal Year 2012-2013 with the adoption of the Fiscal Year 2012-2013, and

Whereas, the Board may adjust these allocation lists as the board determines appropriate for continuing operations in the fiscal year, and

Whereas, the Board has reviewed the third quarter consolidated budget adjustments and wishes to make adjustments to position allocations associated with those adjustment.

Now, Therefore, Be It Resolved that the departmental allocation lists be amended as noted in Exhibit "B" attached as a part of this resolution.

Supervisors:

Gorin:

Zane:

McGuire:

Carrillo:

Rabbitt:

Ayes:

Noes:

Absent:

Abstain:

So Ordered.

Exhibit B -Position Allocation Change Request

| FY 12/13 3rd | Job Class | Job Title | Existing Allocation (FTE) | Change in Allocation (FTE) | New Total Allocation | Effective Date | Salary Range |
|---------------------------------------|----------------------|----------------------------------|--|---|---------------------------------|---------------------------|-------------------------|
| County Administrator's Office | | | | | | | |
| 002014 | 0823 | ADMINISTRATIVE AIDE CONFIDENTIAL | 1.00 | 1.00 | 2.00 | 05/01/13 | 23.33 |
| 002014 | 0838 | ADMINISTRATIVE ANALYST III | 4.80 | 1.00 | 5.80 | 05/01/13 | 40.10 |
| Department of Health Services | | | | | | | |
| 161101 | 0402 | ACCOUNT CLERK II | 4.00 | -1.00 | 3.00 | 04/23/13 | 18.26 |
| 161101 | 0403 | ACCOUNT CLERK III | 3.50 | 1.00 | 4.50 | 04/23/13 | 20.13 |
| 164350 | 0880 | PROG PLANNING & EVAL ANALYST | 0.00 | 1.00 | 1.00 | 04/23/13 | 30.59 |
| 164350 | 4306 | SUP. ANIMAL CONTROL OFFICER | 2.00 | 1.00 | 3.00 | 04/23/13 | 24.46 |
| 165506 | 2471 | MARRIAGE FAMILY THERAPIST | 13.75 | 2.00 | 15.75 | 04/23/13 | 30.30 |
| District Attorney's Office | | | | | | | |
| 042804 | 0810 | ADMINISTRATIVE AIDE | 0.00 | 1.00 | 1.00 | 04/23/13 | 23.33 |
| 042804 | 3085 | DEPARTMENT PROGRAM MANAGER | 0.00 | 1.00 | 1.00 | 04/23/13 | 32.20 |
| Probation Department | | | | | | | |
| 043125 | 0826 | DEPARTMENT ANALYST | 2.00 | -1.00 | 1.00 | 04/23/13 | 29.52 |
| 043125 | 3085 | DEPARTMENT PROGRAM MANAGER | 0.00 | 1.00 | 1.00 | 04/23/13 | 32.20 |
| Sonoma Co. Ag. Pres. & OSD | | | | | | | |
| 697029 | 0404 | ACCOUNTING TECHNICIAN | 0.75 | 0.25 | 1.00 | 04/23/13 | 21.32 |
| Water Agency | | | | | | | |
| 672105 | 1007 | ENGINEERING TECHNICIAN III | 12.00 | -1.00 | 11.00 | 04/23/13 | 27.68 |
| 672105 | 1008 | ENGINEERING TECHNICIAN IV | 0.00 | 1.00 | 1.00 | 04/23/13 | 33.23 |
| 672105 | 0985 | TECHNICAL WRITING SPECIALIST | 5.75 | 2.00 | 7.75 | 04/23/13 | 30.50 |
| | | | 49.55 | 10.25 | 59.80 | | |