

Agenda Report Reviewed by:  
City Manager: 

**CITY OF SEBASTOPOL  
CITY COUNCIL  
STAFF REPORT**

**Meeting Date:** February 2, 2016  
**To:** Honorable Mayor and City Councilmembers  
**From:** Jeffrey Weaver – Chief of Police  
**Subject:** Approval of Agreement with the County of Sonoma Health Services for Reducing Youth Retail Access to Alcohol and High Risk Drinking; and Approval of Agreement with Diane Davis to Administer the County of Sonoma Health Services for Reducing Youth Retail Access to Alcohol and High Risk Drinking Grant and Authorize the City Manager or his Designee to execute any and all agreements on behalf of the City of Sebastopol to implement the grant.  
**Recommendation** Approve acceptance of the Grant and the Contract with Diane Davis to implement the grant.  
**Funding:** Currently Budgeted: \_\_\_\_\_ Yes xx No \_\_\_\_\_ N/A  
**Net General Fund Cost: \$ \_0.00\_**  
**Amount: \_\$22,932.00\_**

**INTRODUCTION:** This item is to request City Council Approve and Accept the County of Sonoma Department of Health Services Alcohol Prevention Education Services Grant and the Contract with Diane Davis to implement the grant..

**BACKGROUND:** The Sebastopol Police Department (SPD) has been involved in alcohol and other drug (AOD) prevention efforts over the course of its history. The County of Sonoma Department of Health Services issued a Request for Proposals for programs that would reduce youth retail access to alcohol and adult high risk drinking. The Sebastopol Police Department submitted a proposal, a copy of which is attached. The County of Sonoma Department of Health Services selected the Sebastopol Police Department’s proposal for funding.

**DISCUSSION:** The County of Sonoma Department of Health Services agreed to fund \$22,932.00 for the Sebastopol Police Department’s Reducing Youth Retail Access to Alcohol and Adult High Risk Drinking program. This funding period begins February 3<sup>rd</sup>, 2016 and operates through June 30<sup>th</sup>, 2016. In order to ensure the highest benefits and outcome from this grant, the Police Department will utilize the grant funding as described in the attached Exhibit A, “Scope of Work”.

In order to implement the provisions on the Grant, the Sebastopol Police Department desires to enter into a Contract with Diane Davis. A copy of the proposed Contract with Diane Davis is attached.

**RECOMMENDATION:**

1. That the City Council Accept the Grant and amend the FY 2015-16 to include the \$22,932.00 in revenue and authorize budget expenditures of \$22,932.00 as described in the attached Exhibit A, “Scope of Work”
2. Authorize the City Manager, or designee, to execute any and all agreements on behalf of the City of Sebastopol.
3. Authorize the City Manager, or designee, to execute the Contract between the Sebastopol Police Department and Diane Davis for services to implement the Department of Health Services Grant.

**Attachment(s):**

- #1. Exhibit A – Scope of Work
- #2. County of Sonoma Agreement for Services for the Sebastopol Police Department’s Reducing Youth Retail Access to Alcohol and Adult High Risk Drinking project.
- #3. Contract between the Sebastopol Police Department and Diane Davis for services to implement the Department of Health Services Alcohol Prevention Education Services Grant.

**Exhibit A. Scope of Work**

Covering period from January 1, 2016 to June 30, 2016

**Contractor:** Sebastopol Police Department

**Project Title:** Reducing youth retail access to alcohol and adult high risk drinking.

**Project Summary:** The Sebastopol Police Department (SPD), in collaboration with the Petaluma Police Department (PPD), will implement educational strategies to increase retailer compliance with existing alcohol laws. These strategies include educational Minor Decoy Compliance Checks, Borrowed ID Compliance Checks, Purchase Surveys, IMPACT Inspections and Responsible Beverage Service (RBS) training.

Educational strategies aimed at reducing high risk adult drinking include Undercover Pseudo-Intoxicated Patron operations and participation in RBS training.

Sebastopol will draft public policy to mandate RBS training for owners, managers and employees of licensed alcohol establishments in the City of Sebastopol. This policy will be data driven. RBS training serves to enhance capacity for compliance with existing alcohol laws.

