<table>
<thead>
<tr>
<th><strong>Recommended Actions:</strong></th>
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<td>Accept staff report on continuing efforts related to oral health, and authorize various activities relating to promoting and advancing oral health in Sonoma County, including: an agreement with Community Action Partnership to lead community-based oral health activities ($90,000, January 1, 2013 through December 31, 2014); an agreement with The Lew Edwards Group to develop a public education campaign related to oral health efforts ($70,000, March 1, 2013 through December 31, 2013). Direct staff to continue efforts to analyze the potential of fluoridation in Sonoma County including: convening an advisory committee to provide guidance on the fluoridation assessments, planning and implementation process, and enter into an agreement with California State University, Sacramento to facilitate the advisory committee and discussion with water retailers and community stakeholders ($54,936, March 1, 2013 to June 30, 2015); and an agreement with MWH Americas, Inc. to develop a Preliminary Engineering Design Report for fluoridation of Sonoma County Water Agency’s drinking water supply ($102,970, March 1, 2013 to September 30, 2013).</td>
<td></td>
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**Executive Summary:**

**Introduction:**

In January 2010 the Department of Health Services (Department) provided the Board with an update on the status of oral health in Sonoma County and requested authorization to enter into a contract with the California Dental Association Foundation (CDAF) to conduct an initial assessment of Sonoma County’s water distribution system and issues related to fluoridation. In February 2012 the Department provided the Board with an updated status report on oral health and outlined a series of next steps the Department would take on the pathway to improve oral health, including continued work on the fluoridation assessment report.

The purpose of today’s report to the board is to update the Board on progress related to oral health. The Department has prepared a draft report which provides an overview of oral health in Sonoma County, a description of the five key approaches to promoting oral health and the role of fluoridation as
one of these approaches, a discussion of the safety and efficacy of fluoridation, a description of regional approaches, a summary of legal and legislative issues, an overview of potential concerns and support, and information regarding the estimated costs of water supply fluoridation. In addition, the Department requests authorization to enter into contracts to promote and advance oral health in Sonoma County and to continue the Department’s efforts to analyze the potential oral health benefits of fluoridation in Sonoma County.

As the Department continues its efforts to improve oral health, it will continue to seek input from the public and work closely with the Sonoma County Water Agency, stakeholders, partners, water district representatives and other interested parties.

The Department will return to your Board with a final report including detailed design, cost analysis, implementation and financing proposal if appropriate by March 2014.

**Status of Oral Health in Sonoma County:**

Dental disease continues to be a major source of preventable suffering and expenditures for Sonoma County residents of all ages, particularly for the County’s low income residents and members of communities of color. Access to dental services for these residents, while improving, remains precarious. The State’s elimination of Medi-Cal funding for dental care for adults in 2009 has further exacerbated this situation. Even for the middle class, care for caries, root canals, extractions, and infections represent a frequent and significant burden of preventable suffering, loss of productivity, and family expenditures. While the focus is usually on children, poor dental health is also a severe problem in pregnancy and for the elderly. While no Sonoma County dental data for the elderly are available, one third of low-income elderly in the United States have no teeth remaining. Among adults, aged 45 to 64, only 29 percent had a full set of permanent teeth (excluding third molars). Racial disparities are significant, with 35 percent of non-Hispanic white adults having all of their natural teeth, while only 19 percent of Hispanic adults and 11 percent of non-Hispanic black adults have all their natural teeth.

In 2010, approximately 13 percent of Sonoma County families were living under the federal poverty level ($10,830 for an individual, $22,050 for a family of four). Over 40 percent of Sonoma County school children are eligible for free or reduced price meals, with school districts in Santa Rosa, Petaluma, Sonoma, and Monte Rio having the greatest number of participants. A majority of the County’s children in low income families live in neighborhoods clustered along the Highway 101 corridor and in the Sonoma Valley, areas largely served by the Sonoma County Water Agency.

The *Sonoma County Smile Survey* of June 2009, an oral health assessment of a sample population of kindergarten and third grade children, revealed that of those surveyed almost half of the kindergarteners and about 6 out of 10 third graders had experienced tooth decay; over 16 percent of them had *untreated* decay; thousands of kindergarteners and third graders had serious problems from dental disease - abscesses, inflammation and pain; and more than four out of five children do not receive dental sealants, a well accepted clinical intervention to prevent tooth decay on molar teeth. While rates of decay even for white children were significant, low income and Latino children had twice the rate of dental decay of white or higher income children.

**Community Action Partnership:**

As part of the continuing efforts to educate the public on oral health, early interventions and prevention as well as to increase collaboration between oral health providers, the Department requests the Board authorize the Director of Health Services to execute an agreement with Community Action Partnership
(CAP). Under this contract CAP will provide, coordinate, and lead community-based oral health activities for the period January 1, 2013 through December 31, 2014 in an amount not to exceed $90,000. The work to be performed by CAP is consistent with recommended national best practices for promotion of oral health and the Department’s broader oral health initiatives. The scope of work requires CAP to facilitate community outreach and receive input in collaboration with Sonoma County Oral Health Access Coalition (SCOHAC). This relationship places CAP in a position to leverage existing and unique community partnerships to improve oral health in Sonoma County. A single-source request was submitted for this agreement and approved by the Sonoma County Purchasing Agent.

The mission of SCOHAC is to collaborate in the promotion of oral health through advocacy, prevention, education, and improved access to care for all people in our community. With this contract arrangement, SCOHAC will also work to expand access to dental preventive services such as sealants and varnishes and will augment County efforts in providing education to the public regarding dental health. SCOHAC will also carry out an updated Sonoma County Smile Survey to assess progress in oral health for the County’s children from 2009 to 2013.

Funding for the contract is included in the Department’s budget and no additional funding appropriation is requested.

Public Education/Communications Campaign Contract:

To further advance efforts related to public education of oral health and gauge public awareness and opinion, the Department requests the Board authorize the Director of Health Services to execute an agreement with The Lew Edwards Group to develop a public education and communications campaign on key steps to prevent tooth decay and promote oral health in Sonoma County for the period March 1, 2013 through December 31, 2013 in an amount not to exceed $70,000. The contract scope of work requires The Lew Edwards Group to provide opinion research, message development services, social media and marketing and other communication work to the County of Sonoma to support Department of Health Services efforts to promote prevention in oral health.

The Lew Edwards Group was selected to carry out this work based on the results of a competitive proposal process. An RFP was released on December 10, 2012. The RFP was issued to a vendor list and published on the Department’s website. The Lew Edwards Group submitted the sole response to the RFP. An evaluation committee that included the Sonoma County Health Officer, two Department staff representatives, and a community representative reviewed the response and determined that The Lew Edwards Group possesses the necessary capabilities to perform the work. The primary factors in the selection of The Lew Edwards Group were demonstrated successful prior work and experience with similar projects with other government bodies and elected officials, including the City of Healdsburg, Sonoma County Regional Parks, Palm Drive Health Care District, and other North Bay counties and cities.

Funding for the contract is included in the Department’s budget and no additional funding appropriation is requested.

Fluoridation - One of the Five Basic Pillars of Dental Health:

There are five basic pillars on which to improve dental health. The first and most wide reaching is fluoridation. The second is provision of dental sealants in school aged children. The third is the use of varnishes in childhood. The fourth is expansion of access to dental care. The fifth is education on appropriate personal dental habits of brushing, flossing, and a healthy diet. The United States Task Force on Preventive Services Community Guide recommends that communities implement both water
fluoridation and school based sealant programs. While fluoridation is the single most cost-effective and equitable approach to improving dental health, it should always be part of a broad approach including access to care, improved diet, education and other preventive interventions. It is the strategy capable of reaching the largest number of residents of all walks of life, contributing to the prevention of suffering, and reducing health disparities. The Department is working with the Sonoma County Oral Health Task Force and SCOHAC to advance all of the pillars. Sealants, while very effective, protect only certain molar teeth and only for a period of years. Whereas water fluoridation helps protects all teeth, at all ages, every day. So they are complementary, not alternative practices.

**Fluoridation Policy:**

Creating local policy in favor of fluoridation is complex. Developments in California beginning with AB 733 (the Fluoridation Act of 1996) have helped to move fluoridation forward, particularly in the metropolitan areas of Southern California. The Act requires that water retailers with over 10,000 connections fluoridate their water supplies, providing that funding is made available. In Sonoma County the requirement applies to Santa Rosa and Petaluma at this time. In Northern California, water supplies for all major cities except San Jose are fluoridated, and fluoridation in Santa Clara County was approved in December 2012. This includes Sacramento, San Francisco, most of Contra Costa and Alameda counties, and southern Marin County. All the Peninsula communities that are served by the San Francisco Public Utilities Commission system are also receiving fluoridated water. In Sonoma County, only the City of Healdsburg and the adjacent Fitch Mountain area receive fluoridated water. In the last five years, the percentage of California residents who receive fluoridated water has risen from 27 to 58 percent.

Although the California Fluoridation Act of 1996 applies to retail water systems, recent approaches to fluoridation have begun with an investigation of regional water delivery systems, which often involve a wholesale system. Most urban populations in the state are supplied by a wholesale water delivery system. Achieving optimally fluoridated water in the most cost-effective way possible is essential. Engaging wholesale suppliers often results in cost containment in the installation of fluoridation systems. In the process of preparing the assessment report, it became clear that this is the case in Sonoma County, where fluoridation of the major population centers could best be achieved by beginning with fluoridation by the wholesale supplier, Sonoma County Water Agency (Water Agency). For the cities of Santa Rosa, Petaluma, Rohnert Park, Cotati, and Sonoma, and Valley of the Moon Water District, the Water Agency provided an average of 84 percent of the water supply over a four year period. Windsor receives a lesser percent of its water from the Water Agency. Using this approach, approximately 300,000 County residents could benefit, with roughly 250,000 receiving near optimally fluoridated water. In contrast, fluoridation by each water retailer at their turnouts and their local wells would be far more expensive and less efficient.

The service area of the Water Agency includes communities served primarily by eight water retailers. Each water retailer purchases water from the Water Agency and also owns and operates a “supplemental” water supply. Certain supplemental supplies managed by local retailers may ultimately require installation of fluoridation equipment if these retailers are to deliver optimally fluoridated water to their customers. A preliminary engineering plan for the design and cost of fluoridating water supplied by the Water Agency is the next step toward the development of a fluoridation implementation plan for the County.

A number of smaller water retailers serve other parts of the County, especially the northern and
western areas. None of these retailers surpass the 10,000 connections required to be subject to the California Fluoridation Act. However, assessment of the reach and cost of fluoridation of Sonoma County water systems not served by Water Agency needs to be carried out and should be addressed in the near future.

**Sonoma County Fluoridation Assessment Draft:**

In 2010, the Department of Health Services (Department) contracted with the California Dental Association Foundation (CDAF) to conduct a fluoridation assessment for Sonoma County to identify the infrastructure, naturally occurring fluoride levels in the water supply, and an approximate initial capital construction and operating estimate for fluoridation. The United States Department of Health and Human Services and the California Department of Public Health are currently working to finalize new recommendations for a lower level of fluoride to be used in water fluoridation. As a result, the Department requested that CDAF recalculate its rough cost estimates, which have been included in the attached report. The new recommendation lowers required fluoride levels to take into account that the population now receives fluoride from additional sources such as toothpaste.

In February 2012, the Department provided the Board with an oral health update, including a timeline to provide the Board with a Sonoma County Fluoridation Assessment Report by January 2013. At that time the Board directed the Department to collaborate with the Water Agency to identify next steps, timeline, and necessary resources to develop a plan for fluoridation. The Department worked with the Water Agency, cities, stakeholders, partners, and representatives from local water districts to gather the information. In preparing this work, it became clear that several steps are needed. The draft Assessment, developed by the Sonoma County Health Officer, with support from the California Dental Association Foundation, is the first stage of this process. It includes an analysis of data, development of a proposed process, alignment of recommendations to current national standards, documentation of the health impacts of fluoridation, and projected oral health improvement outcomes while promoting community understanding. It concludes that fluoridation of the Sonoma County Water Agency water supply is the logical, highest impact, and most cost-effective first step to protect the oral health of County residents. How best to address the oral health of areas not served by the Water Agency should be the object of future study.

Before any final decision can be made on implementation of fluoridation, additional steps of obtaining a more accurate engineering cost assessment, building understanding and community input, and developing a financing proposal are needed. Today’s action at your Board simply reports on the steps taken to date, presents the draft report, and recommends and authorizes the next steps in the planning process.

The first of these steps is that the Department of Health Services Director will convene a Fluoridation Advisory Committee (Committee) to provide technical guidance throughout the fluoridation assessment process. Members of the Committee will be appointed by the County Health Officer and will include representatives from the dental and medical communities, hospital and health maintenance organizations, community clinics, community organizations, local water retailers, the Water Agency, the Department of Health Services, local service agencies whose target population includes children from low-income families, seniors and racially diverse communities, and consumer advocates. Approximately 10 to 15 members will be selected for their demonstrated leadership and expertise, to serve an initial one year term. Committee membership will be configured to balance the interests of the community’s diverse stakeholder groups and to reflect the County’s geographic and ethnic diversity. The Committee
will provide advice on oral health fluoridation issues, gather relevant data, facilitate broad community
input, review information on engineering proposals, and develop recommendations for consideration by
the Department. Committee meetings will be open to the public.

A facilitator will be utilized to support the Committee meetings as well as the community engagement
process with community organizations and with local water retailers.

Facilitation Contract:

The Department requests the Board authorize the Director of Health Services to execute an agreement
with California State University, Sacramento (CSUS) to facilitate the Fluoridation Advisory Committee for
the period March 1, 2013 to June 30, 2015 in an amount not to exceed $54,936. The contract scope of
work requires CSUS to facilitate four meetings of the Advisory Committee, and meetings with
community organizations and water retailers, including agenda design, facilitation, and follow-up. In
addition, CSUS will facilitate up to twelve stakeholder meetings.

CSUS was selected to carry out this work based on the results of a competitive proposal process. A
Request for Proposals (RFP) was released on December 4, 2012. The RFP was issued to a vendor list
including three organizations, and published on the Department’s website. CSUS submitted the sole
response to the RFP. An evaluation committee that included the Sonoma County Health Officer, a
representative from the Sonoma County Water Agency, and two community representatives reviewed
the response and determined that CSUS possesses the necessary capabilities to perform the work. The
primary factors in CSUS’s selection were their demonstrated successful prior work and experience with
similar projects.

Funding for the contract is included in the Department’s budget and no additional funding appropriation
is requested.

Preliminary Engineering Design Report and Cost Estimate:

The Department requests the Board authorize the Director of Health Services to execute an agreement
with MWH Americas, Inc. (MWH) to prepare a preliminary engineering design report for the period
March 1, 2013 to September 30, 2013 in an amount not to exceed $102,970 with Sonoma County Water
Agency staff providing technical assistance and oversight of the agreement. The contract scope of work
requires MWH to prepare an engineering design report which will include presentation of the
fluoridation system approach and alternatives, regulatory and permit requirements, fluoridation system
selection recommendations, design criteria, facility improvement requirements, and cost estimates.

MWH was selected to carry out this work based on the results of a competitive proposal process. An RFP
was released on December 10, 2012. The RFP was issued to a vendor list of 12 vendors, and published
on the Department’s website. Two vendors submitted responses to the RFP. An evaluation committee
that included the Sonoma County Health Officer, two representatives from the Sonoma County Water
Agency, and a Department staff representative reviewed the responses and determined that MWH was
the most capable and possesses the necessary capabilities to perform the work. The primary factors in
MWH’s selection were their demonstrated successful prior work and experience with similar
projects. Funding for the contract is included in the Department’s budget and no additional funding
appropriation is requested. The contractor will evaluate the Water Agency’s systems and propose the
optimal locations and characteristics for fluoridation facilities and processes, provide an analysis of
alternatives and recommendations, and provide a cost estimate with a specified range of accuracy.
Health Services Outreach Efforts Related to Fluoridation to Date:

The Department greatly values the input of stakeholders and members of the community on the fluoridation of Sonoma County’s drinking water. Community input has been, and will continue to be, an important component of the Department’s assessment. To date, the Department has received public input from a variety of sources including:

Dialogue Groups - On January 31, 2013 the Department conducted three meetings with identified stakeholder groups. The meetings solicited input from the environmental, health care provider, and business communities. Representatives included Community Action Partnership, Hispanic Chamber of Commerce, Kaiser Permanente, Sutter Medical Center, Latino Service Providers, North Bay Independent, Northern California River Watch, Petaluma Health Center, Russian River Watershed Protection Committee, Santa Rosa Community Health Centers, Sierra Club, Sebastopol Water Information Group, Sonoma County Conservation Action, Sonoma County Indian Health Project, Sonoma County Water Agency, Sonoma County Water Coalition, University of California San Francisco, Valley of the Moon Alliance, Weston A Price Foundation (7 individuals), Dawna Gallagher, Carol Goodwin (Community Voice), James Bennett (North Bay Independent), community dentists including Anthony Fernandez, Jim Simmonds, Gregory Mlynarczyk, and Susan Cooper participated, as did an outside expert on dental health, Professor Howard Pollick of UCSF.

Department’s Fluoridation Website - The Department has established a water fluoridation website located at http://www.sonoma-county.org/health/topics/fluoridation.asp. For the period June 2012 through January 2013 the website has received over 436 visits.

Other Activities - From June 2012 through January 2013 Department staff interfaced with community stakeholders on 32 occasions, either in person or by phone.

Communications - The Department has been tracking communications received from the public related to the fluoridation issue. In total, the Department has received communications from 318 individuals with 57 (18%) expressing an opinion against fluoridation and 261 (82%) expressing an opinion in favor of fluoridation.

Resolutions or letters in support of fluoridation were received from the Sonoma County Medical Association, Sonoma County Oral Health Task Force, and the Sonoma County Maternal and Child Health Advisory Board. These expert bodies and organizations indicated the severe burden of oral health problems, the effectiveness of fluoridation, and the positive impact on health disparities as reasons to support fluoridation. Organizations whose representatives participated in the resolutions of support for fluoridation from the Oral Health Task Force and the Maternal and Child Health Advisory Board included Community Action Partnership, North Bay Leadership, two First 5 Commissioners, Pediatric Dental Initiative, Redwood Community Health Coalition, Santa Rosa Community Health Centers, Santa Rosa Junior College, Sutter Medical Center of Santa Rosa, California Parenting Institute, St. Josephs Health and St. Joseph’s Dental Clinics, Kaiser Permanente Santa Rosa, Redwood Empire Dental Society, Russian River Health Center, Sonoma State University Department of Nursing, Sonoma County Office of Education, Southwest Community Health Center, Petaluma Health Center, The Living Room, West County Health Centers, Center for Applied Research Solutions, Cuclis PR, Senator Noreen Evans’ Office, as well as individual dentists and hygienists and representatives of the business community. Representatives of Sutter Medical Center, St. Joseph Health, Santa Rosa Community Health Centers, and Community Action Partnership have also provided separate letters in support to date.
Of the 57 individuals who expressed an opinion against fluoridation, 81 percent indicated that they were concerned about possible toxicity, 65 percent indicated lack of efficacy as a reason, 60 percent indicated compulsory medication as a reason, and 14 percent indicated cost as a reason to oppose fluoridation. In most cases individuals expressing an opinion against fluoridation indicated multiple reasons. All individuals in support of fluoridation cited its efficacy as the basis of their opinion, with some indicating the low cost as a benefit. The Westin A Price Foundation has manifested its opposition.

In addition, an electronic (online) petition has been submitted to the Board of Supervisors. As of February 7, 2013, the petition states that it has 219 signatures. However, no names or addresses of the signers were provided.

Prior Board Actions:


Strategic Plan Alignment

Goal 1: Safe, Healthy, and Caring Community

This action supports overall health, including the healthy development of children, by reducing the burden of dental disease at all ages, one of the most preventable conditions causing suffering in the nation. Oral Health Education, dental sealants, fluoride varnishes and water fluoridation aim to prevent tooth decay (dental caries), one of the most prevalent chronic diseases worldwide. Tooth decay can cause pain and impair eating, speaking, facial appearance, and acceptance into society. These activities will have the greatest affect on improving the quality of life of children, particularly those of low socioeconomic status, and will reduce the striking health disparities in this area.

Fiscal Summary - FY 12-13

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Narrative Explanation of Fiscal Impacts (If Required):

Total amount for contracts is $317,906; FY 12-13 - $186,670, FY 13-14 - $111,300, and FY 14-15 - $19,936. Of the total contract amount of $317,906, the FY 12-13 budget includes Intergovernmental Transfer funding of $186,670 as provided for in the Memorandum of Understanding between Partnership HealthPlan of California and the Department of Health Services dated June 2012 and included in the Department’s FY 12-13 first quarter consolidated budget request. The remaining $131,236 will be included in future fiscal year budget requests.
### Staffing Impacts

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

**Attachments:**
Sonoma County Fluoridation Assessment Draft, agreement with Community Action Partnership, agreement with California State University, Sacramento, agreement with The Lew Edwards Group, and agreement with MWH Americas, Inc.

**Related Items “On File” with the Clerk of the Board:**
None
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Sonoma County
Fluoridation Assessment
Draft Report

Prepared by:
Lynn Silver Chalfin, MD, MPH, FAAP
Sonoma County Health Officer

February 26, 2013

Rita Scardaci
Director of Health Services
Acknowledgement: This report was prepared with the assistance of the California Dental Foundation (CDAF), Ms. Marjorie Stocks and Engineer Lyle Hoag, with technical input from Sonoma County Water Agency and from surveys on water retailer systems. All cost estimates and system descriptions were prepared by CDAF. Percent of water supplied locally was from the Sonoma County Water Agency (SCWA). The summary of benefits and costs is primarily from the Centers for Disease Control and Prevention. The final report is the responsibility of the Sonoma County Department of Health Services.
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Executive Summary

Dental health problems continue to be a major source of preventable suffering and expenditures for Sonoma County residents of all ages. An epidemic of dental disease is compromising the health and quality of life of Sonoma County’s children. Almost half of our kindergarteners and about 6 out of every 10 of our third graders have experienced tooth decay, and over 16 percent of them have untreated decay. Poor and Latino children have over twice the rate of dental disease of wealthier or white children. The elderly are also particularly severely affected by the discomfort, dangers and cost of dental disease. Left untreated, tooth decay often has serious consequences, including needless pain and suffering, difficulty speaking and chewing and lost days in school. For adults, this situation has been exacerbated by the discontinuation of Medical dental services in 2009.

Fluoridation is the single most cost-effective and equitable approach to improving dental health. Nevertheless fluoridation is only one of several tools needed to optimize oral health. These pillars of oral health also include education on good oral hygiene and dietary practices, provision of varnishes and sealants, access to dental care. Strengthening of each of these pillars is being pursued in concert in Sonoma County. Former Surgeon General Richard H. Carmona, MD said of water fluoridation that it “is a powerful strategy in our efforts to eliminate differences in health among people and is consistent with my emphasis on the importance of prevention.” ¹ After sixty years, water fluoridation remains the primary method of preventing dental caries in public health dentistry. In northern California, all the major cities except San Jose are fluoridated, and fluoridation in Santa Clara County in now beginning. That includes Sacramento, San Francisco, most of Contra Costa and Alameda counties, and southern Marin County. All the Peninsula communities that are served by the San Francisco Public Utilities Commission system are also fluoridated. In Sonoma County, only Healdsburg and the adjacent Fitch Mountain area, and the Coast Guard facility in Petaluma, receive fluoridated water.²

Creating local policy in favor of fluoridation is complex, and the progress in the communities named above has taken place over several decades. However, developments in California, beginning with AB 733 (the Fluoridation Act of 1996), have helped to move fluoridation forward, particularly in the

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metropolitan areas of southern California. In the last five years, the percentage of Californians who receive fluoridated water has risen from 27 to 58 percent.³

Although the Fluoridation Act of 1996 applies to retail water systems with over 10,000 connections, requiring them to fluoridate if funding is available, recent approaches to fluoridation have begun with an investigation of regional water delivery systems, which often involve a wholesale system. Most urban populations in the state are supplied by a wholesale water delivery system. Given the current economic climate, achieving optimally fluoridated water in the most cost-effective way possible is essential. Engaging wholesale systems often results in cost containment in the installation of fluoridation equipment. That would be the case in Sonoma County, where fluoridation of the major population centers would best be achieved by beginning with the fluoridation of the wholesale supplier, Sonoma County Water Agency (henceforth referred to as the Water Agency). For the cities of Santa Rosa, Petaluma, Rohnert Park, Cotati and Sonoma and the Valley of the Moon water district, the SCWA provided an average of 84 percent of the water supply over 4 years. Windsor receives a lesser percent of its water from SCWA.

The service area of the Water Agency includes communities served primarily by eight major retail systems, commonly called the Water Retailers. In addition to the Water Agency water that they purchase, each of the major Water Retailers owns and operates a retail water supply, herein referred to as “supplemental.” Certain supplemental supplies of the retail systems may ultimately require installation of fluoridation equipment if they are to deliver optimally fluoridated water to their customers, if they are regularly used and supply significant volumes of water. In addition to the funding required for the Water Agency, financial challenges in the fluoridation of the supplemental supplies of these retail systems will need to be addressed over time. Financial planning for fluoridation should seek to minimize the impact on ratepayers.

**Oral Health in Sonoma County**

Oral health continues to be a major public health challenge in Sonoma County. This is particularly the case for the County’s poor and minority residents. Access to dental services for children, while improving, remains precarious. Since State MediCal coverage of dental services was ended July 2009 as a result of the budget crisis, access for low-income adults has been an even more serious challenge for the safety net. Even

³ The 27% figure is from the U.S. Centers for Disease Control and Prevention, 2006 Water Fluoridation Statistics, retrieved on August 2, 2010, from http://www.cdc.gov/fluoridation/statistics/2006stats.htm/. The 58% figure is from an e-mail communication on August 3, 2010 from Rosanna Jackson, Chief of the Oral Health Unit of the California Department of Public Health.
for the middle class, care for caries, root canals, extractions and infections represent a frequent and significant burden of preventable suffering, lost productivity, and family expenditures. While the focus is usually on children, in reality poor dental health is also a particularly severe problem in pregnancy, and for the elderly. One third of poor elderly in the United States have no teeth remaining. Amongst middle aged adults, aged 45 - 64, nationally only 29 percent had a full set of permanent teeth (excluding third molars); this includes 19 percent of Hispanic adults and 11 percent of non-Hispanic black adults compared with nearly 35 percent of non-Hispanic white adults.4

Almost 25 percent of Sonoma County residents are under the age of 18.5 In 2010, 13 percent of county families were living under the Federal poverty level. Over 40 percent of the County’s school children are eligible for the free or reduced price meal program, with school districts in Santa Rosa, Petaluma, Sonoma, and Monte Rio having the greatest number of participants. According to a recent Community Health Needs Assessment, many of the County’s poorest children live in a small number of low-income neighborhoods clustered along the Highway 101 corridor and in the Sonoma Valley, largely served by the Sonoma County Water Agency.

The Sonoma County Smile Survey of June 2009, an oral health assessment of a sample population of kindergarten and third-grade children, revealed that:

An epidemic of dental disease is compromising the health and quality of life of Sonoma County’s children. Almost half of our kindergarteners and about 6 out of every 10 of our third graders have experienced tooth decay, and over 16 percent of them have untreated decay. Left untreated, tooth decay often has serious consequences, including needless pain and suffering, difficulty speaking and chewing and lost days in school.

Hundreds of Sonoma County kindergarteners and third graders in the study had serious problems from dental disease - abscesses, inflammation, and pain. All of these can lead to reduced school performance, lack of concentration, and absenteeism. Extrapolated to all school children in Sonoma County, thousands of school children are suffering from advanced dental disease. The problem is so severe that every day there are children in the County requiring treatment under general anesthesia, with its attendant risks, to manage dental disease.

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Fewer than one in five children in Sonoma County have received dental sealants, a well accepted clinical intervention to prevent tooth decay on molar teeth.

Poor children and children of color are much more likely to have tooth decay and suffer the consequences of untreated disease. While even one third of white or high income children exhibit decay, two thirds of Latino or low-income children have decay. One of every five Latino children, and one in ten white children, needed early or urgent dental treatment.

Both of these studies recommended community water fluoridation as a primary means of preventing tooth decay and improving oral health.

![Figure 1. Oral Health of Kindergarten and Third Grade Sonoma County Children by Percent](image)

Table 1. Oral Health of Kindergarten & 3rd Grade Children by Race/Ethnicity
(Source: Sonoma County Smiles Survey, 2009)

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<th>Variable</th>
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<tbody>
<tr>
<td>Number Screened</td>
<td>475</td>
<td>828</td>
</tr>
<tr>
<td>% With Decay</td>
<td>32</td>
<td>65</td>
</tr>
<tr>
<td>% with Untreated Decay</td>
<td>11</td>
<td>20</td>
</tr>
<tr>
<td>% Need Treatment (Early or Urgent)</td>
<td>11</td>
<td>19</td>
</tr>
<tr>
<td>% need Urgent Treatment</td>
<td>2</td>
<td>6</td>
</tr>
<tr>
<td>% 3rd Graders with Sealant</td>
<td>16</td>
<td>17</td>
</tr>
</tbody>
</table>
There are five basic pillars on which to improve dental health. The first and most wide reaching is fluoridation. The second is provision of dental sealants in school aged children. The third is the use of varnishes in infancy and childhood. The fourth is expansion of access to dental care. The fifth is education on appropriate personal dental habits, including brushing and flossing and good dietary practices. The United States Task Force on Community Preventive Services considers the first two, water fluoridation and school based sealant programs, the most strongly evidence based and recommends implementation of both.

In their review of the evidence, the Task Force found that:

- Tooth decay typically decreased by 30 percent to 50 percent after starting or continuing community water fluoridation.

- In examining the effectiveness of school-based or school-linked dental sealant programs, there was typically a 60 percent decrease in tooth decay on the chewing surfaces of posterior teeth after sealant application. School-based and linked programs in the United States generally target vulnerable populations less likely to receive private dental care such as children eligible for free and reduced lunch programs.

The County is working to address all five of these. We are working with the Oral Health Task Force, the Sonoma County oral Health Access Coalition (SCOHAC), Community Action Partnership and Santa Rosa Junior College to expand delivery of dental sealants to elementary school children and to strengthen community education. Sealants however only prevent caries in molar teeth. WIC programs are expanding the regular use of fluoride varnishes in low income infants and young children. We are working through the Oral Health Task Force and with the major provider systems in the County to expand access to dental care, although care for low income adults continues deficient. However fluoridation continues to be the strategy that can reach the largest number of residents of all walks of life, permanently and at low cost, and contribute to preventing suffering and reducing disparities. Implementation of the other practices does not replace the value of fluoridation.

**Fluoridation Safety and Effectiveness**

While this report will not seek to review the scientific literature on the safety and efficacy of fluoridation in depth, a brief summary from the Centers for Disease Control and Prevention (CDC) is included below. Suffice it to say that both older and recent systematic reviews of the scientific literature, and new studies from around the world, continue to substantiate the important public

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health benefits of fluoridation. No health problems have been substantiated as being associated fluoride at the levels used in water fluoridation with the exception of dental fluorosis, usually a minor cosmetic change, also associated with water supplies naturally high in fluoride. Many of the studies cited by those opposed to water fluoridation in fact take out of context literature on recognized problems associated with very high levels of fluoride in drinking water, levels much higher than that used for water fluoridation. Fluoride, like Vitamin A or salt, is not good to lack completely, keeps you healthy in small amounts, and causes harm in excess. Many countries use either water fluoridation, or salt fluoridation (not employed in the United States). A recent proposal by the Department of Health and Human Services lowers the recommended fluoride level for water to the bottom of the currently recommended range (0.7 mg/L). It responds to increases in fluoride intake from other sources and should reduce the occurrence of fluorosis, which is generally mild.

“Fluoride, like Vitamin A or salt, is not good to lack completely, keeps you healthy in small amounts, and causes harm in excess.”

Reviews of scientific literature are an important resource to judge the safety of community water fluoridation. Scientific reviews are helpful because they:

- Consider evidence from published studies on a subject.
- Use carefully-designed methods to critically examine scientific evidence.
- Use national and international panels of experts in various health and scientific disciplines. This includes experts that may come from fields outside of oral health; such as, medicine, biophysics, chemistry, toxicological pathology, and epidemiology.
- Judge the quality of individual studies and summarize the strength of the entire body of evidence.

Scientific and public health organizations have conducted scientific reviews about fluoridation during the past two decades. These reviews provide compelling evidence that community water fluoridation is a safe and effective method for reducing tooth decay across all ages. While some developed countries have recently matched reductions in tooth decay of those in fluoridated countries, these are in general countries which created universal health and dental systems and have lesser income inequality than the United States. Sadly, income inequality is rising in the US and while access to health insurance is improving, dental coverage has deteriorated in California.

This report provides a comprehensive review and evaluation of the public health benefits and risks of fluoride from drinking water and other sources.

Institute of Medicine Dietary Reference Guidelines, 1997

These guidelines describe the dietary reference intakes for specific nutrients known to be beneficial to health including fluoride.

National Academy of Sciences on Fluoride in Drinking Water

The National Academy of Sciences, and its National Research Council (NRC), has considered the health effects of fluoride in drinking water on several occasions, most recently 2006, when they evaluated the maximum allowable level in water. They recognized evidence of toxicity of fluoride naturally present in high concentrations in some settings and suggested that some effects may still be present at the current maximum level of 4 milligrams per liter (mg/L). That level however is more than 5 times the level currently recommended for water fluoridation of 0.7 mg/L.

Australian Government

Australia's National Health and Medical Research Council (NHMRC) conducted a systematic review published in 2007 that considered recent evidence relating to the efficacy and safety of fluoride interventions, with an emphasis on widespread public health initiatives. The report, *A Systematic Review of the Efficacy and Safety of Fluoridation*, primarily addressed the caries-reducing benefits and associated health risks of providing fluoride systemically. The council found that:

- Community water fluoridation is beneficial for reducing dental caries (tooth decay).
- Water fluoridation at optimal levels does not affect the risk of bone fractures.
- There is no clear association between water fluoridation and overall cancer incidence or mortality.

The reviewed studies do not suggest an increased risk of adverse health effects at optimal fluoridation levels.

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NHMRC is Australia's main agency for supporting health and medical research; developing health advice for the Australian community, health professionals, and governments; and providing advice on ethical behavior in health care and conduct for health and medical research.

*University of York*

A systematic review of public water fluoridation was released in 2000 by the National Health Service (NHS) Centre for Reviews and Dissemination, University of York, United Kingdom. This review looked at the evidence of positive and negative effects for community water fluoridation. They identified five objectives and evaluated the studies relating to each objective. Based on the best available research they found that:

- Community water fluoridation reduces tooth decay.
- Fluoridation is still effective even with the use of many other sources of fluoride.
- There is no clear association between fluoridation and bone fractures or cancer.
- There appears to be no difference between benefits from natural and artificial fluoridation.
- There is an association between the water fluoride concentration and the occurrence of dental fluorosis.
- No clear evidence of other potential negative health effects were found.

*Cost Savings of Community Water Fluoridation*

In general studies continue to show that widespread community water fluoridation prevents cavities and saves money, both for families and the health care system.

*An Economic Evaluation of Community Water Fluoridation*  

An analysis of the most current data available on the effectiveness and costs of water fluoridation. The study compares average per person cost of community water fluoridation with the cost of prevented disease. This study:

- Demonstrates that fluoridation not only is cost-effective, but also is cost saving, which is rare for public health interventions.
- Shows that the reduction in costs of fillings (dental restorations) greatly exceeds the cost of water fluoridation in communities of any size.
- Illustrates the annual per person water fluoridation costs for communities of various sizes.

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11 Griffin SO, Jones K, Tomar SL. *J Public Health Dent* 2001;61(2):78–86
• Determines an average cost savings, which ranges from $15.95 per person per year in a small community to $18.62 per person per year in a larger community.

**Water Fluoridation and Costs of Medicaid Treatment for Dental Decay - Louisiana, 1995-1996.**

Findings suggest that Medicaid-eligible children in communities without community water fluoridation had an increased cost for dental treatment per child that was twice as high as those children living in fluoridated communities.

**Geographic variation in Medicaid claims for dental procedures in New York State: role of fluoridation under contemporary conditions**

This 2010 study found that, compared with the predominantly fluoridated counties, the mean number of restorative, endodontic, and extraction procedures per recipient was 33.4 percent higher in less fluoridated counties. The mean number of claims per child for caries-related services was inversely correlated with the extent of fluoridation in a county.

**Environmental Safety Concerns**

A recent review by Pollick found that issues related to discharge to water; emissions to air; production, storage, or release of toxic or hazardous substances; or production of noise have been found to be non-significant. Emissions of fluoride into the air are not released outside the well houses. Fluoride concentrations in rivers downstream of the discharges increase by less than 0.01 mg/L due to adding fluoride to the water supply system. In a literature review, Osterman found no instance of municipal water fluoridation causing recommended environmental concentrations to be exceeded. Nor does the concentration of fluoride in the treated water reach levels known to harm any plant or animal species.

While highly concentrated fluoride is corrosive, at the concentration found in potable water it is not, although pH may require adjustment. Concentrated fluoride does require that workers use appropriate occupational protection precautions.

Fluoride pollution, when it occurs, is unrelated to water fluoridation and comes from industries, particularly phosphate ore production and use as well as aluminum manufacture, mining, and coal burning. Fluoride pollution is therefore recognized as an industrial hazard; however water fluoridation is not considered a potential source of fluoride pollution.