**Goal 1:** Reduce youth retail access to alcohol at on-sale, off-sale and wine tasting establishments in Sebastopol and Petaluma.

**S.M.A.R.T.\* Objective #1:** By June 30, 2016, the percentage of underage youth that are able to acquire alcohol at on-sale, off-sale and wine tasting establishments will decrease by 10% as measured by results of Educational Compliance Checks, Borrowed ID Compliance Checks, Purchase Surveys, IMPACT Inspections and participation in RBS training.

**Strategy #1:** Implement educational minor decoy compliance checks, borrowed ID compliance checks, purchase surveys, IMPACT Inspections and RBS training.

Activities	Timeline	Person(s) Responsible	Measurable Deliverables (i.e., Process Outputs)	Measurable Program Outcomes
1. Educational Minor Decoy Compliance Checks (decoy uses own ID) and Borrowed ID Compliance Checks	01/01/16 - 06/30/16	Diane Davis, Program Coordinator and SPD Officer Jacques Levesque	<p><b>Sebastopol:</b> Conduct Educational Minor Decoy Compliance Checks at Sebastopol on-sale, off-sale, and wine tasting establishments (n=minimum of 20 out of 60 Sebastopol establishments). Conduct a second round of Educational Minor Decoy Compliance Checks with Sebastopol establishments that were noncompliant at first visit.</p>	<p><b>Sebastopol and Petaluma:</b> By June 30, 2016 retailer compliance with youth access laws will increase by 10% for on-sale, off-sale and wine tasting establishments in Sebastopol and Petaluma as measured by results of: a) first</p>

**EXHIBIT A – SCOPE OF WORK**

	<p>and second round of Educational Minor Decoy Compliance Checks and b) First and second round of Borrowed ID Compliance Checks.</p>	<p>Conduct Borrowed ID Compliance Checks at Sebastopol on-sale, off-sale and wine tasting establishments (n=minimum of 20 out of 60 Sebastopol establishments).</p> <p>Conduct a second round of Borrowed ID Compliance Checks with establishments that were noncompliant at first visit.</p> <p><b>Petaluma:</b> Conduct Educational Minor Decoy Compliance Checks at identified on-sale, off-sale and wine tasting establishments as identified by Petaluma Police Department (n= minimum of 20 establishments).</p> <p>Conduct a second round of Educational Minor Decoy Compliance Checks with Petaluma establishments that were noncompliant at first visit.</p> <p>Conduct Borrowed ID Compliance Checks at Petaluma on-sale, off-sale and wine tasting establishments identified by the Petaluma Police Department (n=minimum of 20 establishments).</p> <p>Conduct a second round of Borrowed ID Compliance Checks with Petaluma establishments that were noncompliant at first visit.</p>			<p><b>Sebastopol and Petaluma:</b> Increase (by 10%) the number of on-sale, off-sale and wine tasting establishments in Sebastopol and Petaluma that require proof of age identification (ID) prior to the sale of alcohol as measured by results of the first and second round of Purchase Surveys.</p>
<p>2. Purchase Survey</p>	<p>01/01/16 - 06/30/16 Monthly staggering operations</p>	<p><b>Sebastopol:</b> Conduct Purchase Surveys at Sebastopol on-sale, off-sale and wine tasting establishments (n=minimum of 20 out of 60). Conduct a second round of Purchase Surveys at the same establishments to identify repeat or first time offenders. Send letters to managers of all establishments with results of the operations.</p>	<p>Diane Davis, Program Coordinator and SPD Officer Jacques Levesque</p>		

	<p><b>Petaluma:</b> Conduct Purchase Surveys at PPD identified on-sale, off-sale and wine tasting establishments in Petaluma (n=minimum of 20).  Conduct a second round of Purchase Surveys at the same Petaluma establishments to identify repeat or first time offenders  Send letters to managers of all establishments with results of ops.</p>		<p>Each type of ABC license will show a 10% increase in requiring proof of ID.</p>
<p>3. IMPACT Inspections (Sebastopol)</p>	<p>01/01/16 - 06/30/16</p>	<p>Diane Davis, Program Coordinator and SPD Officer Jacques Levesque</p>	<p>Establish 100% compliance for all on-sale and off-sale establishments by second or follow-up inspection.</p>
<p>4. Merchant outreach for Responsible Beverage Service (RBS) training</p>	<p>January and February 2016</p>	<p>Diane Davis, Program Coordinator and SPD Officer Jacques Levesque in collaboration with RBS trainer, Mike Bates</p>	<p>A minimum of fifteen (15) individuals working in Sebastopol alcohol establishments will participate in RBS training and receive a certificate of completion.</p>

<b>Goal 2:</b> Reduce high risk drinking by adults in Petaluma bars.				
<b>S.M.A.R.T. * Objective 2:</b> By June 30, 2016, 50% of RBS trained Petaluma employees who sell and/or serve alcohol in bar settings will refuse service to the pseudo-intoxicated patron at second visit.				
<b>Strategy #2:</b> Implement undercover pseudo-intoxicated patron operations at 5 Petaluma bars a minimum of two times.				
Activities	Timeline	Person(s) Responsible	Measurable Deliverables (i.e., Process Outputs)	Measurable Program Outcomes
1. Undercover pseudo-intoxicated patron operations	01/01/16 - 06/30/16	Diane Davis, Program Coordinator and SPD Officer Jacques Levesque	<p>Conduct Undercover Pseudo-Intoxicated Patron operations at 5 Petaluma bars (identified by PPD) to assess for compliance with ABC laws prohibiting alcohol sales to intoxicated patrons. Document qualitative factors or conditions associated with individual establishments.</p> <p>Conduct follow up interviews with all bar managers regarding the outcome of each operation; assess for RBS training.</p> <p>Conduct a second round of operations at the same 5 Petaluma bars to assess for compliance with ABC law that prohibits the sale of alcohol to intoxicated patrons.</p> <p>Conduct follow up interviews with all bar managers regarding the outcome of each operation; assess for RBS training.</p> <p>Send follow-up letters to bar managers that were visited to provide documentation of both undercover operations and associated results (letters signed by Petaluma Chief of Police or assigned staff).</p>	All Petaluma bars that sold alcohol to the pseudo-intoxicated patron (decoy) during the first undercover operation will demonstrate a 50% increase in compliance with ABC law that prohibits alcohol sales to intoxicated patrons at the second undercover operation.

<p><b>Goal 3:</b> Draft policy that mandates participation in Responsible Beverage Service (RBS) training and build capacity to provide ongoing RBS training for owners, managers and employees working in Sebastopol retail establishments.</p> <p><b>S.M.A.R.T. * Objective 3:</b> By June 30, 2016, a draft policy that mandates RBS training for owners, managers and employees of ABC licensed establishments will be developed, along with a policy advocacy campaign.</p> <p><b>Strategy #3:</b> Draft policy and policy campaign in support of mandatory RBS training.</p>					
Activities	Timeline	Person(s) Responsible	Measurable Deliverables (i.e., Process Outputs)	Measurable Program Outcomes	
1. Draft public policy and a policy campaign that mandates RBS training for owners, managers and employees of Sebastopol retail alcohol establishments	01/01/16 - 06/30/16	Diane Davis, Program Coordinator and SPD Officer Jacques Levesque and Jeff Weaver, Chief of Police	Complete a draft policy and policy campaign that includes data/results of operations over the past 4 previous years.	Copy of draft policy and written policy campaign	
2. SPD Officer Jacques Levesque will participate in RBS Train-the-Trainer as a means to develop Sebastopol's capacity to provide ongoing RBS training.	01/01/16 - 06/30/16	SPD Officer Jacques Levesque	Sebastopol Officer Levesque will participate in RBS Train-the-Trainer	Completion of training requirements	