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Fluoridation is supported by the American Water Works Association, the World Health Organization (WHO), American Medical Association (AMA), Canadian Medical Association (CMA), Centers for Disease Control (CDC), American Dental Association (ADA), Canadian Dental Association (CDA) and many other professional organizations.

**Fluoridation in California and Regional Approaches**

In 2006, with just 27 percent of the population receiving the benefits of community water fluoridation, California was ranked 48th in the nation in the percent of the population receiving fluoridated water by the Centers for Disease Control and Prevention (CDC). Recent gains by proponents based primarily in southern California have resulted in a substantial increase in the number of Californians drinking fluoridated water, including the residents of the City of Los Angeles and the City of San Diego. Now, more than 58 percent of Californians drink optimally fluoridated community water.

This paper will (a) describe the water delivery system in southern Sonoma County that is served by the Water Agency and eight retailers, (b) provide a rough cost estimate to fluoridate the Sonoma County Water Agency system, and (c) highlight the barriers and challenges to fluoridation.

As a result of the Fluoridation Act of 1996, and subsequent grant funding from The California Endowment, a dramatic change occurred in the state relative to fluoridation. Extensive work has been done to educate communities on the health benefits of fluoridation. Legal and legislative efforts have underscored the intent of the Fluoridation Act to make fluoridation a matter of statewide concern. The Act was written to apply to retail delivery systems. However, engagement of major wholesale systems in the state has changed the current approach to fluoridation. The fluoridation of the Metropolitan Water District of Southern California (which is the largest urban wholesale water district in the state) and the fluoridation of the San Francisco PUC site at Sunol Valley (which serves the Peninsula) have resulted in cost efficiencies in engineering and in greater population numbers being served. Fluoridation provided by a wholesale Water Agency typically negates the need to install equipment at each turnout to the retail systems it supplies.

**A Regional Approach**

Given the success of fluoridation proponents in working with wholesale distributors, such as the Metropolitan Water Agency, recent planning for fluoridation has become more regional in nature, rather than more locally focused, as it used to be. From the perspective of both engineering and cost, logic favors an approach to fluoridation that begins with wholesale agencies. Most communities in California are served by a configuration of wholesale and retail water suppliers.

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Retail agencies served by a wholesale Water Agency need to be involved in the latter’s decision to fluoridate, because retail agencies will frequently supplement their water supply with groundwater or water from other sources to which fluoride has not been added. Therefore, in order to provide optimal level of fluoridation in the distribution system, some retail agencies may need to install fluoridation equipment at their sites. This may be the case with some retail customers of the Sonoma County Water Agency.

In Sonoma County there are approximately 139 local providers of water. Twenty of these have over 1000 service connections. Only two are over 10,000 connections.

<table>
<thead>
<tr>
<th>Water System Name</th>
<th>Service Connections</th>
<th>Population</th>
</tr>
</thead>
<tbody>
<tr>
<td>City of Santa Rosa</td>
<td>54,603</td>
<td>157,985</td>
</tr>
<tr>
<td>City of Petaluma</td>
<td>19,125</td>
<td>55,900</td>
</tr>
<tr>
<td>City of Rohnert Park</td>
<td>9,095</td>
<td>42,650</td>
</tr>
<tr>
<td>Town of Windsor</td>
<td>9,052</td>
<td>26,955</td>
</tr>
<tr>
<td>Valley of the Moon Water District</td>
<td>6,854</td>
<td>23,858</td>
</tr>
<tr>
<td>City of Healdsburg</td>
<td>4,431</td>
<td>11,254</td>
</tr>
<tr>
<td>City of Sonoma</td>
<td>4,214</td>
<td>10,807</td>
</tr>
<tr>
<td>City of Cloverdale</td>
<td>3,114</td>
<td>8,200</td>
</tr>
<tr>
<td>City of Sebastopol</td>
<td>2,885</td>
<td>7,750</td>
</tr>
<tr>
<td>City of Cotati</td>
<td>2,575</td>
<td>7,532</td>
</tr>
<tr>
<td>Sweetwater Springs CWD – Guerneville</td>
<td>2,522</td>
<td>6,000</td>
</tr>
<tr>
<td>California-American Larkfield (PUC)</td>
<td>2,367</td>
<td>7,775</td>
</tr>
<tr>
<td>Sea Ranch Water Company (PUC)</td>
<td>1,838</td>
<td>1,299</td>
</tr>
<tr>
<td>Russian River County Water District</td>
<td>1,255</td>
<td>3,400</td>
</tr>
<tr>
<td>Sonoma State University</td>
<td>1,100</td>
<td>8,700</td>
</tr>
<tr>
<td>Sweetwater Springs CWC – Monte Rio</td>
<td>1,063</td>
<td>3,000</td>
</tr>
<tr>
<td>Bodega Bay Public Utility District</td>
<td>1,058</td>
<td>1,423</td>
</tr>
</tbody>
</table>

Source: CDPH Drinking Water Field Operations Branch

The Sonoma County Water Agency is the largest single source of water in the county. There are eight major retail systems that purchase water from the Water Agency and their representatives serve as an advisory committee to the Water Agency’s Board of Directors. These eight major customers provide treated water to the communities in southern Sonoma County and northern Marin County. The Water Agency also supplies supplemental water to the Marin Municipal Water District, which serves the communities in southern Marin County. Marin Municipal currently fluoridates its water supply.
Wholesale distributors are not impacted by the Fluoridation Act. Therefore, to gain widespread support for fluoridation, it is important for fluoridation proponents to work with the wholesale distributors’ customers. Presenting wholesale fluoridation’s economies of scale to decision-makers has been a key point in this often prolonged and sensitive process.

**Legal and Legislative Support for Fluoridation**

The Fluoridation Act requires retail systems of 10,000 service connections or more to fluoridate their water supplies when funds are provided from an outside source. In Sonoma County, only Petaluma and Santa Rosa are over the 10,000 connection limit that would require them to fluoridate if funding is available. The Act applies to retail systems, but due to the configuration of wholesale and retail sources in metropolitan areas, the impact of the Act is often realized after the wholesale system in a region begins fluoridation. Frequently, the water supplied by wholesale systems is blended with supplemental sources by retail systems. Depending on the percentage of water supplied by the wholesale system considerable benefit for oral health can be obtained, however if wholesale water is mixed with significant amount of local water the level of fluoridation can be “suboptimal” for caries prevention. To adjust this, many retail systems install fluoridation equipment.

One challenge for many retail systems has been that while engineers may be able to design and build cost-efficient fluoridation systems for treatment plants and wells, they tend to resist construction at turnouts - that is, connections from a wholesale distributor. This is because these connections, having often been created decades ago, now lie in areas that are hard to access, which makes the costs prohibitive. Furthermore, obtaining the necessary land and permits can be costly and time-consuming.

In 2004, the Fluoridation Act was amended by SB 96 (Alpert/San Diego) which was designed to clarify funding provisions and address issues for retailers receiving water from multiple sources. In addition, SB 96 added language declaring that the Fluoridation Act preempts local regulations, ordinances, and initiatives that prohibit or restrict fluoridation of drinking water by public water systems subject to the Act.

California courts have upheld the Fluoridation Act declaring that it preempts local efforts to prohibit fluoridation of water systems subject to its requirements. Courts have also rejected private citizen challenges to fluoridation claiming the addition of fluoride violated their constitutional rights. In rejecting such claims, the court stated there is no fundamental constitutional right to fluoride-free water.

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16 *City of Watsonville v. California State Department of Health Services*, 133 Cal. App. 4th 875 (2005), review denied.
water and that fluoridation is a reasonable and proper exercise of the police power in the interest of public health.17

Due to the application of these legislative and legal efforts, communities in California continue to fluoridate their water supplies. Most notable is the change in the largest city in the nation that lacked fluoridated water - San Diego - which began providing optimal fluoridation to residents in 2011. The Board of Supervisors of Santa Clara County approved a measure to move forward on fluoridation in December 2012.

Funding for Capital Costs and Coalition Support

Capital funding for fluoridation in other parts of the state has been provided by The California Endowment and the county-level First 5 Commissions of San Diego, Sacramento, and Los Angeles. Early in the statewide fluoridation effort (1990s), support for community activity was provided by The California Wellness Foundation. The PEW Charitable Trusts currently has an oral health initiative, of which fluoridation is a part, but does not fund large capital projects. The Health Trust is supporting Santa Clara County’s efforts. Local foundations have provided small grants for community education and coalition activity. Community leaders have engaged federal and state legislative representatives to seek appropriations for capital funding. In general efforts have used approaches that seek to minimize any potential impact on ratepayers.

Description of Water Systems and Capital Estimates

Obtaining clear cost estimates for fluoridation is an essential component of the planning required for policy development. The following sections provide an overview of (a) the water production facilities of the Water Agency and the Water Retailers, and (b) the communities they serve. The sections also provide (a) rough conceptual estimates by CDAF for installing fluoridation facilities, and (b) rough estimated operating costs for the first year. Table 1 provides estimated capital and operating costs for the first year. Table 1 provides estimated capital and operating costs for centralized fluoridation of the Water Agency. Table 2 illustrates the higher estimated costs of fluoridating SCWA water at all of the turnouts. Table 3 provides additional information on the percent of water supplied locally, supplementary local sources, and natural fluoride levels.

The Sonoma County Water Agency

The Water Agency operates a wholesale water supply and transmission system that operates under a Board of Directors, which is composed of the Sonoma County Board of Supervisors. The Water Agency provides potable water for roughly 600,000 people in Sonoma and Marin counties.

According to 2011 data, the average fluoride concentration in the Sonoma County Water Agency’s two collectors is 0.13 mg/L, well below the level recommended.

**The Water Advisory Committee (WAC)**

The WAC, which meets quarterly, represents the major municipal systems and water districts that receive water from the Water Agency. The members of the WAC are also called the Water Agency’s Prime Water Retailers (or Water Retailers). The WAC is composed of eight elected officials from the districts and communities served by the Water Agency. Each member is appointed by his or her council or board. The purpose of the WAC is to advise the Water Agency’s Board of Directors on policy and fiscal matters affecting the Water Retailers. An affirmative ballot requires a minimum of five votes and 50 percent of the weighted vote (which is based on usage).

The member agencies of the WAC include:

- City of Cotati
- North Marin Water District
- City of Petaluma
- City of Rohnert Park
- City of Santa Rosa
- City of Sonoma
- Valley of the Moon Water District
- Town of Windsor

The liaison from the Water Agency Board of Directors to the WAC is Supervisor Efren Carrillo.

The Technical Advisory Committee (TAC), which meets monthly, is a second tier of the WAC that advises on decisions regarding water supply issues in the Water Agency’s service area.

**Water Agency Customers**

In addition to the eight Water Retailers, the Water Agency serves approximately fifty other customers. However, the discussion surrounding capital and operating costs in this report will essentially be limited to the 8 Water Retailers. The Water Agency also sells water to Marin Municipal Water District and to California American Water, Larkfield District, and supplies Forestville but they are not part of the WAC.

**Water Agency Production Facilities**

The Water Agency’s water originates from six Collector Wells (or caissons), seven production wells along the Russian River, and three wells in the Santa Rosa plain.
Collector Wells. Six collector wells extract water from the aquifer beneath the streambed adjacent to the Russian River, near Wohler and near Mirabel. Chlorine is added to water pumped from the collector wells at two active chlorination facilities to provide a residual amount of disinfection. Additionally, the pH of the water is adjusted for corrosion control purposes.

Russian River Well Field. Seven vertical wells at the Mirabel Road site, collectively called the Russian River Well Field, draw water from the aquifer adjacent to the Russian River. Chlorine is added to the supply and the pH of the water is adjusted for corrosion control purposes.

Santa Rosa Plain Wells. Three vertical groundwater supply wells are located along the Russian River Cotati Intertie pipeline in the Santa Rosa Plain: the Occidental Road Well, the Sebastopol Road Well, and the Todd Road Well. Chlorine is added to the supply.

Proposed Fluoridation Sites and Capital Estimates

Rough planning-level cost estimates have been prepared for construction costs, capital costs, and first-year operation and maintenance (O&M) costs for the Water Agency water supply system.\(^{18}\)

Several of the local water systems of retailers use groundwater, primarily or exclusively, for meeting peak demands or emergencies. Many of their wells are of small capacity and on constrained well sites. The per-gallon cost of providing fluoridation at each well would be so high that it would be prudent to investigate alternatives, such as using controlled source water blending, combining sources for treatment, or designating some wells as standby sources. Given these factors, a study of which wells need to be addressed and of alternative approaches to fluoridating seems particularly appropriate for the cities of Petaluma and Rohnert Park, the Valley of the Moon Water District, and perhaps others.

The Sonoma County Water Agency supplied approximately 84 percent of the water provided to customers by its retailers (excluding Windsor) in Sonoma County between in 2007-2011, (87% in 2007, 86% in 2008, 80% in 2009, 82% in 2010 and 84% in 2011). Therefore almost two thirds of the population of the county would receive near optimally fluoridated water through fluoridation of the SCWA. In Windsor the agency provides only approximately 12 percent of the water (with SCWA serving primarily a non-residential area) and the percentage in Marin County is lower, however Marin Municipal Water district already fluoridates. Fluoridation at these levels (with the exception of Windsor) would provide substantial health benefits, and local fluoridation of supplementary sources,\(^{18}\)

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\(^{18}\) A questionnaire was distributed to the Prime retailers and the California American Water Company to obtain site-specific information about the supplemental sources. Nearly all the systems responded. When a response was not obtained, information was obtained from the system’s website.
as appropriate, could proceed gradually over a period of years to achieve optimal fluoridation where local sources are significant suppliers.

Water Agency engineers anticipate five source points for installing new fluoridation equipment. The rough estimated costs for fluoridation facilities at the source points, and the first year estimated annual costs for operating and maintaining the system, are presented in Table 1 below. The next step to obtain more refined estimates of cost would be to carry out a preliminary engineering design plan after an on-site assessment.

Table 3: Estimate of Costs for an Optimally Cost-Effective First Step: Fluoridation at Water Agency Sites (Source: California Dental Foundation 2012)

<table>
<thead>
<tr>
<th>Site</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Wohler Collector</td>
<td>$2,700,000</td>
</tr>
<tr>
<td>Mirabel Collector</td>
<td>$2,700,000</td>
</tr>
<tr>
<td>Occidental Well</td>
<td>$390,000</td>
</tr>
<tr>
<td>Sebastopol Well</td>
<td>$390,000</td>
</tr>
<tr>
<td>Todd Well</td>
<td>$390,000</td>
</tr>
<tr>
<td>Total Expected Capital Costs</td>
<td>$6,570,000</td>
</tr>
<tr>
<td>Contingencies, 30%</td>
<td>$1,971,000</td>
</tr>
<tr>
<td>Total Planning-Level Capital Cost</td>
<td>$8,541,000</td>
</tr>
<tr>
<td>Total First Year O&amp;M Cost</td>
<td>$973,000</td>
</tr>
<tr>
<td>Capital Cost per Sonoma County Connection served</td>
<td>$67</td>
</tr>
</tbody>
</table>

The efficiency of approaching the Water Agency to assist the retail agencies in reaching a uniform level of fluoride in their systems is clear. If all eight customers sought to fluoridate at the turnouts, the capital costs could be as high as $22 million (Table 4). The regional approach to fluoridation negates the need to advocate for a costly and complex system of fluoridation at individual turnouts.

**Distribution**

The Water Agency distribution system consists of about 156 active turnouts, of which 74 serve the Water Retailers. If the Water Agency did not fluoridate, each turnout would require installation of equipment similar to that used at a well site, with an average capital cost of $300,000 per turnout. Table 4 provides an overview of the Water Retailers, the number of active turnouts, and the estimated cost to fluoridate at the turnouts, and indicates whether the Water Retailers are subject to the Fluoridation Act, once funds are provided.
Table 4: Higher Cost Approach: Fluoridation of SCWA Water at Each Turnout*

<table>
<thead>
<tr>
<th>Retail System</th>
<th>Active Turnouts</th>
<th>Approximate Number of Service Connections</th>
<th>Estimated Average Capital Cost to Fluoridate Turnouts</th>
<th>Subject to Fluoridation Act</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cotati</td>
<td>2</td>
<td>2,500</td>
<td>$600,000</td>
<td>No</td>
</tr>
<tr>
<td>N. Marin W.D.</td>
<td>2</td>
<td>20,575</td>
<td>$600,000</td>
<td>Yes</td>
</tr>
<tr>
<td>Petaluma</td>
<td>7</td>
<td>19,300</td>
<td>$2,100,000</td>
<td>Yes</td>
</tr>
<tr>
<td>Rohnert Park</td>
<td>11</td>
<td>8,900</td>
<td>$3,300,000</td>
<td>No</td>
</tr>
<tr>
<td>Santa Rosa</td>
<td>40</td>
<td>57,000</td>
<td>$12,000,000</td>
<td>Yes</td>
</tr>
<tr>
<td>Sonoma</td>
<td>1</td>
<td>3,381</td>
<td>$300,000</td>
<td>No</td>
</tr>
<tr>
<td>Valley of the Moon W.D.</td>
<td>10</td>
<td>6,800</td>
<td>$3,000,000</td>
<td>No</td>
</tr>
<tr>
<td>Windsor</td>
<td>1</td>
<td>9,200</td>
<td>$300,000</td>
<td>No</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>74</strong></td>
<td><strong>127,656</strong></td>
<td><strong>$22,200,000</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Capital Cost per Sonoma County Connection Served</strong></td>
<td></td>
<td></td>
<td><strong>$173.90</strong></td>
<td></td>
</tr>
</tbody>
</table>

*The Estimated Average Capital Cost to Fluoridate at the Turnouts is calculated by multiplying the average cost per turnout ($300,000) by the number of turnouts. Source: California Dental Foundation 2012.

**Supplemental Sources for the Water Retailers**

All of the Water Retailers supplement the water purchased from the Water Agency with local supplies, mostly from groundwater wells. Typically, water sources contain some level of fluoride. The optimal level of fluoride for caries prevention benefit, while minimizing dental fluorosis, is 0.7 mg/L, as recommended by the Department of Health and Human Services. The HHS proposed recommended optimal level of 0.7 mg/L is set to promote public health benefits of fluoride for preventing tooth decay while minimizing the chance for dental fluorosis. The EPA's enforceable maximum standard for the highest level of fluoride that is allowed in public water supplies is 4.0 mg/L, and is set to protect against risks from exposure to too much fluoride. Table 3 below illustrates the primary communities served by the retail system, the average percent of water from the SCWA 2007-2011, the number and nature of supplemental sources of water, the current average fluoride levels in the supplemental sources. Additionally Forestville is fully supplied by SCWA water. It is evident that the percent of water supplied locally varies widely, and that the cost of fluoridation per connection served by the retailer could vary enormously between retailers, if a strategy of fluoridating all sources were used rather than starting with the wholesaler. This strongly suggests that, after fluoridation of the wholesale supplier, a careful mapping and analysis of local sources,

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their volume and distribution, and of alternative approaches, would be a critical next step to assess which sources it would sensible to fluoridate is addition to the wholesaler and with what priority for an optimally cost effective approach. These preliminary analyses suggest that after SCWA, fluoridation of Windsor and of selected wells from Rohnert Park and from Valley of the Moon Water District might serve the largest number of residents with a lesser percentage from of water from SCWA. However even Rohnert Park, Valley of the Moon and Cotati, with the lowest percentage of SCWA water after Windsor, would benefit substantially from SCWA fluoridation.

Table 5: Characteristics of supplemental SCWA local water retailer systems

<table>
<thead>
<tr>
<th>Contractor</th>
<th>Major Communities Served</th>
<th>Average% of Water from local sources 2007-2011*</th>
<th>Approx. Number of Service Connections</th>
<th>Active Local Sources</th>
<th>Current Fluoride Level (mg/L)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cotati</td>
<td>Cotati</td>
<td>31.4</td>
<td>2,500</td>
<td>3 wells</td>
<td>0.26</td>
</tr>
<tr>
<td>North Marin W.D.</td>
<td>Novato</td>
<td>23.4</td>
<td>20,575</td>
<td>1 Treatment plant</td>
<td>0.10</td>
</tr>
<tr>
<td>Petaluma</td>
<td>Petaluma</td>
<td>8.1</td>
<td>19,300</td>
<td>8 wells</td>
<td>0.18</td>
</tr>
<tr>
<td>Rohnert Park</td>
<td>Rohnert Park</td>
<td>26.44</td>
<td>8,900</td>
<td>30 wells</td>
<td>0.05</td>
</tr>
<tr>
<td>Santa Rosa</td>
<td>Santa Rosa</td>
<td>5.3</td>
<td>57,000</td>
<td>2 wells</td>
<td>0.21</td>
</tr>
<tr>
<td>Sonoma</td>
<td>Sonoma</td>
<td>4.34</td>
<td>3,381</td>
<td>5 wells</td>
<td>0.38</td>
</tr>
<tr>
<td>Valley of the Moon W.D.</td>
<td>Sonoma (part); Glen Ellen; Agua Caliente; Fetters Hot Springs, Boyes Hot Springs; El Verano</td>
<td>16.2</td>
<td>6,800</td>
<td>6 wells</td>
<td>0.1</td>
</tr>
<tr>
<td>Windsor</td>
<td>Windsor</td>
<td>88**</td>
<td>9,200</td>
<td>5 wells</td>
<td>not available</td>
</tr>
</tbody>
</table>

* Source: CDAF 2012
** T. Schram SCWA

Description of Estimates

Obtaining a final estimate for capital and operating costs is often a process of negotiation between the funding agency and the water system. The amended Fluoridation Act allows for a state-appointed engineer to intervene in the process of developing a reliable estimate for a retail system. In theory, this provision should help to contain capital costs. However, it is important to remember that the state does not intervene in the determination of the design for fluoridation installation. Therefore, every local water system can design and build to its unique standards.

Cotati: Cotati is the smallest incorporated community in Sonoma County, with a population of approximately 7,100 residents. The percent of water received from SCWA between 2007 and 2011 was 69 percent. The city has two turnouts from the Water Agency and three wells that are chlorinated individually.
The City Council has five members, who are elected at large and select the Mayor from among themselves.

**North Marin Water District:** This district has two systems, one that serves Novato and the other that serves the Point Reyes area in West Marin. For this report, we are interested in the system that purchases water from the Water Agency and serves the City of Novato’s approximately 53,000 residents. This system is supplemented by the surface water treatment plant at Stafford Lake.

The North Marin Water District receives approximately 80 percent of its water from its two turnouts from the Water Agency Aqueduct (77% between 2007 and 2011). The Stafford Water Treatment Plant is owned by the North Marin Water District and supplies approximately 20 percent of Novato’s water. The plant is typically operated in the spring through early fall to supplement the supply from the Water Agency. Because it provides surface water, full treatment of the supply is required.

The North Marin Water District is governed by a five-member elected Board of Directors.

**Petaluma:** 92 percent of the water (2007-2011) supplied to the approximately 60,000 residents of Petaluma came from the city’s seven active turnout connections from the Water Agency. The city supplements that supply with eight local groundwater sources. The Petaluma City Council governs the city’s municipal water supply. The Council consists of six members and the Mayor, who is elected at large.

**Rohnert Park:** Rohnert Park provides treated water to its approximately 43,000 residents primarily from 11 turnouts from the Water Agency (providing 74 percent of the water supply 2007-2011.). The water supply is supplemented with water from a series of 30 groundwater wells located throughout the city. The water distributed from city wells is treated with chlorine.

The high number of wells in Rohnert Park and the attendant cost to fluoridate at each well site requires consideration of an alternative approach to achieve optimal fluoridation over time. Some alternatives mentioned previously include: using controlled source blending, combining sources for treatment, or designating some wells as standby sources.

The five-member City Council governs the city’s municipal water supply.

**Santa Rosa:** The City of Santa Rosa is the Water Agency’s largest retail customer. Most of the water supplied to the approximately 150,000 residents is received from the Water Agency through 40 active turnout connections (95% 2007-2011) Fluoridation of the SCWA would result in very close to optimal fluoridation of Santa Rosa’s water benefitting over one third of County residents, including many low income residents. A small portion of the city’s water supply is produced by groundwater wells.
The Santa Rosa City Council, which has seven members elected at large, one of whom is selected as Mayor, governs the retail water system.

**Sonoma:** The City of Sonoma water system serves a population of approximately 9,000 residents. The city receives treated water from the Water Agency from one turnout, representing 96 percent of its water in 2007-2011. In addition, it has five active groundwater wells.

The City Council has five members elected at large, who select the Mayor from among themselves and oversee all municipal operations.

**Valley of the Moon Water District:** The service area of this district encompasses a population of approximately 23,000 residents in Glen Ellen and the Sonoma Valley. It receives treated water from the Water Agency from 10 turnouts, which provide 84 percent of its water 2007-2011, and supplements that supply with six groundwater wells and one leased well.

A five-member board of directors governs the district, with each director elected at large for a four-year term.

**Windsor:** The Town of Windsor’s approximately 26,000 residents are served by Water Agency water and supplemental wells. Windsor has one direct connection from the Water Agency, Five large wells located adjacent to the Russian River, and three emergency wells. The supply is predominantly from local wells.

The Windsor Town Council consists of five elected Council members, one of whom is chosen by the Council to serve as Mayor. The Town Council also serves as the Board of Directors for the Windsor Water District.

**Other Customers of the Water Agency:** Included in the customers of the Water Agency are additional permitted retail water systems, agricultural users, and institutional users.

**Additional Retail Systems:** California American Water Company (Cal American) serves the unincorporated area of Larkfield-Wikiup and the township of Fulton with 2,400 service connections. Cal American purchases Water Agency water through one turnout. In order to supply optimally fluoridated water to their customers, Cal American would have to fluoridate at their treatment plant where the water from the wells is blended.20

Kenwood Village Water Company is an example of a smaller retail customer of the Water Agency that may have considerations similar to those of the Water Retailers. As mentioned previously, the

20 The capital and O&M estimate for Cal American can be found in Appendix A, page 37.
Water Agency supplies supplemental water to the Marin Municipal Water District which currently fluoridates its water supply.

**Agricultural Users:** Many of the Water Agency’s 60 customers use “surplus agricultural water.” It would be helpful to discover to what extent groundwater sources are used by the growers in addition to water purchased from the Water Agency, since growers may have a concern for the potential of increased costs for water used in irrigation and in processing their products.

**Institutional Users:** The Sonoma Developmental Center is an example of an institutional customer of the Water Agency.

**Community/System Impact**

If the Water Agency were to fluoridate its water supply, the communities served by the Water Agency’s retail customers would be impacted in the following manner. The largest city in the Water Agency’s service area, Santa Rosa, as well as the City of Sonoma, would derive the greatest benefit and would receive almost optimally fluoridated water. Santa Rosa has 40 turnouts, the greatest number of turnouts from the Water Agency, with relatively few wells. The costs to fluoridate through the Water Agency would be significantly lower than if Santa Rosa were to fluoridate at its turnouts. Similarly, Petaluma would also have well over 90 percent of their supply well fluoridated. These three areas represent 62 percent of the connections amongst these Water Agency retailers (Figure 1).

Rohnert Park, Cotati, and Valley of the Moon would still derive significant clinical benefit from substantial but partial fluoridation as they would have a third, a quarter, and a sixth of their supply respectively unfluoridated with fluoridation of SCWA alone. Windsor’s water would receive little fluoride. The number of wells and costs involved will represent a greater challenge. These Water Retailers could have a relatively greater number of supplemental sources and higher costs to bring their systems up to optimal, however the real cost of an ideal fluoridation strategy for each city requires further study and analysis well by well to identify appropriate priorities and technology.

**Communities Not Served by the SCWA**

Of the County’s incorporated areas, only the Cities of Cloverdale, Sebastopol and Healdsburg are not served by SCWA, and Healdsburg has been fluoridating its water since 1952. A significant part of the county’s population resides in unincorporated areas not served by the SCWA, served either by individual wells or small water companies. Further assessment of the feasibility and cost of fluoridation of water supplies for these additional locations is warranted, as is the case for Windsor. None are covered by the 1996 law fluoridation requirement.
Potential Support to Fluoridation in Sonoma County

In general fluoridation receives broad support from the medical, dental, and public health communities, and others familiar with the burden of dental disease. Most people in the United States and many other countries reside in communities that support and maintain fluoridation as a public health service. Locally, for example, the Sonoma County Oral Health Task Force, representing many leading health organizations; the County Maternal and Child Health Advisory Committee, also representing a large number of local community organizations; the Sonoma County Medical Association; St. Joseph’s Health; Sutter Health; Santa Rosa Community Health Centers; and other health providers have expressed support.

Potential Concerns to Fluoridation in Sonoma County

Possible concerns about fluoridation in Sonoma County may arise from three primary sources: agricultural, environmental, and water interests.

Agricultural interests served by the Water Agency may have concerns about how fluoridated water will impact the safety or taste of their products and the sales of those products. Although it has been demonstrated that fluoridated water does not affect the safety or taste of agricultural products, it is important to address the potential concerns of growers. Healdsburg has long maintained its successful agricultural endeavors with fluoridated water in place.

Environmental concerns about fluoride are generally expressed through various local community grassroots environmental organizations. It is important to engage these organizations to understand their concerns and attempt to educate the community on the scientific basis of fluoridation. No significant negative environmental impact of water fluoridation has been established. Concerns may be framed as protecting freedom of choice, while fluoridation advocates argue that the public water supply is designed to protect public health and it is more important to protect people’s health than to protect some people’s concern for their freedom to use unfluoridated water.

There are several organizations in Sonoma County that are involved with water-related issues, such as distribution, conservation, and pollution. Local water retailers and political leaders express concern about how the cost of fluoridation will be addressed and what impact it will have on their ratepayers. Several individuals have expressed concerns over fluoridation efforts in the county, and further input from this sector is expected. The Department of Health Services has held a number of meetings to receive input from all sides of the debate and will continue to do so. It will be important to hear the opinions of all, to broadly engage and educate members of the community and to seek to address any concerns raised. Fluoridation has, unfortunately, not been the object of consensus in many communities, and the creation of public policy has generally required weighing the public benefit for many in relation to the concerns of some residents.
Figure 2. Approximate Percentage of Local Water in Communities served by the Water Agency that would be fluoridated with Initial Fluoridation of the Sonoma County Water Agency alone.

<table>
<thead>
<tr>
<th>Retailer</th>
<th>Average % of Water from Sonoma County Water Agency 2007-2011</th>
<th>Approx. # of Service Connections</th>
<th>Active Local Sources</th>
<th>Current Fluoride Level (mg/L)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Forestville</td>
<td>100%</td>
<td>909</td>
<td>0</td>
<td>-</td>
</tr>
<tr>
<td>Sonoma</td>
<td>96%</td>
<td>3,381</td>
<td>5 wells</td>
<td>0.38</td>
</tr>
<tr>
<td>Santa Rosa</td>
<td>95%</td>
<td>57,000</td>
<td>2 wells</td>
<td>0.21</td>
</tr>
<tr>
<td>Petaluma</td>
<td>92%</td>
<td>19,300</td>
<td>8 wells</td>
<td>0.18</td>
</tr>
<tr>
<td>Valley of the Moon W.D.¹</td>
<td>84%</td>
<td>6,800</td>
<td>6 wells</td>
<td>0.1</td>
</tr>
<tr>
<td><strong>Subtotal Approximate Number of Service Connections</strong></td>
<td>87,390</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Rohnert Park</td>
<td>74%</td>
<td>8,900</td>
<td>30 wells</td>
<td>0.05</td>
</tr>
<tr>
<td>Cotati</td>
<td>69%</td>
<td>2,500</td>
<td>3 wells</td>
<td>0.26</td>
</tr>
<tr>
<td><strong>Subtotal Approximate Number of Service Connections</strong></td>
<td>31,975</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cal-Am Larkfield</td>
<td>30%</td>
<td>2,367</td>
<td>5 wells</td>
<td>-</td>
</tr>
<tr>
<td>Windsor</td>
<td>12%</td>
<td>9,200</td>
<td>5 wells</td>
<td>-</td>
</tr>
<tr>
<td><strong>Subtotal Approximate Number of Service Connections</strong></td>
<td>11,567</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

¹ Serving Glen Ellen; Agua Caliente; Fetters Hot Springs; El Verano; and part of Sonoma.

Map Legend: Average % of Water from Sonoma County Water Agency

- **80-100%**
- **60-80%**
- **< 60%**
Financial Challenges in Supplementary Systems

The information above supports fluoridation of the wholesale system as the most economical initial approach to fluoridation in the Water Agency’s service area, which will bring the overall water supply for most of the SCWA customers close to optimal fluoridation. However, there are potential financial challenges to the retail systems. The ideal goal in fluoridation is to provide optimally fluoridated water to all customers of a water system. However, the cost and benefits of pursuing perfect fluoridation vary from retail system to retail system and well to well and should be carefully analyzed to design the optimal strategy for rolling out ideal fluoridation over time. Nevertheless, the perfect should not be the enemy of the good. The systems or communities with the greatest number of supplemental sources are Rohnert Park (30 wells), Petaluma (8 wells), Windsor (6 wells), and Valley of the Moon (6 wells). These sources should be analyzed with care to balance fiscal implications, timing and the optimization of health. However, the existence of significant but less than perfect fluoridation during a transition period of years in some communities, will provide a significant degree of dental protection, far greater than that currently available to residents, and will not cause harm.

Ongoing Costs

In many communities in California, fluoridation capital costs were awarded to systems with the anticipation that they would incorporate the ongoing costs for fluoridation into their annual budgets. Although ongoing costs are a relatively small percentage of a system’s annual budget, consumers or a system itself could raise concerns about potential rate increases. In fact, when the Water Agency previously raised rates to its customers 6.9 percent in April 2010, several retail systems passed all or some of those costs on to their customers. The range of increases was from approximately $1.00 per month to $4.00 per month. Nationally, the average cost of fluoridation is approximately $1.25 per household per year, or fifty cents per person. According to city officials, in Healdsburg, which has a small population, the cost of operating the system is roughly $3.20 ($37,100/11,725 residents) per resident per year. Larger systems tend to have lower costs per gallon or per capita. This cost

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21 Petaluma and Rohnert Park face fiscal challenges. See respectively City of Petaluma, California, Fiscal Year 2010 Budget (http://cityofpetaluma.net/finance/pdf/2010budget/BudgetSections/message-from-CM.pdf), and Sonoma Press Democrat, August 24, 2010.


23 As of July 1, 2010, Santa Rosa water ratepayers saw a 2.8% increase in the usage component of their water charges. City of Santa Rosa, California, Water and Sewer Rate Information, retrieved on August 24, 2010, from http://ci.santarosa.ca.us/departments/utilities/aboutus/Pages/ProposedWaterandSewerRateInformation.aspx/

24 The Board of Directors of the North Marin Water District unanimously adopted a 9% increase in residential water rates, effective on July 1, 2010. See the Marin Independent Journal, May 27, 2010.

would need to be considered for the ongoing sustainability of the effort. It is important to remember that, when compared with the restorative costs of dental disease in a community, fluoridation is one of the most cost-effective public health measures available. The CDC estimates that for every dollar spent on community water fluoridation, $38 are saved in dental restorative care.26

“The CDC estimates that for every dollar spent on community water fluoridation, $38 are saved in dental restorative care.” 27

Next Steps

The next key step in this process would be to go beyond CDAF’s rough estimates and verify what the actual cost of fluoridation of the Sonoma County Water Agency will be. To do so will require the execution of a preliminary engineering design plan. Only with such a plan, which can provide a cost estimate on the order of plus or minus 15-20 percent, will it be practical to assess the financial requirements for fluoridation and develop a financing plan. We also recommend the creation of a Fluoridation Advisory Committee to advise the Department of Health Services in this process. The Department, in coordination with the Water Agency, will continue to work with local water retailers to understand their needs and concerns in relation to this issue.

The County’s other work to improve the dental health of the community should continue irrespective of decisions in relation to fluoridation, as these approaches are complementary and synergistic.

We recommend as the next steps in this process that the Board of Supervisors resolve to:

Continue various activities relating to promoting and advancing oral health in Sonoma County including:

1) Contracting with Community Action Partnership to lead community-based oral health activities; and

2) Contracting with The Lew Edwards Group to develop a public education campaign related to oral health efforts.

Continue efforts to analyze the potential of fluoridation in Sonoma County including:

1) Convening an advisory committee to provide guidance on the fluoridation planning and implementation process;

2) Contracting with California State University, Sacramento to facilitate the advisory committee and discussions with community stakeholders and water retailers; and

3) Contracting with MWH Americas, Inc. to develop a Preliminary Engineering Design Report for fluoridation of Sonoma County Water Agency’s drinking water supply with Sonoma County Water Agency staff providing technical assistance and oversight of the agreement.

By March 2014 staff will return to the Board with a detailed design and implementation plan for fluoridation of Sonoma County Water Agency’s drinking water supply. This plan will include more accurate cost estimation and proposed financing details and will be developed in partnership with the Water Agency, community stakeholders, and city representatives.
Appendix A
Fluoridation Cost Estimates
Consideration of Fluoridation of Public Water Supplies
in the Sonoma County Water Agency Service Area

Method

Planning level cost estimates were prepared for construction costs, capital costs and first year operation and maintenance costs for the Sonoma County Water Agency (Water Agency) water supply system.