<b>Strategy #4: Reporting, Evaluation, and Communications (Required)</b>					
<b>Activities</b>	<b>Timeline</b>	<b>Person(s) Responsible</b>	<b>Measurable Deliverables (i.e., Process Outputs)</b>	<b>Measurable Program Outcomes</b>	
1. CalOMS monthly reports	01/01/16 - 06/30/16	Diane Davis, Program Coordinator	Monthly CalOMS	Completed reports	
2. DHS quarterly and annual reports for Sebastopol and Petaluma			Quarterly DHS Reports & Annual DHS reports		
3. Tracking Place of Last Drink (POLD) for Sebastopol			POLD data for Sebastopol		
4. Media outputs	01/01/16 - 06/30/16	Diane Davis, Program Coordinator	Submit a minimum of 2 program-related media outputs per city (Sebastopol and Petaluma).	Copies of media outputs	

# ATTACHMENT 2 – COUNTY CONTRACT

Contract No. 2015-03/4-A00

---

COUNTY OF SONOMA  
AGREEMENT FOR SERVICES  
(Revision F – Standard Version – 2015 Jun 10)

This agreement ("Agreement"), dated as of \_\_\_\_\_, 20\_\_\_\_\_, ("Effective Date") is by and between the County of Sonoma, a political subdivision of the State of California (hereinafter "County"), and the City of Sebastopol (hereinafter "Contractor").

## RECITALS

WHEREAS, Contractor represents that it is a duly qualified Law Enforcement Agency; and

WHEREAS, in the judgment of the Board of Supervisors, it is necessary and desirable to employ the services of contractor for Law Enforcement Educational Compliance Checks on Alcohol Sales and Service.

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

## AGREEMENT

### 1. Scope of Services

#### 1.1. Contractor's Specified Services

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

#### 1.2. Cooperation With County

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

#### 1.3. Performance Standard

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

1.4. Assigned Personnel

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

1.5. Contract Exhibits

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

- Exhibit A. Scope of Work
- Exhibit B. Budget
- Exhibit C. Insurance Requirements

2. Payment

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

2.1. Payment for Services

Contractor shall be paid on a time-and-material/expense basis in accordance with the budget set forth in Exhibit B (Budget), attached hereto and incorporated herein by this reference (hereinafter "Exhibit B"). Contractor shall submit its bills in arrears on a monthly basis in a form approved by County's Auditor and the Head of County department receiving the services. The bills shall show or include: (i) the task(s) performed, (ii) the time in quarter hours devoted to the task(s), (iii) the hourly rate(s) of the person(s) 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 County for services performed. Payments shall be made only upon the satisfactory completion of the services as determined by County.

2.2. Maximum Payment Obligation

In no event shall County be obligated to pay Contractor more than the total sum of \$22,932 under the terms and conditions of this Agreement.

2.3. California Franchise Tax Withhold

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

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

2.4. Overpayment

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

2.5. Federal Funding

This Section 2.5 is applicable if all or part of this Agreement will be paid with Federal awards.

2.5.1. Required Information.

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

- a. CFDA Number: 93.959
- b. CFDA Title: Block Grants for Prevention & Treatment of Substance Abuse
- c. Federal Agency: Dept. of Health Services Substance Abuse & Mental Health Services Administration
- d. Award Name: SAPT Block Grant
- e. Federal Award(s) Amount: \$22,932

2.5.2. Title 2 Code of Federal Regulations Part 200

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

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

2.5.4. Copy of Audit

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

2.5.5. Retention of Audit Report

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

2.5.6. Repayment

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

3. Term of Agreement

The term of this Agreement shall be from January 1, 2016 to June 30, 2016 unless terminated earlier in accordance with the provisions of Article 4 (Termination) 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 business days' advance written notice to Contractor.

4.2. Termination for Cause

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

4.3. Delivery of Work Product and Final Payment Upon Termination

In the event of termination, Contractor, within 14 days following the date of termination, shall deliver to County all materials and work product subject to Section 9.11 (Ownership and Disclosure of Work Product), and 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 (Termination for Cause), County shall deduct from such amount the amount of damage, if any, sustained by County by virtue of the breach of the Agreement by Contractor.

4.5. Authority to Terminate

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

4.6. Obligations After Termination

The following shall remain in full force and effect after termination of this Agreement: (1) Section 2.5 (Federal Funding), (2) Article 5 (Indemnification), (3) Section 9.5 (Records Maintenance), (4) Section 9.5.1 (Right to Audit, Inspect, and Copy Records), (5) Section 9.15 (Confidentiality), and (6) Section 13.5 (Applicable Law and Forum).

4.7. Change in Funding

Contractor understands and agrees that County shall have the right to terminate this Agreement immediately upon written notice to Contractor in the event that any State and/or

Federal agency and/or other funder(s) reduce, withhold, or terminate funding which County anticipated using to pay Contractor for services provided under this Agreement, or in the event that County has exhausted all funds legally available for payments due under this Agreement.

5. Indemnification

Contractor agrees to accept all responsibility for loss or damage to any person or entity, including County, and to indemnify, hold harmless, and release County, its officers, agents, and employees from and against any actions, claims, damages, liabilities, disabilities, or expenses that may be asserted by any person or entity, including Contractor, that arise out of, pertain to, or relate to Contractor's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Contractor agrees to provide a complete defense for any claim or action brought against County based upon a claim relating to such Contractor's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Contractor's obligations under this Article apply whether or not there is concurrent 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 (Insurance Requirements), which is attached hereto and incorporated herein by this reference (hereinafter "Exhibit C").

7. Prosecution of Work

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

8. Extra or Changed Work

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

further expressly waives any and all right or remedy by way of restitution and quantum meruit for any and all extra work performed without such express and prior written authorization of County.

9. Representations of Contractor

9.1. Standard of Care

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

9.2. Status of Contractor

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

9.3. No Suspension or Debarment

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

9.4. Taxes

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

9.5. Records Maintenance

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

9.6. Conflict of Interest

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

9.7. Statutory Compliance

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 County's Nondiscrimination Policy. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference.

9.9. AIDS Discrimination

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

9.10. Assignment of Rights

Contractor assigns to County all rights throughout the world in perpetuity in the nature of copyright, trademark, patent, and right to ideas in and to all versions of the plans and specifications, if any, now or later, prepared by Contractor in connection with this Agreement. Contractor agrees to take such actions as are necessary to protect the rights assigned to County in

this Agreement, and to refrain from taking any action which would impair those rights. Contractor's responsibilities under this provision include, but are not limited to, placing proper notice of copyright on all versions of the plans and specifications as County may direct, and refraining from disclosing any versions of the plans and specifications to any third party without first obtaining written permission of County. Contractor shall not use or permit another party to use the plans and specifications in connection with this or any other project without first obtaining written permission of County.

9.11. Ownership and Disclosure of Work Product

All reports, original drawings, graphics, plans, studies, and other data or documents ("documents"), in whatever form or format, assembled or prepared by Contractor or Contractor's subcontractors, 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 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, subcontractors, and contractors. In the event Contractor does employ such individual(s) or entity(ies), Contractor agrees to assume full liability for any associated penalties, sanctions, loss, or damage that may be imposed on County by the Medicare or Medicaid programs.

9.14. Compliance with County Policies and Procedures

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

9.15. Confidentiality

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

9.16. Lobbying

If any Federal funds are to be used to pay for any services under this Agreement, Contractor shall fully comply with all certifications and disclosure requirements prescribed by Section 319

of the Public Law 101-121 (31 United States Code Section 1352) and any implementing regulations, and shall ensure that each of its subcontractors receiving funds under this Agreement also fully complies with all such certification and disclosure requirements.

9.17. Subcontractors

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

9.18. Licensure

Contractor shall obtain and maintain in effect during the term of this Agreement all licenses, permits, registrations, accreditations, and certificates as required by all Federal, State, and local laws, ordinances, rules, regulations, manuals, guidelines, and directives, which are applicable to Contractor's services under this Agreement. Contractor shall further ensure that all of its officers, employees, and agents, who perform services hereunder, shall obtain and maintain in effect during the term of this Agreement all licenses, permits, registrations, accreditations, and certificates which are applicable to their performance hereunder. A copy of each such license, permit, registration, accreditation, and certificate shall be retained, and current updates of such documents shall be maintained, and made available upon request, not to exceed 3 business days after the initial request, for inspection, review, and/or audit by authorized representatives and designees of County, State, and/or Federal governments during the term of this Agreement and for the applicable records retention period.