Sonoma County Water Agency Estimate

The CDAF consultant met with Water Agency interim General Manager Grant Davis to provide an overview of the assessment process and gain preliminary information about the Water Agency system. A subsequent meeting was held with Pamela Jeanne, Deputy Chief Engineer - Operations, the CDAF consultant and the CDAF consulting engineer to discuss the project. An estimate prepared by Water Agency staff in November 2008 for capital and operating costs was provided to the CDAF consultants. That estimate was reviewed and revised to be consistent with the assumptions used in this study (See Appendix B, Basis of Cost Estimates).
Appendix B
Basis of Cost Estimates

Cost Estimates

A large majority of the total public water supply in the Sonoma County Water Agency (Water Agency) service area is provided by the Water Agency through its Russian River water supply facilities, its three off-river wells, and its aqueduct system. If the Water Agency were to fluoridate its entire supply to the optimum fluoride concentration of near 0.7 mg/L (0.7 parts per million) of fluoride ion, then the average fluoride concentration delivered by each retailing water utility within the Water Agency would vary. California water supply regulations require that, with some exceptions, each fluoridated public water supply maintain near-optimum fluoride concentration. However the state understands that fluoridation and extension to local sources can take time and that suboptimal fluoridation has immediate health benefits. It is open to receiving proposals for initial fluoridation of wholesale systems.

Planning-level cost estimates have been prepared for construction costs, capital costs, and first year operation and maintenance (O&M) costs for the Water Agency supply system.

Basis of Cost Estimates

Price Level. These cost estimates are based on review and tabulation of costs for similar projects in Northern California. In the case of the Water Agency facilities a staff cost estimate developed in 2008 was the starting point for this study. Construction of facilities included in this project is assumed to commence in 2012, and initial operation in 2013.

Construction prices change (generally increase) with time. For purposes of adjusting costs for price escalation, the published Engineering News-Record 20-cities Construction Cost Index (ENR-CCI) is used. In August 2010 the index was 8840. Cost estimates herein are based on an ENR-CCI of 9300. First-year O&M costs are for calendar year 2013.

Estimating Accuracy. These planning-level cost estimates are not precise. Allowances believed to be adequate are included for every cost element of a utility capital improvement project. The total costs presented should be within plus or minus 30 percent of actual program costs.

Fluoridation Chemical and Price. The design of each fluoridation project should include a site-specific evaluation of alternative fluoride chemicals and feeding systems. The choice of chemical can vary with the size of project, available chemical supply (reliability and price), and the experience and preferences of the utility personnel.

This concept-level plan assumes the use of liquid fluorosilicic acid (FSA). FSA is by far the most commonly used fluoride chemical in the U.S. and is usually of lowest cost. FSA as purchased is a concentrated acid, and all appropriate care must be taken in design and operation of systems using any fluoride chemical - especially FSA.
In recent years, FSA supplies have had some unsettling changes in reliability and price. The FSA supply situation is now believed (by EPA, AWWA, and other experts) to be largely stabilized. It is assumed that FSA will be delivered by a vendor to each fluoridation facility in the form of a 23 percent solution of FSA. In most cases, on-site storage of 35 day’s supply is included. The delivered unit price is assumed to vary from $3.50 to $4.20 per pound of fluoride ion, for largest to smallest facilities covered by this study.

In the design phase each water source should be assessed for the need for caustic or other stabilizing chemicals to be fed along with the fluoride chemical. The costs of such possible additional treatments are not included herein. Coordination of fluoridation and other water treatment processes should, of course, also be investigated during design.

**Site-Specific Information.** Some basic technical information about each water supply source was requested from each of the water suppliers listed above. The purpose of this information was to tailor each cost estimate, albeit roughly, to the site-specific circumstances of each source. Most of the cost estimates herein are based on such site-specific information.

Cases where no (or incomplete) information was provided are noted. Best available data were obtained from on-line sources including water master plans, Water Agency annual reports, capital improvement plans, annual water quality reports, etc. It should be noted that estimates provided do not include right-of-way costs which are site specific.

**Construction Cost.** Each construction cost estimate represents expected construction bid prices in mid-2012 for construction, complete, of all fluoridation facilities required by a utility under one, or a few, contracts awarded to experienced general contractors.

Construction cost estimates are based on data from similar projects adjusted for price escalation and major scope differences. The basic component for cost estimating is a complete and operable fluoridation facility constructed within an existing water production housing having adequate space, access, utilities, and Supervisory Control and Data Acquisition (SCADA) service to the new fluoride system. The minimum construction cost for such a basic facility at a well station is about $100,000. Additional amounts are added for upsizing and additional components or space required on a site-specific basis.

**Expected Capital Cost.** Expected project capital cost is the estimated construction cost (defined above) plus these allowances:

Engineering, including all planning, engineering, and other professional technical services required (except 2, below) during all phases of the project. An allowance of 20 percent of estimated construction cost is made.

Construction management services, including management of bidding, awards and payments, inspection and testing of construction, and system startups. An allowance of 20 percent of estimated construction cost is made.
Program management, including scoping, contracting, regulatory and permitting coordination, financing, legal, and public information. An allowance of 10 percent of estimated construction cost is made.

In total, these additional components of capital cost (allowances) add 50 percent to the estimated project construction cost, and the resulting total is termed the “Expected Capital Cost”.

**Total Planning-Level Capital Cost.** Finally, a Total Planning-level Capital Cost is presented. This is the Expected Capital Cost (defined above) plus a 30 percent allowance for scoping and pricing contingencies. These are unanticipated items of work and unforeseen pricing changes. This contingency allowance can be reduced as the project proceeds toward completion.

**First-Year O&M Cost.** An estimate is given the expected first year (2013) actual cost of operation and maintenance (O&M) of the new fluoridation systems. This cost does not include depreciation or capital replacements or other long-term asset management factors. First-year O&M cost estimates herein do include:

Operating labor at a total unit cost of $80.00 per hour. In most cases, fluoridation system operation will be coordinated with other system operations for best efficiency. We assume an incremental labor requirement of about 300 hrs/yr for an individual well station, up to about 500 hours per year for a larger plant.

Non-routine maintenance and short term replacements; an annual allowance of 3 percent of estimated construction cost is made.

Utilities, supplies, and services other than fluoride chemical; an annual allowance of 3 percent of estimated construction cost is made.

Fluoride chemical. Purchase of fluorosilicic acid (FSA) to treat annual water production of each facility to a finished fluoride concentration of 0.7 mg/L. FSA purchase assumptions are outlined above.

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28 Estimates were prepared at .7 mg/L. Current CDC recommendation is .7 mg/L.
COUNTY OF SONOMA
AGREEMENT FOR SERVICES

This agreement ("Agreement"), dated as of ______________, 2013 ("Effective Date") is by and between the County of Sonoma, a political subdivision of the State of California (hereinafter "County"), and Community Action Partnership of Sonoma County, a non-profit public benefit corporation (hereinafter "Contractor").

RECITALS

WHEREAS, Contractor represents that it is a duly qualified community-based organization, experienced in oral health issues and coordination and convening of the Sonoma County Oral Health Access Coalition and related services; and

WHEREAS, in the judgment of the Sonoma County Board of Supervisors, it is necessary and desirable to enter into this agreement with Contractor to provide the services set forth in Exhibit A.

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

AGREEMENT

1. Scope of Services.

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

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

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

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

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

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

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

For all services and incidental costs required hereunder, Contractor shall be paid a total amount of $90,000, regardless of the number of hours or length of time necessary for Contractor to complete the services. Contractor shall not be entitled to any additional payment for any expenses incurred in completion of the services required under Section 1.1. Under no circumstances shall the total payments to Contractor under this Agreement exceed $90,000.

A breakdown of costs used to derive the total payment amount, including but not limited to hourly rates, estimated travel expenses and other applicable rates, is specified in Exhibits B.1 and B.2 (Budget), attached hereto and incorporated herein by this reference.

Upon completion of the work, Contractor shall submit its bill[s] for payment in a form approved by County’s Auditor and the Head of the County Department receiving the services. The bill[s] shall identify the services completed and the amount charged.

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

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

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

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

3. Term of Agreement. The term of this Agreement shall be from January 1, 2013 to December 31, 2014 unless terminated earlier in accordance with the provisions of Article 4 below.

4. Termination.

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

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

4.3 Delivery of Work Product and Final Payment Upon Termination. In the event of termination, Contractor, within 14 days following the date of termination, shall deliver to County all materials and work product subject to Section 9.11 (Ownership and Disclosure of Work Product) and shall submit to County an invoice showing the services performed, hours worked, and copies of receipts for reimbursable expenses up to the date of termination.

4.4 Payment Upon Termination. Upon termination of this Agreement by County, Contractor shall be entitled to receive as full payment for all services satisfactorily rendered and expenses incurred hereunder, an amount which bears the same ratio to the total payment specified in the Agreement as the services satisfactorily rendered hereunder by Contractor bear to the total services otherwise required to be performed for such total payment; provided, however, that if services which have been satisfactorily rendered are to be paid on a per-hour or per-day basis, Contractor shall be entitled to receive as full payment an amount equal to the number of hours or days actually worked prior to the termination times the applicable hourly or daily rate; and further provided, however, that if County terminates the Agreement for cause pursuant to Section 4.2, County shall deduct from such amount the amount of damage, if any, sustained by County by virtue of the breach of the Agreement by Contractor.
4.5 Authority to Terminate. The Board of Supervisors has the authority to terminate this Agreement on behalf of the County. In addition, the Purchasing Agent or Health Services Department Head, in consultation with County Counsel, shall have the authority to terminate this Agreement on behalf of the County.

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

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

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

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

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

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


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

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

9.3 No Suspension or Debarment. Contractor warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Contractor also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration. If the Contractor becomes debarred, Contractor has the obligation to inform the County.

9.4 Taxes. Contractor agrees to file federal and state tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement and shall be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes. Contractor agrees to indemnify and hold County harmless from any liability which it may incur to the United States or to the State of California as a consequence of Contractor's failure to pay, when due, all such taxes and obligations. In case County is audited for compliance regarding any withholding or other applicable taxes, Contractor agrees to furnish County with proof of payment of taxes on these earnings.
9.5 **Records Maintenance.** Contractor shall keep and maintain full and complete documentation and accounting records concerning all services performed that are compensable under this Agreement and shall make such documents and records available to County for inspection at any reasonable time. Contractor shall maintain such records for a period of four (4) years following completion of work hereunder.

9.5.1 **Right to Audit, Inspect and Copy Records.** Contractor agrees to permit County and any authorized state or federal agency to audit, inspect and copy all records, notes and writings of any kind in connection with the services provided by Contractor under this Agreement, to the extent permitted by law, for the purpose of monitoring the quality and quantity of services, accessibility and appropriateness of services, and ensuring fiscal accountability. All such audits, inspections, and copying shall occur during normal business hours. Upon request, Contractor shall supply copies of any and all such records to County. Failure to provide the above noted documents requested by county within the requested time frame indicated may result in County withholding payments due under this Agreement. In those situations required by applicable law(s), Contractor agrees to obtain necessary releases to permit county or governmental or accrediting agencies to access patient medical records.

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

9.7 **Statutory Compliance.** Contractor agrees to comply with all applicable federal, state and local laws, regulations, statutes and policies applicable to the services provided under this Agreement as they exist now and as they are changed, amended or modified during the term of this Agreement.

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

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

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

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

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

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

9.14 Compliance with County Policies and Procedures. Contractor agrees to comply with all County policies and procedures as they may relate to services provided hereunder.

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

9.16 Work Plan/Reports. Within 60 days of executing this Agreement, Contractor shall prepare and provide to County an Oral Health Work Plan detailing how Contractor will perform the services specified in Section 1.1 of this Agreement. Within 30 days of the end of calendar
year 2013 and calendar year 2014, Contractor shall prepare and provide to County a Year End Progress Report concerning the performance of the services required under Section 1.1 of this Agreement. Failure of Contractor to provide the reports required under this Section 9.16 may result in non-payment or delay in payment of services.

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

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

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

TO: COUNTY: Dr. Lynn Silver Chalfin
Sonoma County Health Officer
Sonoma County Department of Health Services
3313 Chanate Road
Santa Rosa, CA 95404
(707) 565-4806
Lynn.Silver@sonoma-county.org

TO: CONTRACTOR: Oscar Chavez
Executive Director
Community Action Partnership of Sonoma County
1300 N. Dutton Avenue
Santa Rosa, CA 95401
(707) 544-6911
ochavez@capsonoma.org

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


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

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

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

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

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

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

13.7 Merger. This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to Code of Civil Procedure Section 1856. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.
13.8. **Survival of Terms.** All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

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

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

**CONTRACTOR:**

________________________________________________ Date ___________________

Oscar Chavez, Executive Director
Community Action Partnership of Sonoma County

**COUNTY OF SONOMA:**

________________________________________________ Date ___________________

Rita Scardaci, MPH, Director
Department of Health Services

Certificates of Insurance on File with and Approved as to Substance:

________________________________________________ Date ___________________

Division Director or Designee
### Exhibit A

**Sonoma County Oral Health Access Coalition**

**Scope of Work – January 1, 2013 through December 31, 2014**

<table>
<thead>
<tr>
<th>Goal</th>
<th>Activity</th>
<th>Timeframe</th>
<th>Staff</th>
</tr>
</thead>
<tbody>
<tr>
<td>Continue, expand, and lead a coalition of dental health providers,</td>
<td>• Coordinate and convene at least bimonthly SCOHAC Steering Committee</td>
<td>At least bimonthly and</td>
<td>Dr. Susan Cooper, DDS, SCOHAC Chairperson</td>
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<td>CBOs, medical providers, and representatives of the educational</td>
<td>meetings of collaborative key stakeholders</td>
<td>quarterly meetings</td>
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<td>systems, local government and the private sector.</td>
<td>• Coordinate and convene quarterly meetings of whole committee</td>
<td>1/1/13-12/31/14</td>
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<td></td>
<td>• Coordinate and convene meetings of the Oral Health Taskforce</td>
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<td>Increase awareness of importance of preventative and perinatal oral</td>
<td>Promote oral health and increase access through community advocacy:</td>
<td>1/1/13-12/31/14</td>
<td>Dr. Susan Cooper, DDS, Community Action CHWs and</td>
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<tr>
<td>health and educate on public policy which can promote oral health</td>
<td>• Presentations at public meetings (BOS)</td>
<td></td>
<td>SCOHAC members</td>
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<td>including water fluoridation and sealants</td>
<td>• Give Kids a Smile Event</td>
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<td></td>
<td>• Perinatal Oral Health education</td>
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<td></td>
<td>• Educational presentations for healthcare providers, Sutter Hospital</td>
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<td></td>
<td>Family Practice Residents and SRJC Nursing students</td>
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<td></td>
<td>• Santa Rosa Junior College Dental Clinic</td>
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<td></td>
<td>• WIC Dental Days</td>
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<td></td>
<td>• Mommy &amp; Me Program for WIC enrollees</td>
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<td>Work with SHOHAC and the Sonoma County Oral Health Taskforce to</td>
<td>Work with SHOHAC and the Oral Health Taskforce to identify opportunities</td>
<td>1/1/13-12/31/14</td>
<td>SCOHAC members; Sonoma County Oral Health</td>
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<tr>
<td>develop and implement a collaborative model that aligns strategic</td>
<td>to integrate objective and functions.</td>
<td></td>
<td>Taskforce members</td>
</tr>
<tr>
<td>objectives and functions.</td>
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<td>Through SCOHAC partnerships, increase access to preventative care</td>
<td>• St. Joseph Mobile Dental Clinic</td>
<td>1/1/13-12/31/14</td>
<td>SCOAHAC partner dental treatment agencies and</td>
</tr>
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<td>and oral health services for underserved children and pregnant</td>
<td>• PDI Surgery Center</td>
<td></td>
<td>organizations</td>
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<tr>
<td>women</td>
<td>• Redwood Empire Dental Society</td>
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<td></td>
<td>• SRJC Dental Clinic</td>
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<td>Through SCOHAC partnerships, develop and design a financially</td>
<td>• Sonoma County Schools</td>
<td>1/1/13-12/31/14</td>
<td>SCOHAH partner dental treatment</td>
</tr>
<tr>
<td>Goal</td>
<td>Activity</td>
<td>Timeframe</td>
<td>Staff</td>
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| sustainable dental sealant model that can be replicated/implemented in Sonoma County elementary and middle schools with the goal of increasing access to dental sealants for underserved populations in Sonoma County. | • St. Joseph Mobile Dental Clinic  
• PDI Surgery Center  
• Redwood Empire Dental Society  
• SRJC Dental Clinic  
• Senior care facilities | | agencies, schools, senior care facilities and other organizations |
| Increase access to oral health care for underinsured and uninsured children | • Recruit volunteers for community dental access events (Give Kids a Smile)  
• Recruit volunteer dentists to provide no-cost urgent dental care | 1/1/13-12/31/14 | Dr. Susan Cooper, SOHAC members and Community Action CHWs |
| Develop tools to track pediatric oral health care | • Test the use of local data from state mandated kindergarten dental exams as a surveillance tool  
• Implement a universal oral health tracking tool for families (similar to vaccination record) | 1/1/13-12/31/14 | Dr. Susan Cooper, SOHAC members |
| Design, organize and implement a 2013 Sonoma Smile Survey | • Design, organize and implement a 2013 Sonoma Smile Survey as described in Attachment A.1 attached hereto and incorporated into this Exhibit A by reference. | 1/1/13-12/31/14 | Dr. Susan Cooper SOHAC partner dental treatment agencies, schools, and other organizations |
| Plan one oral health community event | • Hold one community event, honoring Oral Health Champions and promoting Oral Health and the programs working towards solutions. | 1/1/13-12/31/14 | Dr. Susan Cooper SOHAC members; Sonoma County Oral Health Taskforce; Community partners |
Introduction and History

During the 2008-2009 school year, oral health screenings were completed at randomly selected elementary schools throughout Sonoma County. Fifteen elementary schools were selected (Table 1). One school declined to participate and one school only allowed us to screen kindergarten students. A trained dental examiners completed all of the screenings using the diagnostic criteria developed and published by the Association of State and Territorial Dental Directors (*Basic Screening Surveys: An Approach to Monitoring Community Oral Health*, www.astdd.org). Four oral health indicators were collected for each child screened – presence of decayed teeth, presence of filled teeth, presence of dental sealants, and treatment urgency. Only those children that returned a positive consent form were screened.

Data analysis was completed using SAS 9.1 (Cary, NC). Data obtained through the oral health screening has been adjusted to account for both the sampling scheme and non-response.