10. Demand for Assurance

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

11. Assignment and Delegation

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

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

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

TO COUNTY:

Donna Newman-Fields, HIS II  
AOD Prevention Coordinator  
Health Policy, Planning and Evaluation  
490 Mendocino Avenue, Suite 101  
Santa Rosa, CA 95401  
707-565-6617  
donna.newman-fields@sonoma-county.org  
cc: terese.voge@sonoma-county.org

TO CONTRACTOR:

Diane Davis, Program Coordinator  
Police Services  
Sebastopol Police Department  
6850 Laguna Park Way  
Sebastopol, CA 95472  
707-829-4400  
dianedavis3@gmail.com

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

13. Miscellaneous Provisions

13.1. No Waiver of Breach

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

13.2. Construction

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

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

13.3. Consent

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

13.4. No Third-Party Beneficiaries

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

13.5. Applicable Law and Forum

This Agreement shall be construed and interpreted according to the substantive law of California, regardless of the law of conflicts to the contrary in any jurisdiction. Any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in 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. Counterparts and Electronic Copies

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

13.10. Time of Essence

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

§ The remainder of this page has intentionally been left blank. §

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

**CONTRACTOR:**

\_\_\_\_\_  
Jeff Weaver, Chief of Police  
Sebastopol Police Department

\_\_\_\_\_  
Dated

**COUNTY OF SONOMA:**  
Certificate of Insurance on File with County:

\_\_\_\_\_  
Stephan Betz, PhD, Director  
Department of Health Services

\_\_\_\_\_  
Dated

\_\_\_\_\_  
Sonoma County Purchasing Agent

\_\_\_\_\_  
Dated

Approved as to Substance:

  
\_\_\_\_\_  
Division Director or Designee

12/29/15  
\_\_\_\_\_  
Dated

**Exhibit A. Scope of Work**

Covering period from January 1, 2016 to June 30, 2016

**Contractor:** Sebastopol Police Department

**Project Title:** Reducing youth retail access to alcohol and adult high risk drinking.

**Project Summary:** The Sebastopol Police Department (SPD), in collaboration with the Petaluma Police Department (PPD), will implement educational strategies to increase retailer compliance with existing alcohol laws. These strategies include educational Minor Decoy Compliance Checks, Borrowed ID Compliance Checks, Purchase Surveys, IMPACT Inspections and Responsible Beverage Service (RBS) training.

Educational strategies aimed at reducing high risk adult drinking include Undercover Pseudo-Intoxicated Patron operations and participation in RBS training.

Sebastopol will draft public policy to mandate RBS training for owners, managers and employees of licensed alcohol establishments in the City of Sebastopol. This policy will be data driven. RBS training serves to enhance capacity for compliance with existing alcohol laws.

Activities	Timeline	Person(s) Responsible	Measurable Deliverables (i.e., Process Outputs)	Measurable Program Outcomes
1. Educational Minor Decoy Compliance Checks (decoy uses own ID) and Borrowed ID Compliance Checks	01/01/16 - 06/30/16	Diane Davis, Program Coordinator and SPD Officer Jacques Levesque	<p><b>Sebastopol:</b> Conduct Educational Minor Decoy Compliance Checks at Sebastopol on-sale, off-sale, and wine tasting establishments (n=minimum of 20 out of 60 Sebastopol establishments). Conduct a second round of Educational Minor Decoy Compliance Checks with Sebastopol establishments that were noncompliant at first visit.</p>	<p><b>Sebastopol and Petaluma:</b> By June 30, 2016 retailer compliance with youth access laws will increase by 10% for on-sale, off-sale and wine tasting establishments in Sebastopol and Petaluma as measured by results of: a) first</p>

**Goal 1:** Reduce youth retail access to alcohol at on-sale, off-sale and wine tasting establishments in Sebastopol and Petaluma.

**S.M.A.R.T.\* Objective #1:** By June 30, 2016, the percentage of underage youth that are able to acquire alcohol at on-sale, off-sale and wine tasting establishments will decrease by 10% as measured by results of Educational Compliance Checks, Borrowed ID Compliance Checks, Purchase Surveys, IMPACT Inspections and participation in RBS training.

**Strategy #1:** Implement educational minor decoy compliance checks, borrowed ID compliance checks, purchase surveys, IMPACT Inspections and RBS training.

			<p>Conduct Borrowed ID Compliance Checks at Sebastopol on-sale, off-sale and wine tasting establishments (n=minimum of 20 out of 60 Sebastopol establishments).</p> <p>Conduct a second round of Borrowed ID Compliance Checks with establishments that were noncompliant at first visit.</p> <p><b>Petaluma:</b> Conduct Educational Minor Decoy Compliance Checks at identified on-sale, off-sale and wine tasting establishments as identified by Petaluma Police Department (n= minimum of 20 establishments).</p> <p>Conduct a second round of Educational Minor Decoy Compliance Checks with Petaluma establishments that were noncompliant at first visit.</p> <p>Conduct Borrowed ID Compliance Checks at Petaluma on-sale, off-sale and wine tasting establishments identified by the Petaluma Police Department (n=minimum of 20 establishments).</p> <p>Conduct a second round of Borrowed ID Compliance Checks with Petaluma establishments that were noncompliant at first visit.</p>	<p>and second round of Educational Minor Decoy Compliance Checks and b) First and second round of Borrowed ID Compliance Checks.</p>
<p>2. Purchase Survey</p>	<p>01/01/16 - 06/30/16 Monthly staggering operations</p>	<p>Diane Davis, Program Coordinator and SPD Officer Jacques Levesque</p>	<p><b>Sebastopol:</b> Conduct Purchase Surveys at Sebastopol on-sale, off-sale and wine tasting establishments (n=minimum of 20 out of 60). Conduct a second round of Purchase Surveys at the same establishments to identify repeat or first time offenders. Send letters to managers of all establishments with results of the operations.</p>	<p><b>Sebastopol and Petaluma:</b> Increase (by 10%) the number of on-sale, off-sale and wine tasting establishments in Sebastopol and Petaluma that require proof of age identification (ID) prior to the sale of alcohol as measured by results of the first and second round of Purchase Surveys.</p>

	<p><b>Petaluma:</b> Conduct Purchase Surveys at PPD identified on-sale, off-sale and wine tasting establishments in Petaluma (n=minimum of 20). Conduct a second round of Purchase Surveys at the same Petaluma establishments to identify repeat or first time offenders Send letters to managers of all establishments with results of ops.</p>			<p>Each type of ABC license will show a 10% increase in requiring proof of ID.</p>
<p>3. IMPACT Inspections (Sebastopol)</p>	<p>Conduct IMPACT Inspections at all Sebastopol on-sale (n=44) and all off-sale (n=10) establishments. Conduct follow-up inspections at establishment that are noncompliant with state laws.</p>	<p>Diane Davis, Program Coordinator and SPD Officer Jacques Levesque</p>	<p>01/01/16 - 06/30/16</p>	<p>Establish 100% compliance for all on-sale and off-sale establishments by second or follow-up inspection.</p>
<p>4. Merchant outreach for Responsible Beverage Service (RBS) training</p>	<p>Conduct outreach to managers of Sebastopol alcohol outlets in advance of Sebastopol's March 7th RBS training.</p>	<p>Diane Davis, Program Coordinator and SPD Officer Jacques Levesque in collaboration with RBS trainer, Mike Bates</p>	<p>January and February 2016</p>	<p>A minimum of fifteen (15) individuals working in Sebastopol alcohol establishments will participate in RBS training and receive a certificate of completion.</p>