The *Sonoma County Smile Survey* screened 808 kindergarten and 675 3rd grade children; 82% of students enrolled in the 15 sample schools. About half of the children screened were male, 56% were Hispanic and 32% were white non-Hispanic. (*Sonoma Smile Survey 2009*)

<table>
<thead>
<tr>
<th>SCHOOL NAME</th>
<th>SCHOOL DISTRICT</th>
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<tbody>
<tr>
<td>Live Oak Charter</td>
<td>Petaluma City Elementary</td>
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<tr>
<td>Liberty Elementary</td>
<td>Liberty Elementary</td>
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<tr>
<td>Mary Collins School at Cherry</td>
<td>Petaluma Joint Union High</td>
</tr>
<tr>
<td>Oak Grove Elementary</td>
<td>Oak Grove Union Elementary</td>
</tr>
<tr>
<td>Valley Vista Elementary</td>
<td>Petaluma City Elementary</td>
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<tr>
<td>Olivet Elementary</td>
<td>Piner-Olivet Union Elementary</td>
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<tr>
<td>Miwok Valley Elementary</td>
<td>Old Adobe Union Elementary</td>
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<tr>
<td>Brook Hill Elementary</td>
<td>Santa Rosa Elementary</td>
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<tr>
<td>John Reed Elementary</td>
<td>Cotati-Rohnert Park Unified</td>
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<td>Jefferson Elementary</td>
<td>Cloverdale Unified</td>
</tr>
<tr>
<td>Monte Rio Elementary</td>
<td>Monte Rio Union Elementary</td>
</tr>
<tr>
<td>Meadow View Elementary</td>
<td>Bellevue Union Elementary</td>
</tr>
<tr>
<td>Sheppard Elementary</td>
<td>Roseland Elementary</td>
</tr>
<tr>
<td>Helen M. Lehman Elementary</td>
<td>Santa Rosa Elementary</td>
</tr>
<tr>
<td>Abraham Lincoln Elementary</td>
<td>Santa Rosa Elementary</td>
</tr>
</tbody>
</table>
These schools were selected by the project consultant, epidemiologist. A range of schools was selected depending on the percentage of children eligible for school lunch program. The range was from 2% to 98% FRL. Schools from Sonoma and Healdsburg were not selected. Only one examiner, Susan Cooper DDS was used for consistency in recording findings. Community Action Partnership organized and implemented the project.

**2013 Sonoma Smile Survey Project Components:**
Contractor agrees to design, organize and implement a 2013 Sonoma Smile Survey that includes the following project components:

- Contractor shall provide the Sonoma County Health Officer for his/her review and approval a detailed work plan to design, organize and implement the 2013 Sonoma Smile Survey (2013 Smile Survey).
- Contractor shall conduct the 2013 Smile Survey in the schools listed in Table 1 above and elementary and middle schools located in the cities of Healdsburg and Sonoma.
- County shall provide epidemiologist to assist Contractor in the design of the 2013 Smile Survey project.
- Contractor shall conduct the 2013 Smile Survey in the beginning of the 2013-2014 school year.
- Contractor shall use one examiner for consistency in findings.
- Contractor shall obtain positive consent from all parents/guardians of children who participate in the 2013 Smile Survey.
- Contractor shall engage school nurses to assist in the dental screenings and obtaining the return of consent forms.
- Contractor shall ensure that all survey staff are trained in case management and can assist the nurses with referral for urgent cases.
- Contractor shall design the survey in a way that provides more information than the 2008-2009 Sonoma Smile Survey and provide more in depth analysis on whether WIC and other disease prevention and intervention programs are improving the oral health of children in Sonoma County. including but not limited to collecting:
  - Number of restorations on each child
  - Has child been through WIC program (can compare this cohort with non WIC participants)
- Use iPad application for more complex data collection.
## Community Action Partnership of Sonoma County
### Sonoma County Oral Health Access Coalition
### Line Item Budget ¹
#### 1/1/13-12/31/14

<table>
<thead>
<tr>
<th>Line Item</th>
<th>Cost</th>
<th>Detail</th>
</tr>
</thead>
<tbody>
<tr>
<td>Salaries</td>
<td>$39,208</td>
<td>Dr. Susan Cooper: 13 hrs/week for 104 weeks @ $29.00 per hour</td>
</tr>
<tr>
<td>Benefits</td>
<td>$4,824</td>
<td>WC, FICA, SUI &amp; 401k</td>
</tr>
<tr>
<td>Office Supplies</td>
<td>$720</td>
<td>Misc. office and computer supplies</td>
</tr>
<tr>
<td>Printing</td>
<td>$1,200</td>
<td>Promotional &amp; marketing materials</td>
</tr>
<tr>
<td>Meeting supplies</td>
<td>$4,900</td>
<td>24 monthly, 8 quarterly meetings, biannual community event: Copies,</td>
</tr>
<tr>
<td></td>
<td></td>
<td>printing, food and misc.</td>
</tr>
<tr>
<td>Office space and</td>
<td>$3,020</td>
<td>Telecommunications, occupancy, maintenance, utilities, postage,</td>
</tr>
<tr>
<td>operational</td>
<td></td>
<td>liability insurance, audit</td>
</tr>
<tr>
<td><strong>SUBTOTAL</strong></td>
<td><strong>$53,872</strong></td>
<td></td>
</tr>
<tr>
<td>Indirect</td>
<td>$6,128</td>
<td>Indirect cost rate</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>$60,000</strong></td>
<td></td>
</tr>
</tbody>
</table>

¹ Exhibit B.1 is the line item budget for all services listed in Exhibit A (Scope of Work) except the 2013 Smile Survey which is set forth in Exhibit B.2.
## Line Item Budget

### 1/01/2013 – 12/31/13

<table>
<thead>
<tr>
<th>Line Item</th>
<th>Cost</th>
<th>Detail</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Salaries</strong></td>
<td>$17,593</td>
<td>• Dr. Susan Cooper: Dental Advisor, 1 hr/week x $29.00 x 37 weeks</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Kathy Kane RDHAP: Project Manager, 8 hrs/wk x $28.00/hr x 37 weeks</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Kathy Kane RDHAP: Clinical examiner, 8 hrs/week for 10 weeks x $40.00/hr</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• CHW (bilingual) : Case management, data entry and admin support, 8 hrs/wk x 17.00/hour x 37 weeks</td>
</tr>
<tr>
<td><strong>Benefits</strong></td>
<td>$2,524</td>
<td>WC, FICA, SUI &amp; 401k</td>
</tr>
<tr>
<td><strong>Office Supplies</strong></td>
<td>$200</td>
<td>Misc. office</td>
</tr>
<tr>
<td><strong>Printing/Copying</strong></td>
<td>$500</td>
<td>Letters, forms</td>
</tr>
<tr>
<td><strong>Dental supplies</strong></td>
<td>$4,000</td>
<td>Fluoride varnish, toothbrushes, stickers, mouth mirrors, plastic bags,</td>
</tr>
<tr>
<td></td>
<td></td>
<td>hand sanitizer, barriers, surface disinfectants, etc. $2.00/child. 2000 children</td>
</tr>
<tr>
<td><strong>Office space and operational</strong></td>
<td>$1,671</td>
<td>Telecommunications, occupancy, maintenance, utilities, postage, liability insurance, audit</td>
</tr>
<tr>
<td><strong>Computer</strong></td>
<td>$143</td>
<td></td>
</tr>
<tr>
<td><strong>Travel</strong></td>
<td>$250</td>
<td>.50/mile</td>
</tr>
<tr>
<td><strong>SUBTOTAL</strong></td>
<td>26,881</td>
<td></td>
</tr>
<tr>
<td><strong>Indirect</strong></td>
<td>$3,119</td>
<td>Indirect cost rate @ 11.6%</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>30,000</strong></td>
<td></td>
</tr>
</tbody>
</table>
With respect to performance of work under this Agreement, Consultant shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain insurance as described below unless such insurance has been expressly waived by the attachment of a Waiver of Insurance Requirements. Any requirement for insurance to be maintained after completion of the work shall survive this agreement.

1. **Workers Compensation and Employers Liability Insurance**
   a. Required if Consultant has employees.
   b. Worker’s Compensation insurance with statutory limits as required by the Labor Code of the State of California.
   c. Employer's Liability with limits of 1,000,000 per Accident; 1,000,000 Disease per employee; 1,000,000 Disease per policy.
   d. **Required Evidence of Coverage:**
      i. Certificate of Insurance

   If Consultant currently has no employees, Consultant agrees to obtain the above-specified Worker’s Compensation and Employer's Liability insurance should any employees be engaged during the term of this Agreement or any extensions of the term.

2. **General Liability Insurance**
   a. Commercial General Liability Insurance on a standard occurrence form, no less broad than ISO form CG 00 01.
   b. Minimum Limits: 1,000,000 per Occurrence; 2,000,000 General Aggregate; 2,000,000 Products/Completed Operations Aggregate.
   c. Consultant shall disclose any deductible or self-insured retention in excess of $25,000 and such deductible or self-insured retention must be approved in advance by County. Consultant is responsible for any deductible or self-insured retention.
   d. **County of Sonoma, its Officers, Agents and Employees** shall be additional insureds for liability arising out of operations by or on behalf of the Consultant in the performance of this agreement.
   e. The insurance provided to County, et al. as additional insureds shall apply on a primary and non-contributory basis with respect to any insurance or self-insurance program maintained by them.
   f. The policy definition of “insured contract” shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard (broad form contractual liability coverage including the “f” definition of insured contract in ISO form CG 00 01, or equivalent).
   g. The policy shall cover inter-insured suits between County and Consultant and include a “separation of insureds” or “severability” clause which treats each insured separately.
   h. **Required Evidence of Coverage:**
      i. Copy of the additional insured endorsement or policy language granting additional insured status, and
      ii. Certificate of Insurance.
3. **Automobile Liability Insurance**
   a. Minimum Limits: $1,000,000 combined single limit per accident.
   b. Coverage shall apply to all owned autos. If Consultant currently owns no autos, Consultant agrees to obtain such insurance should any autos be acquired during the term of this Agreement or any extensions of the term.
   c. Coverage shall apply to hired and non-owned autos.
   d. **Required Evidence of Coverage:**
      i. Certificate of Insurance.

4. **Standards for Insurance Companies**
   Insurers shall have an A.M. Best's rating of at least A:VII.

5. **Documentation**
   a. All required Evidence of Coverage shall be submitted prior to the execution of this Agreement. Consultant agrees to maintain current Evidence of Coverage on file with County for the required period of insurance. The name and address for Additional Insured endorsements and Certificates of Insurance is: **County of Sonoma, Department of Health Services - Contracting Unit, 3313 Chanate Road Santa Rosa, CA 95404.**
   b. Required Evidence of Coverage shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.
   c. Consultant shall provide immediate written notice if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.
   d. Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.

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

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

This agreement ("Agreement"), dated as of ________________, 2013 ("Effective Date") is by and between the County of Sonoma, a political subdivision of the State of California (hereinafter "County"), and California State University, Sacramento (hereinafter "Contractor").

RECEITALS

WHEREAS, Contractor represents that it is a duly qualified academic institution, experienced in facilitation and mediation services; and

WHEREAS, in the judgment of the Board of Supervisors, it is necessary and desirable to enter into this Agreement to utilize Contractor’s services to provide seamless coordination for the Fluoridation Project.

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

AGREEMENT

1. Scope of Services.

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

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

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

1.4 Assigned Personnel.

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

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

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

2. **Payment.** For all services and incidental costs required hereunder, Contractor shall be paid on a time and material/expense basis in accordance with the budget set forth in Exhibit A, provided, however, that total payments to Contractor shall not exceed $54,936, without the prior written approval of County. Contractor shall submit its bills in arrears on a monthly basis in a form approved by County's Auditor and the Head of the County Department receiving the services. The bills shall show or include: (i) the task(s) performed; (ii) the time in quarter hours devoted to the task(s); (iii) the hourly rate or rates of the persons performing the task(s); and (iv) copies of receipts for reimbursable materials/expenses, if any. Expenses not expressly authorized by the Agreement shall not be reimbursed.

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

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

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

2.1 **Maximum Payment Obligations.** In no event shall county be obligated to pay Contractor more than the total sum of Fifty Four Thousand Nine Hundred and Thirty Six Dollars ($54,936).
2.2 **Overpayment.** If County overpays Contractor for any reason, Contractor agrees to return the amount of such overpayment to County or at County’s option, permit County to offset the amount of such overpayment against future payments owed to Contractor under this Agreement or any other agreement.

3. **Term of Agreement.** The term of this Agreement shall be from March 1, 2013 to June 30, 2015 unless terminated earlier in accordance with the provisions of Article 4 below.

4. **Termination.**

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

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

   4.3 **Delivery of Work Product and Final Payment Upon Termination.** In the event of termination, Contractor, within 14 days following the date of termination, shall deliver to County all materials and work product subject to Section 9.11 (Ownership and Disclosure of Work Product) and shall submit to County an invoice showing the services performed, hours worked, and copies of receipts for reimbursable expenses up to the date of termination.

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

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

   4.6 **Obligations After Termination.** The following shall remain in full force and effect after termination of this Agreement: (1) Article 5, Indemnification; (2) Section 9.5, Records Maintenance; (3) Section 9.5.1, Right to Audit, Inspect and Copy Records; (4) Section 9.5.2 Audit; (5) Section 9.15, Confidentiality; and (6) Section 13.5, Applicable Law and Forum.

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

5. **Indemnification.**

   a. County shall defend, indemnify and hold Contractor, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys’ fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys’ fees, or claims for injury or damages are caused by or result from negligent or intentional acts or omissions of County, its officers, employees or agents.

   b. Contractor shall defend, indemnify and hold County, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys’ fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys’ fees, or claims for injury or damages are caused by or result from negligent or intentional acts or omissions of the Contractor, its officers, employees or agents.

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

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

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

9. **Representations of Contractor.**

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

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

9.3 No Suspension or Debarment. Contractor warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Contractor also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration. If the Contractor becomes debarred, Contractor has the obligation to inform the County.

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

9.5 Records Maintenance. Contractor shall keep and maintain full and complete documentation and accounting records concerning all services performed that are compensable under this Agreement and shall make such documents and records available to County for inspection at any reasonable time. Contractor shall maintain such records for a period of seven (7) years following completion of work hereunder.

9.5.1 Right to Audit, Inspect and Copy Records. Contractor agrees to permit County and any authorized state or federal agency to audit, inspect and copy all records, notes and writings of any kind in connection with the services provided by Contractor under this Agreement, to the extent permitted by law, for the purpose of monitoring the quality and quantity of services, accessibility and appropriateness of services, and ensuring fiscal accountability. All such audits, inspections, and copying shall occur during normal business hours. Upon request, Contractor shall supply copies of any and all such records to County. Failure to provide the above noted documents requested by county within the requested time frame indicated may result in County withholding payments due under this Agreement. In those situations required by applicable law(s), Contractor agrees to obtain necessary releases to permit county or governmental or accrediting agencies to access patient medical records.

9.5.2 Audits. Contractor agrees that all expenditures of state and federal funds furnished to the Contractor pursuant to this Agreement are subject to audit by County, State and/or Federal
agencies. County agrees to provide fourteen (14) days notice of intent of County to audit Contractor. Contractors subject to the Single Audit Act of 1984 and Single Audit Act Amendments of 1996 shall annually submit an independent audit conforming to OMB Circular A-133, which applies to non-profit organizations.

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

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

9.5.2.3 Repayment. Contractor is responsible for the repayment of all audit exceptions and disallowances taken by County, State or Federal agencies related to service provided by Contractor under this Agreement. Where allowable costs have been claimed and reimbursed, they will be returned to the program that reimbursed the unallowable cost either by cash refund or by offset to subsequent claims.

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

9.7 Statutory Compliance. Contractor agrees to comply with all applicable federal, state and local laws, regulations, statutes and policies applicable to the services provided under this Agreement as they exist now and as they are changed, amended or modified during the term of this Agreement.

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

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

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

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

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

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

9.14 Compliance with County Policies and Procedures. Contractor agrees to comply with all County policies and procedures as they may relate to services provided hereunder.

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

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

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

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

TO: COUNTY:
County Of Sonoma (DHS)
Contract & Board Item Development Unit
3313 Chanate Road
Santa Rosa, CA 95404

TO: CONTRACTOR:
Contracts Office
Center for Collaborative Policy
815 S Street, First Floor
Sacramento, CA 95811
Email: contracts@ccp.csus.edu
Phone: (916) 445-2079, Main (916) 341-3325 Direct

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


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

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

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

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

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

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

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

13.9 Time of Essence. Time is and shall be of the essence of this Agreement and every provision hereof.
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

CONTRACTOR:

__________________________________________ Date ______________________

COUNTY OF SONOMA:

__________________________________________ Date ______________________

Rita Scardaci, MPH, Director
Department of Health Services

Certificates of Insurance on File with and Approved as to Substance:

__________________________________________ Date ______________________

Division Director or Designee

Approved as to Form:

[Signature]
County Counsel

Date 01/13/13
### Scope of Work and Budget

<table>
<thead>
<tr>
<th>Task Descriptions</th>
<th>Summary</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Professional Services</strong></td>
<td></td>
</tr>
</tbody>
</table>
| **Task 1: Facilitate 4 Advisory Committee Mtgs** | Managing Senior Mediator-1 hr@ $188  
Senior Mediator-89 hr @ $178  
Admin Support-3hr @$70 |
| Review background info and calls with members  
Hold prep calls w/ staff and members  
Design agenda and facilitate up to 4 meetings  
Document meeting outcomes and complete follow-up | $16,240.00 |
| **Subtotal Task 1** | |
| **Task 2: Facilitate up to 12 Stakeholder Mtgs** | Managing Senior Mediator-3 hr@ $188  
Senior Mediator-204 hr @ $178  
Admin Support-3hr @$70 |
| Meet w/staff initially and then conduct intro calls  
Hold 1 call/meeting with staff to plan meetings  
Draft agenda and review materials  
Facilitate 2-hour meetings and complete follow-up work | $37,086.00 |
| **Subtotal 2** | $53,326.00 |
| **Total Professional Services** | |
| **Other Direct Costs-Travel** | 20 trips @140 miles/trip |
| Mileage | $1,400.00 |
| **Subtotal Other Direct Cost** | $1,400.00 |
| **Administrative Fee %15** | $210.00 |
| **Estimated Not-to-Exceed Budget** | $54,936.00 |
County of Sonoma Contract Insurance Requirements

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

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

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

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

2. General Liability Insurance
   a. Commercial General Liability Insurance on a standard occurrence form, no less broad than Insurance Services Office (ISO) form CG 00 01.
   b. Minimum Limits: $1,000,000 per Occurrence; $2,000,000 General Aggregate; $2,000,000 Products/Completed Operations Aggregate. The required limits may be provided by a combination of General Liability Insurance and Commercial Umbrella Liability Insurance. If Consultant maintains higher limits than the specified minimum limits, County requires and shall be entitled to coverage for the higher limits maintained by Consultant.
   c. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds $25,000 it must be approved in advance by County. Consultant is responsible for any deductible or self-insured retention and shall fund it upon County’s written request, regardless of whether Consultant has a claim against the insurance or is named as a party in any action involving the County.
   d. County of Sonoma, its Officers, Agents and Employees shall be additional insureds for liability arising out of operations by or on behalf of the Consultant in the performance of this agreement.
   e. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
   f. The policy definition of “insured contract” shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard (broad form contractual liability coverage including the “f” definition of insured contract in ISO
form CG 00 01, or equivalent).

The policy shall cover inter-insured suits between County and Consultant and include a “separation of insureds” or “severability” clause which treats each insured separately.

Required Evidence of Insurance:
   i. Copy of the additional insured endorsement or policy language granting additional insured status; and
   ii. Certificate of Insurance.

3. Automobile Liability Insurance
   a. Minimum Limits: $1,000,000 combined single limit per accident.
   b. Insurance shall apply to all owned autos. If Consultant currently owns no autos, Consultant agrees to obtain such insurance should any autos be acquired during the term of this Agreement or any extensions of the term.
   c. Insurance shall apply to hired and non-owned autos.
   d. Required Evidence of Insurance: Certificate of Insurance.

4. Standards for Insurance Companies
   Insurers shall have an A.M. Best's rating of at least A:VII.

5. Documentation
   a. All required Evidence of Insurance shall be submitted prior to the execution of this Agreement. Consultant agrees to maintain current Evidence of Insurance on file with County for the entire term of this Agreement and any additional periods if specified in Sections 1, 2 or 3 above.
   b. The name and address for Additional Insured endorsements and Certificates of Insurance is: County of Sonoma (DHS), Contract & Board Item Development Unit, 3313 Chanate Road, Santa Rosa, CA 95404.
   c. Required Evidence of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.
   d. Consultant shall provide immediate written notice if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.
   e. Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.

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

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

This agreement ("Agreement"), dated as of ______________, 2013 ("Effective Date") is by and between the County of Sonoma, a political subdivision of the State of California (hereinafter "County"), and The Lew Edwards Group (hereinafter "Contractor").

RECITALS

WHEREAS, Contractor represents that it is duly qualified and experienced in the development of public education and communications campaigns and related services; and

WHEREAS, in the judgment of the Sonoma County Board of Supervisors, it is necessary and desirable to employ the services of Contractor to provide those services.

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

AGREEMENT

1. Scope of Services.

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

In the event of conflict between this Agreement and the Contractor’s proposal, this Agreement shall govern. Any inconsistencies between the Contractor’s proposal and this Agreement shall be resolved by giving precedence in the following order:

(a) Professional Services Agreement (excluding Exhibits).

(b) Professional Services Agreement - Exhibit A: Scope of Work.

(c) Professional Services Agreement – All other Exhibits.

(d) Contractor’s Proposal to Provide Communications Campaign Services Sonoma County – Department of Health Services Preventative Oral Health Project, submitted for the December 31st, 2012 Request for Proposal deadline.

(e) All other documents, presentations, exhibits, and attachments.

In cases where discrepancies between the aforementioned documents cannot be adequately resolved between County and Contractor, the matter shall be promptly submitted to the County of Sonoma County Counsel for a written determination. Any adjustment made by the Contractor without such a determination shall be at its own risk and expense.
1.2 Cooperation With County. Contractor shall cooperate with County and County staff in the performance of all work hereunder.

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

1.4 Assigned Personnel.

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

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

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

2. Payment.

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

For all services and incidental costs required hereunder, Contractor shall be paid on a time and material/expense basis in accordance with the budget set forth in Exhibit B, provided, however, that total payments to Contractor shall not exceed seventy thousand dollars ($70,000) without the prior written approval of County. Contractor shall submit its bills in arrears on a monthly basis in a form approved by County's Auditor and the Head of the County Department receiving the services. The bills shall show or include: (i) the task(s) performed and (ii) copies of receipts for
reimbursable materials/expenses, if any. Expenses not expressly authorized by the Agreement shall not be reimbursed.

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

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

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

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

3. Term of Agreement. The term of this Agreement shall be from March 1, 2013 to December 31, 2013 unless terminated earlier in accordance with the provisions of Article 4 below.

4. Termination.

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

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

4.3 Delivery of Work Product and Final Payment Upon Termination. In the event of termination, Contractor, within 14 days following the date of termination, shall deliver to County all materials and work product subject to Section 9.11 (Ownership and Disclosure of Work
Product) and shall submit to County an invoice showing the services performed, hours worked, and copies of receipts for reimbursable expenses up to the date of termination.

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

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

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

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

5. Indemnification. Contractor agrees to accept all responsibility for loss or damage to any person or entity, including County, and to indemnify, hold harmless, and release County, its officers, agents, and employees, from and against any actions, claims, damages, liabilities, disabilities, or expenses, that may be asserted by any person or entity, including Contractor, that arise out of, pertain to, or relate to Contractor’s or its agents’, employees’, contractors’, subcontractors’, or invitees’ performance or obligations under this Agreement. Contractor agrees to provide a complete defense for any claim or action brought against County based upon a claim relating to such Contractor’s or its agents’, employees, contractors, subcontractors, or invitees performance or obligations under this Agreement. Contractor’s obligations under this Section apply whether or not there is concurrent negligence on County’s part, but to the extent required by law, excluding liability due to County’s conduct. County shall have the right to select its legal counsel at Contractor’s expense, subject to Contractor’s approval, which shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Contractor or its agents under workers’ compensation acts, disability benefits acts, or other employee benefit acts.
6. **Insurance.** With respect to performance of work under this Agreement, Contractor shall maintain and shall require all of its subcontractors, Contractors, and other agents to maintain insurance as described in Exhibit C, which is attached hereto and incorporated herein by this reference.

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

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

9. **Representations of Contractor.**

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

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

   9.3 **No Suspension or Debarment.** Contractor warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from
participation in covered transactions by any federal department or agency. Contractor also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration. If the Contractor becomes debarred, Contractor has the obligation to inform the County.

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

9.5 Records Maintenance. Contractor shall keep and maintain full and complete documentation and accounting records concerning all services performed that are compensable under this Agreement and shall make such documents and records available to County for inspection at any reasonable time. Contractor shall maintain such records for a period of seven (7) years following completion of work hereunder.

9.5.1 Right to Audit, Inspect and Copy Records. Contractor agrees to permit County and any authorized state or federal agency to audit, inspect and copy all records, notes and writings of any kind in connection with the services provided by Contractor under this Agreement, to the extent permitted by law, for the purpose of monitoring the quality and quantity of services, accessibility and appropriateness of services, and ensuring fiscal accountability. All such audits, inspections, and copying shall occur during normal business hours. Upon request, Contractor shall supply copies of any and all such records to County. Failure to provide the above noted documents requested by county within the requested time frame indicated may result in County withholding payments due under this Agreement. In those situations required by applicable law(s), Contractor agrees to obtain necessary releases to permit county or governmental or accrediting agencies to access patient medical records.

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

9.7 Statutory Compliance. Contractor agrees to comply with all applicable federal, state and local laws, regulations, statutes and policies applicable to the services provided under this Agreement as they exist now and as they are changed, amended or modified during the term of this Agreement.
9.8 Nondiscrimination. Without limiting any other provision hereunder, Contractor shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, pregnancy, disability, sexual orientation or other prohibited basis, including without limitation, the County’s Non-Discrimination Policy. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference.

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

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

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

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

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

9.14 Compliance with County Policies and Procedures. Contractor agrees to comply with all 
County policies and procedures as they may relate to services provided hereunder.

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

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

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

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

| TO: COUNTY: | County of Sonoma, Department of Health Services  
| Health Policy, Planning and Evaluation  
| 490 Mendocino Ave., Suite 202  
| Santa Rosa, CA 95401 |
| TO: CONTRACTOR: | The Lew Edwards Group  
| 5454 Broadway  
| Oakland, CA 94618  
| Phone: 510-594-0224  
| Fax: 510-420-0734 |

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


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

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

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

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

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

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

13.7 Merger. This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to Code of Civil Procedure Section 1856. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.
13.8. **Survival of Terms.** All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

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

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

**CONTRACTOR:**

[Signature]

Catherine Lew, President/CEO, The Lew Edwards Group

**COUNTY OF SONOMA:**

[Signature]

Rita Scardaci, MPH, Director
Department of Health Services

Certificates of Insurance on File with and Approved as to Substance:

[Signature]

Division Director or Designee

Date 2/1/13
EXHIBIT A – SCOPE OF WORK

The Lew Edwards Group (“Contractor”) will provide the following communications and opinion research services to the County of Sonoma related to its Department of Health Services Preventative Oral Health Campaign:

Detailed Work Plan
- Upon execution of this agreement, a detailed work plan including timelines for deliverables will be agreed to by both parties in writing.

Contractor Background Preparation
- Conduct background research
- Review existing communications vehicles, media clips, pertinent information

Project Management/Campaign Design/Ongoing Strategic Advice
- Convene kickoff meeting, assess campaign strengths/weaknesses/opportunities/threats
- Develop preliminary campaign plan/project benchmarks & timeline
  - Plan will recommend Implementation Strategies for the Campaign, including ways to target/disseminate the message externally utilizing community partners, social networking, media outlets and other strategies
  - Plan will recommend Rapid Response techniques to respond to changing nuances and misinformation, as needed
- Facilitate regularly-scheduled Campaign Planning sessions with designated County staff
- Continue to update/refine Campaign Timeline
- Develop meeting agendas, facilitate planning sessions, designate tasking
- Recommend additional Key Influential or Stakeholder participation as needed
  - Attend selected community partner meetings

Collateral Materials Development
- Recommend taglines
- Develop campaign logo (parties to designate limits on change-orders)
- Draft recommended informational messages and imagery
- Conduct up to two focus groups to assess effectiveness of messages/taglines/logo
  - Develop Focus Group protocols/discussion guide
  - Recruit participants
  - Provide transcripts and video (DVDs) to County
  - Revise and finalize Campaign Materials and messages based on Focus Group feedback
- Draft website copy (County IT will place finalized copy onto County website)
  - Recommend or draft posts on Facebook, Tweets/updates on Twitter and other Social Networking sites
  - Recommend where messages should be placed on additional County and partner websites or public communications vehicles (County staff to place on County vehicles and request of partners)
• Refine messages in other formats as needed, such as YouTube or Vimeo scripts, bill inserts, other
• Draft Opinion Leader Updates (County to develop/update their data base and mail letters)
• Draft Press Releases/Media Updates (County to disseminate)
• Develop Speakers’ Bureau Toolkit
  • Speaker’s Handbook
  • “Sticky QAs”
  • PowerPoint Presentation, Frequently Asked Questions handout
• Recommend Campaign Messengers and Target Audience(s)
• Conduct one Message Training

Campaign Assessment
• Conduct exit Assessment meeting to evaluate Campaign, including strengths, areas to improve, recommendations for future campaigns
• Provide recommendations for future campaigns
EXHIBIT B – BUDGET

This compensation schedule presumes an initial project period from March 1, 2013 through December 31, 2013. The Not-to-Exceed amount for this Agreement is Seventy Thousand Dollars ($70,000).

1. **Professional Consulting Fees**: Contractor’s professional consulting fee for the initial project period is Fifty Thousand Dollars ($50,000) payable as follows:

   o Five Thousand Dollars ($5,000) per month due and payable per invoice on the last business day of each month for the initial project period, commencing March 1, 2013 through December 31, 2013.

2. **Project Costs within Agreement**:

   o Cost of conducting two focus groups to assess preliminary campaign materials is Sixteen Thousand Dollars ($8,000 per focus group) due and payable upon providing final transcripts to County.

   o Cost of developing graphic campaign logo is Not-to-Exceed Four Thousand Dollars ($4,000) for providing two logo concepts and finalizing one of the concepts based on focus group assessments. The parties explicitly acknowledge that as this budget will not permit extensive or elaborate changes or revisions.

The amounts above do not include additional project costs that will incurred by the County, such as additional focus groups that may be desired by the County, additional graphics besides the logo, postage, duplication and/or printing, video production, or Spanish translation which are in addition to the costs designated in this Agreement and which should be budgeted for separately by the County as desired.
With respect to performance of work under this Agreement, Contractor shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain insurance as described below unless such insurance has been expressly waived by the attachment of a Waiver of Insurance Requirements. Any requirement for insurance to be maintained after completion of the work shall survive this agreement.

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

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

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

2. **General Liability Insurance**
   a. Commercial General Liability Insurance on a standard occurrence form, no less broad than Insurance Services Office (ISO) form CG 00 01.
   b. Minimum Limits: $1,000,000 per Occurrence; $2,000,000 General Aggregate; $2,000,000 Products/Completed Operations Aggregate.
   c. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds $25,000 it must be approved in advance by County. Contractor is responsible for any deductible or self-insured retention and shall fund it upon County’s written request, regardless of whether Contractor has a claim against the insurance or is named as a party in any action involving the County.
   d. **County of Sonoma, its Officers, Agents and Employees** shall be additional insureds for liability arising out of operations by or on behalf of the Contractor in the performance of this agreement.
   e. The insurance provided to the additional insureds shall apply on a primary and non-contributory basis with respect to any insurance or self-insurance program maintained by them.
   f. The policy definition of “insured contract” shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard (broad form contractual liability coverage including the “f” definition of insured contract in ISO form CG 00 01, or equivalent).
   g. The policy shall cover inter-insured suits between County and Contractor and include a “separation of insureds” or “severability” clause which treats each insured separately.
h. Required Evidence of Insurance:
   i. Copy of the additional insured endorsement or policy language granting additional insured status; and
   ii. Certificate of Insurance.

3. Automobile Liability Insurance
   a. Minimum Limits: $1,000,000 combined single limit per accident.
   b. Insurance shall apply to all owned autos. If Contractor currently owns no autos, Contractor agrees to obtain such insurance should any autos be acquired during the term of this Agreement or any extensions of the term.
   c. Insurance shall apply to hired and non-owned autos.
   d. Required Evidence of Coverage: Certificate of Insurance.

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

5. Standards for Insurance Companies
   Insurers shall have an A.M. Best's rating of at least A:VII.

6. Documentation
   a. All required Evidence of Insurance shall be submitted prior to the execution of this Agreement. Contractor agrees to maintain current Evidence of Insurance on file with County for the entire term of this Agreement and any additional periods if specified in Sections 1 – 4 above.
   b. The name and address for Additional Insured endorsements and Certificates of Insurance is: County of Sonoma, Department of Health Services, Contracting Unit, 3313 Chanate Rd, Santa Rosa, CA 95404.
   c. Required Evidence of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.
   d. Contractor shall provide immediate written notice if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.
   e. Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.
7. **Policy Obligations**
   Contractor's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

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

This agreement ("Agreement"), dated as of ________________, 2013 ("Effective Date") is by and between the County of Sonoma, a political subdivision of the State of California (hereinafter "County"), and MWH Americas, Inc. (hereinafter "Contractor").

RECITALS

WHEREAS, Contractor represents that it is a duly qualified and licensed engineering firm, experienced in the preparation of water and fluoridation systems assessments and related services; and

WHEREAS, in the judgment of the Sonoma County Board of Supervisors, it is necessary and desirable to employ the services of Contractor for provide those services.

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

AGREEMENT

1. Scope of Services.

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

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

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

1.4 Assigned Personnel.

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

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

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

2. Payment.

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

For all services and incidental costs required hereunder, Contractor shall be paid on a time and material/expense basis in accordance with the budget set forth in Exhibit A, provided, however, that total payments to Contractor shall not exceed $102,970 without the prior written approval of County. Any balance remaining at the end of fiscal year 12-13 shall automatically be carried forward to the subsequent fiscal year. Contractor shall submit its bills in arrears on a monthly basis in a form approved by County's Auditor and the Head of the County Department receiving the services. The bills shall show or include: (i) the task(s) performed; (ii) the time in quarter hours devoted to the task(s); (iii) the hourly rate or rates of the persons performing the task(s); and (iv) copies of receipts for reimbursable materials/expenses, if any. Expenses not expressly authorized by the Agreement shall not be reimbursed.

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

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

If Contractor does not qualify, County requires that a completed and signed Form 587 be provided by the Contractor in order for payments to be made. If Contractor is qualified, then the County requires a completed Form 590. Forms 587 and 590 remain valid for the duration of the Agreement provided there is no material change in facts. By signing either form, the contractor agrees to promptly notify the County of any changes in the facts. Forms should be sent to the County pursuant to Article 12. To reduce the amount withheld, Contractor has the option to provide County with either a full or partial waiver from the State of California.
2.1 **Overpayment.** If County overpays Contractor for any reason, Contractor agrees to return the amount of such overpayment to County or at County’s option, permit County to offset the amount of such overpayment against future payments owed to Contractor under this Agreement or any other agreement.

3. **Term of Agreement.** The term of this Agreement shall be from March 1, 2013 to September 30, 2013 unless terminated earlier in accordance with the provisions of Article 4 below.

4. **Termination.**

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

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

   4.3 **Delivery of Work Product and Final Payment Upon Termination.** In the event of termination, Contractor, within 14 days following the date of termination, shall deliver to County all materials and work product subject to Section 9.10 (Ownership and Disclosure of Work Product) and shall submit to County an invoice showing the services performed, hours worked, and copies of receipts for reimbursable expenses up to the date of termination.

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

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

   4.6 **Obligations After Termination.** The following shall remain in full force and effect after termination of this Agreement: (1) Article 5, Indemnification; (2) Section 9.5, Records Maintenance; (3) Section 9.5.1, Right to Audit, Inspect and Copy Records; (4) Section 9.14, Confidentiality; and (5) Section 13.5, Applicable Law and Forum.

   4.7 **Change in Funding.** Contractor understands and agrees that County shall have the right to terminate this Agreement immediately upon written notice to Contractor in the event any state and/or federal agency and/or other funder(s) reduce, withhold or terminate funding which the County anticipated using to pay Contractor for services provided under this Agreement or County has exhausted all funds legally available for payments due under this Agreement.
5. Indemnification. Contractor agrees to accept all responsibility for loss or damage to any person or entity, including County, and to indemnify, hold harmless, and release County, its officers, agents, and employees, from and against any actions, claims, damages, liabilities, disabilities, or expenses, that may be asserted by any person or entity, including Contractor, that arise out of, pertain to, or relate to Contractor’s or its agents’, employees’, contractors’, subcontractors’, or invitees’ performance or obligations under this Agreement. Contractor agrees to provide a complete defense for any claim or action brought against County based upon a claim relating to such Contractor’s or its agents’, employees, contractors, subcontractors, or invitees performance or obligations under this Agreement. Contractor’s obligations under this Section apply whether or not there is concurrent negligence on County’s part, but to the extent required by law, excluding liability due to County’s conduct. County shall have the right to select its legal counsel at Contractor’s expense, subject to Contractor’s approval, which shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Contractor or its agents under workers’ compensation acts, disability benefits acts, or other employee benefit acts.

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

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

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


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

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

9.3 No Suspension or Debarment. Contractor warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Contractor also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration. If the Contractor becomes debarred, Contractor has the obligation to inform the County.

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

9.5 Records Maintenance. Contractor shall keep and maintain full and complete documentation and accounting records concerning all services performed that are compensable under this Agreement and shall make such documents and records available to County for inspection at any reasonable time. Contractor shall maintain such records for a period of seven (7) years following completion of work hereunder.

9.5.1 Right to Audit, Inspect and Copy Records. Contractor agrees to permit County and any authorized state or federal agency to audit, inspect and copy all records, notes and writings of any kind in connection with the services provided by Contractor under this Agreement, to the extent permitted by law, for the purpose of monitoring the quality and quantity of services, accessibility and appropriateness of services, and ensuring fiscal accountability. All such audits, inspections, and copying shall occur during normal business hours. Upon request, Contractor shall supply copies of any and all such records to County. Failure to provide the above noted documents requested by county within the requested time frame indicated may result in County withholding payments due under this Agreement. In those situations required by applicable law(s), Contractor agrees to obtain necessary releases to permit county or governmental or accrediting agencies to access patient medical records.

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

9.7 Statutory Compliance. Contractor agrees to comply with all applicable federal, state and local laws, regulations, statutes and policies applicable to the services provided under this Agreement as they exist now and as they are changed, amended or modified during the term of this Agreement.

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

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

9.10 Ownership and Disclosure of Work Product. All reports, original drawings, graphics, plans, studies, and other data or documents (“documents”), in whatever form or format, assembled or prepared by Contractor or Contractor’s subcontractors, Contractors, and other agents in connection with this Agreement shall be the property of County. County shall be entitled to immediate possession of such documents upon completion of the work pursuant to this Agreement. Upon expiration or termination of this Agreement, Contractor shall promptly deliver to County all such documents, which have not already been provided to County in such form or format, as County deems appropriate. Contractor will retain all right, title and interest in and to any pre-existing figures, drawings, analytical methods and analytical know-how, (including, but not limited to, modeling methodologies, analytical processes and techniques, and software tools) used by Contractor in connection with providing the Services (whether developed by Contractor or licensed by Contractor from any third party), as well as any new or improved analytical methods or analytical know-how developed by Contractor in the course of providing the Services (“Contractor Materials”). County shall retain a perpetual, non-transferable and royalty-free license to use Contractor Materials embodied or reflected in the Services. Any modification or reuse of the Contractor Materials without written verification or adaptation by Contractor for the specific purpose intended will be at Client’s sole risk and without liability or legal exposure to Contractor or to Contractor’s subcontractors and subconsultants. Nothing in this Paragraph 9.10 shall prevent County from use of Contractor Materials for any purpose including, but not limited to, any and all activities related to further assessment of fluoridation of Sonoma County water.

9.11 Authority. The undersigned hereby represents and warrants that he or she has authority to execute and deliver this Agreement on behalf of Contractor.
9.12 Sanctioned Employee. Contractor agrees that it shall not employ in any capacity, or retain as a subcontractor in any capacity, any individual or entity that is listed on either the Suspended and Ineligible Contractor List published by the California Department of Health Services, or any list published by the Federal Office of Inspector General regarding the sanctioning, suspension or exclusion of individuals or entities from the federal Medicare and Medicaid programs. Contractor agrees to periodically review said State and Federal lists to confirm the status of current employees, subcontractor and contractors. In the event Contractor does employ such individual(s) or entity(s), Contractor agrees to assume full liability for any associated penalties, sanctions, loss or damage that may be imposed on County by the Medicare or Medicaid programs.

9.13 Compliance with County Policies and Procedures. Contractor agrees to comply with all County policies and procedures as they may relate to services provided hereunder.

9.14 Confidentiality. Contractor agrees to maintain the confidentiality of all patient medical records and client information in accordance with all applicable state and federal laws and regulations. This Paragraph 9.14 shall survive termination of this Agreement.

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

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

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

TO: COUNTY: County of Sonoma, Department of Health Services
    Attn: Kim Caldewey
    3313 Chanate Road
    Santa Rosa, CA 95404

TO: CONTRACTOR: MWH Americas, Inc.
    2121 N. California Blvd, Suite 600
    Walnut Creek, CA 94596
    Phone: 925-627-4500, Fax: 925-627-4501
When a notice, bill or payment is given by a generally recognized overnight courier service, the notice, bill or payment shall be deemed received on the next business day. When a copy of a notice, bill or payment is sent by facsimile or email, the notice, bill or payment shall be deemed received upon transmission as long as (1) the original copy of the notice, bill or payment is promptly deposited in the U.S. mail and postmarked on the date of the facsimile or email (for a payment, on or before the due date), (2) the sender has a written confirmation of the facsimile transmission or email, and (3) the facsimile or email is transmitted before 5 p.m. (recipient’s time). In all other instances, notices, bills and payments shall be effective upon receipt by the recipient. Changes may be made in the names and addresses of the person to whom notices are to be given by giving notice pursuant to this paragraph.


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

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

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

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

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

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

13.7 Merger. This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to Code of Civil Procedure Section 1856. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.
13.8. **Survival of Terms.** All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

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

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

**CONTRACTOR:**

[Signature]

[Signature]

COUNTY OF SONOMA:

[Signature]

[Signature]

Certificates of Insurance on File with and Approved as to Substance:

[Signature]

[Signature]

Approved as to Form:

[Signature]

[Signature]
Project Background

The County of Sonoma Department of Health Services (DHS) has determined that dental disease is a major source of preventable suffering and expenditures for Sonoma County residents of all ages but particularly the County’s low income and minority residents. Consequently, the Community Health Assessment and the Sonoma County Smile Survey recommended water fluoridation as a primary means of preventing tooth decay and improving oral health.

Fluoridation of public water systems in California was first required in 1976. Current regulations state that systems serving more than 10,000 service connections must fluoridate unless the system does not receive sufficient funds from a source identified by the California Department of Public Health (CDPH) for capital and ongoing operations and maintenance costs.

As a water wholesaler, the Sonoma County Water Agency (SCWA) is not specifically required to fluoridate water produced at the Wohler and Mirabel Production Facilities and three wells in the Santa Rosa Plain. That responsibility lies with the retail entities. However, given that SCWA serves as a primary or supplemental water supply for about 600,000 people in Sonoma and Marin Counties, fluoridation of water produced by the agency would have a wide reach and could be more cost effective than having individual retailers fluoridate.

Given the need for improved dental health and the potential for reaching a large population of Sonoma County citizens, DHS has initiated this project to evaluate the technical and economic feasibility of adding fluoride to SCWA’s water supply. The following scope describes the services to be performed by MWH Americas, Inc. (Contractor) to develop a preliminary engineering design report for fluoridation of the SCWA drinking water supply which will provide the technical and economic information needed to enable DHS and the Sonoma County Board of Supervisors to make an informed decision on fluoridation (Project).

The work to be performed under this Agreement has been organized into four main tasks, as presented below.

Task 1. Project Management and Control

Timeframe: March 4, 2013 to June 7, 2013

The objective of this project management and control task is to manage resources such that the Project is executed in accordance with the terms of this Agreement and to communicate project progress and issues to the project team and stakeholders.

This task will involve the day-to-day administrative, technical, and financial management of Project activities. Contractor will maintain clear and frequent communication with DHS and others to reduce rework and produce deliverables on schedule and within budget. The primary elements of the project management task are:

- Schedule and budget control
- Quality assurance/quality control (QA/QC)
  - Prepare a Project QA/QC Plan
  - Establish technical review meetings
  - Assure compliance with the QA/QC Plan
• Coordinate with the DHS, SCWA and others regarding Project issues
• Overall management of the contracting team including staffing, resources, technical review of work products, preparing invoices, tracking financial performance, document control, and maintaining project files.

Contractor’s Project Manager will be responsible for implementing the work tasks within the established budgets and schedules. Project Manager will interact with the DHS and SCWA staff to fulfill the requirements of specific tasks and will be responsible for planning QA/QC activities.

Contractor will prepare a Project Execution Plan (PEP) and Work Breakdown Structure (WBS) to provide a concise outline of the scope of work. The WBS is the organizational framework by which Contractor’s Project Manager can create and display the breakout of project tasks/subtasks and deliverables, monitor and update progress made on specific tasks, review budgeted costs or revenues, and monitor earned value job progress parameters.

The PEP will summarize:
• Scope of Services
• Detailed schedule of work to be performed by Contractor
• Deliverables
• QA/QC activities as applicable
• Personnel to be assigned to the project
• Budget
• Schedule, with detailed activities to meet the schedule requirement

Contractor will monitor costs weekly and prepare monthly reports for DHS and SCWA that include summaries of work completed, QA/QC activities, earned value assessments (task percent complete vs. percent spent), and estimates to complete.

<table>
<thead>
<tr>
<th>Task 1 Budget Summary</th>
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<tbody>
<tr>
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</tr>
<tr>
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</tr>
<tr>
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<td>Certified Civil Engineer</td>
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<tr>
<td>Professional Engineer</td>
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<tr>
<td>Senior Designer</td>
</tr>
<tr>
<td>Administration</td>
</tr>
<tr>
<td><strong>Task Subtotals</strong></td>
</tr>
</tbody>
</table>

Deliverables: The following deliverables shall be submitted as part of Task 1. All documents will be delivered via e-mail in Portable Document Format (PDF) format.

• Project Execution Plan
• Work Breakdown Structure
• Monthly Reports
Task 2. Meetings

Timeframe: March 4, 2013 to November 3, 2013

Key team members from Contractor will conduct a kickoff meeting with DHS and SCWA to establish lines of communication, verify responsibilities, and confirm the Project mission, objectives, scope, and schedule. This meeting will also be used to discuss with SCWA staff design constraints and O&M issues associated with the potential fluoridation system. A site visit to the Mirabel and Wohler Production Facilities, River Road Chlorine and Corrosion Control Facility, and Santa Rosa Plain well sites will follow directly after the meeting. Contractor will provide a list of data needs at this meeting to expedite the process of data collection and review.

Contractor will attend three meetings/workshops to discuss and review the Preliminary Design Criteria TM, present the Preliminary Engineering Design Report conclusions, and review comments on the draft report.

Contractor will attend and make presentations at three additional meetings following completion of the final Preliminary Engineering Design Report:

1. Fluoridation Advisory Committee
2. Water Advisory Committee/Technical Advisory Committee
3. Board of Supervisors

| Task 2 Budget Summary |
|-----------------------|--------|--------|--------|
| Title                 | Key Personnel | Hourly Rate | Hours | Totals  |
| Project Manager       | Price    | $275    | 32    | $8,800 |
| Tech Assistant        | Taplin   | $225    | 0     | $0     |
| Professional Engineer | Salzman  | $180    | 32    | $5,760 |
| Certified Civil Engineer | Loucks | $225    | 0     | $0     |
| Professional Engineer | Gosse    | $150    | 0     | $0     |
| Senior Designer       |          | $120    | 0     | $0     |
| Administration        |          | $75     | 0     | $0     |
| **Task Subtotals**    |          |         | 64    | $14,560 |

Deliverables: The following deliverables shall be submitted as part of Task 2. All documents will be delivered via e-mail or other electronic form in PDF format as well as source files (MS Word, Excel, PowerPoint, etc.).

- Meeting agendas
- Meeting summaries
- Presentation materials

Task 3. Basis of Design

Timeframe: March 5, 2013 to April 1, 2013

The objective of this task is to outline and establish the basis of design for the fluoridation facilities. Contractor will obtain existing water quality, flow and facility data from SCWA and will review all existing treatment and production facilities information and drawings to determine a fluoridation system design and operation that provide the optimum safety, system performance and minimized capital and O&M costs to SCWA.
Three chemicals, sodium fluoride (NaF), sodium silicofluoride (NaSF), and hydrofluosilicic acid (HFA)—the most common compounds used for the fluoridation of drinking water—will be compared for applicability at the Agency's facilities. The goal would be to fluoridate as closely as possible to the new recommendations for 0.7 mg/L to the greatest extent feasible. Contractor will recommend the most appropriate chemical form to be used at each of SCWA’s water supply facilities. As part of this task, Contractor will evaluate whether to construct a single fluoridation facility or whether to construct one for the Santa Rosa Aqueduct and one for the Cotati Intertie. Contractor will also evaluate whether fluoridation systems are needed at the Santa Rosa Plain well sites.

Contractor will develop a basis of design Technical Memorandum. Factors such as preferred chemical delivery frequency and chemical storage requirements, potential day tank/bulk tank, preferred materials, system monitoring equipment, and feed pump sizing will be considered in the design criteria. At a minimum, all of the following shall be addressed in the Technical Memorandum.

3.1 Fluoridation Systems
   3.1.1 Review of Existing Systems
   3.1.2 Wholesaler / Retailer Issues
   3.1.3 Effects of Local Supply Component of Retailer Water Supplies
      3.1.3.1 Risk and Liabilities
3.2 Regulatory Review
3.3 SCWA Water Supply Review
   3.3.1 Water Transmission System
   3.3.2 Water Quality
3.4 Development of Design Criteria
   3.4.1 Process Design Parameters
   3.4.2 Building Design Considerations
   3.4.3 Site Considerations
3.5 Prepare Design Criteria Technical Memorandum

Contractor will prepare the draft Preliminary Design Criteria Technical Memorandum and will make one presentation at a submittal comment review session. Contractor will review and incorporate DHS and SCWA comments/edits to the draft Technical Memorandum and issue a final Preliminary Design Criteria Technical Memorandum.

<table>
<thead>
<tr>
<th>Title</th>
<th>Key Personnel</th>
<th>Hourly Rate</th>
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Deliverables: The following deliverables shall be submitted as part of Task 3. All documents will be delivered via e-mail or other electronic form in PDF format as well as source files (MS Word, Excel, PowerPoint, etc.).

- Preliminary Design Criteria Technical Memorandum.
- Final Design Criteria Technical Memorandum.
- Summary of Regulatory Requirements

**Task 4. Fluoridation Facilities Preliminary Engineering Design Report**

Timeframe: March 4, 2013 to June 7, 2013

Contractor will prepare a preliminary design for the fluoridation facilities based on the criteria agreed upon by DHS and SCWA. The preliminary design will include civil site plans, mechanical layouts, process and instrumentation diagrams (P&IDs), design criteria tables, and general descriptions of the facilities and operation.

The layouts of the fluoridation facilities will consider the size of all equipment, access around the equipment for maintenance and operation of the facility and operator safety.

Contractor will prepare “Class 3” level Opinions of Probable Construction Costs (OPCCs) for the fluoride facilities. OPCCs will be prepared in accordance with the cost estimate class, as defined by the Association for the Advancement of Cost Engineering.

Contractor will prepare a draft Preliminary Engineering Design Report and will make one presentation at a submittal comment review session discussed in Task 2. At a minimum, all of the following shall be addressed in the Report.

4.1 Evaluation of Fluoridation System Approach & Alternatives
   4.1.1 Facilities Siting Study
4.2 Design of Fluoridation Chemical Feed Systems
   4.2.1 Civil
   4.2.2 Mechanical
      4.2.2.1 Chemical Feed System
      4.2.2.2 Chemical Storage
   4.2.3 Electrical
   4.2.4 Instrumentation
      4.2.4.1 Local
      4.2.4.2 SCADA
4.3 Preliminary Engineering Design Report
   4.3.1 Cost Estimates
   4.3.2 Recommendation

The following outline shall be used for the draft Preliminary Engineering Design Report.

Executive Summary

1. Introduction
   1.1 Background/Project Purpose
   1.2 Project Scope

2. Regulatory and Permit Requirements
   2.1 Drinking Water Quality
2.2. Building and Fire Codes
2.3. Others

3. Fluoridation System Selection
   3.1. Summary of Fluoridation Alternatives
   3.2. Recommendation of Fluoridation Systems

4. Design Criteria
   4.1. Flow Rates (water and chemical)
   4.2. Mechanical
   4.3. Safety
   4.4. Equipment Access
   4.5. Power
   4.6. Instrumentation
   4.7. Lighting
   4.8. HVAC
   4.9. Plumbing
   4.10. Fire Protection
   4.11. Utility Water

5. Facility Improvements
   5.1. Chemical feed systems
   5.2. Civil site work
   5.3. Mechanical systems
   5.4. Power supply
   5.5. Control philosophy
   5.6. Instrumentation
   5.7. Utility water system

6. Capital and O&M Cost Estimates

7. Drawings

8. Appendices

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Contractor will review and incorporate DHS and SCWA comments/edits to the draft report and issue a final Preliminary Engineering Design Report.
Deliverables: The following deliverables shall be submitted as part of Task 4. All documents will be delivered via e-mail or other electronic form in PDF format as well as source files (MS Word, Excel, PowerPoint, etc.). In addition, five (5) bound copies of the final report will be provided.

- Preliminary Engineering Design Report
- Final Engineering Design Report
- Opinions of Probable Construction Costs (OPCC) (Class 3)

**Budget**

Total Budget Summary:

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

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

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

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

2. **General Liability Insurance**
   a. Commercial General Liability Insurance on a standard occurrence form, no less broad than Insurance Services Office (ISO) form CG 00 01.
   b. Minimum Limits: $1,000,000 per Occurrence; $2,000,000 General Aggregate; $2,000,000 Products/Completed Operations Aggregate.
   c. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds $25,000 it must be approved in advance by County. Contractor is responsible for any deductible or self-insured retention and shall fund it upon County’s written request, regardless of whether Contractor has a claim against the insurance or is named as a party in any action involving the County.
   d. **County of Sonoma, its Officers, Agents and Employees** shall be additional insureds for liability arising out of operations by or on behalf of the Contractor in the performance of this Agreement.
   e. The insurance provided to the additional insureds shall apply on a primary and non-contributory basis with respect to any insurance or self-insurance program maintained by them.
   f. The policy definition of “insured contract” shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard (broad form contractual liability coverage including the “f” definition of insured contract in ISO form CG 00 01, or equivalent).
   g. The policy shall cover inter-insured suits between County and Contractor and include a “separation of insureds” or “severability” clause which treats each insured separately.
   h. **Required Evidence of Insurance**:  
      i. Copy of the additional insured endorsement or policy language granting additional insured status; and
      ii. Certificate of Insurance.

3. **Automobile Liability Insurance**
   a. Minimum Limits: $1,000,000 combined single limit per accident.
b. Insurance shall apply to all owned autos. If Contractor currently owns no autos, Contractor agrees to obtain such insurance should any autos be acquired during the term of this Agreement or any extensions of the term.

c. Insurance shall apply to hired and non-owned autos.

d. Required Evidence of Coverage: Certificate of Insurance.

4. Professional Liability/Errors and Omissions Insurance

a. Minimum Limit: $1,000,000 per occurrence.

b. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds $25,000 it must be approved in advance by County.

c. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work.

d. Coverage applicable to the work performed under this Agreement shall be continued for two (2) years after completion of the work. Such continuation coverage may be provided by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement.

e. Required Evidence of Coverage: Certificate of Insurance.

5. Standards for Insurance Companies

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

6. Documentation

a. All required Evidence of Insurance shall be submitted prior to the execution of this Agreement. Contractor agrees to maintain current Evidence of Insurance on file with County for the entire term of this Agreement and any additional periods if specified in Sections 1 - 4 above.

b. The name and address for Additional Insured endorsements and Certificates of Insurance is: County of Sonoma, Department of Health Services, Contracting Unit, 3313 Chanate Rd, Santa Rosa, CA 95404.

c. Required Evidence of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.

d. Contractor shall provide immediate written notice if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.

e. Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.

7. Policy Obligations

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

8. Material Breach

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