<b>Goal 2:</b> Reduce high risk drinking by adults in Petaluma bars.				
<b>S.M.A.R.T. * Objective 2:</b> By June 30, 2016, 50% of RBS trained Petaluma employees who sell and/or serve alcohol in bar settings will refuse service to the pseudo-intoxicated patron at second visit.				
<b>Strategy #2:</b> Implement undercover pseudo-intoxicated patron operations at 5 Petaluma bars a minimum of two times.				
Activities	Timeline	Person(s) Responsible	Measurable Deliverables (i.e., Process Outputs)	Measurable Program Outcomes
1. Undercover pseudo-intoxicated patron operations	01/01/16 - 06/30/16	Diane Davis, Program Coordinator and SPD Officer Jacques Levesque	<p>Conduct Undercover Pseudo-Intoxicated Patron operations at 5 Petaluma bars (identified by PPD) to assess for compliance with ABC laws prohibiting alcohol sales to intoxicated patrons. Document qualitative factors or conditions associated with individual establishments.</p> <p>Conduct follow up interviews with all bar managers regarding the outcome of each operation; assess for RBS training.</p> <p>Conduct a second round of operations at the same 5 Petaluma bars to assess for compliance with ABC law that prohibits the sale of alcohol to intoxicated patrons.</p> <p>Conduct follow up interviews with all bar managers regarding the outcome of each operation; assess for RBS training.</p> <p>Send follow-up letters to bar managers that were visited to provide documentation of both undercover operations and associated results (letters signed by Petaluma Chief of Police or assigned staff).</p>	All Petaluma bars that sold alcohol to the pseudo-intoxicated patron (decoy) during the first undercover operation will demonstrate a 50% increase in compliance with ABC law that prohibits alcohol sales to intoxicated patrons at the second undercover operation.

<p><b>Goal 3:</b> Draft policy that mandates participation in Responsible Beverage Service (RBS) training and build capacity to provide ongoing RBS training for owners, managers and employees working in Sebastopol retail establishments.</p> <p><b>S.M.A.R.T. * Objective 3:</b> By June 30, 2016, a draft policy that mandates RBS training for owners, managers and employees of ABC licensed establishments will be developed, along with a policy advocacy campaign.</p> <p><b>Strategy #3:</b> Draft policy and policy campaign in support of mandatory RBS training.</p>					
Activities	Timeline	Person(s) Responsible	Measurable Deliverables (i.e., Process Outputs)	Measurable Program Outcomes	
1. Draft public policy and a policy campaign that mandates RBS training for owners, managers and employees of Sebastopol retail alcohol establishments	01/01/16 - 06/30/16	Diane Davis, Program Coordinator and SPD Officer Jacques Levesque and Jeff Weaver, Chief of Police	Complete a draft policy and policy campaign that includes data/results of operations over the past 4 previous years.	Copy of draft policy and written policy campaign	
2. SPD Officer Jacques Levesque will participate in RBS Train-the-Trainer as a means to develop Sebastopol's capacity to provide ongoing RBS training.	01/01/16 - 06/30/16	SPD Officer Jacques Levesque	Sebastopol Officer Levesque will participate in RBS Train-the-Trainer	Completion of training requirements	

<b>Strategy #4: Reporting, Evaluation, and Communications (Required)</b>					
<b>Activities</b>	<b>Timeline</b>	<b>Person(s) Responsible</b>	<b>Measurable Deliverables (i.e., Process Outputs)</b>	<b>Measurable Program Outcomes</b>	
1. CalOMS monthly reports	01/01/16 - 06/30/16	Diane Davis, Program Coordinator	Monthly CalOMS	Completed reports	
2. DHS quarterly and annual reports for Sebastopol and Petaluma			Quarterly DHS Reports & Annual DHS reports		
3. Tracking Place of Last Drink (POLD) for Sebastopol			POLD data for Sebastopol		
4. Media outputs	01/01/16 - 06/30/16	Diane Davis, Program Coordinator	Submit a minimum of 2 program-related media outputs per city (Sebastopol and Petaluma).	Copies of media outputs	

Exhibit B. Budget

Project Title: Educational Compliance Checks  
 Contract Period: 01/01/16 – 06/30/16 (26 weeks)

PERSONNEL		Hours per Week	Total Hours	Rate per Hour	Total \$
Title					
1.	Sebastopol Police Officer	8	208	\$59.00	12,272
TOTAL PERSONNEL COSTS					12,272
OPERATING EXPENSES					
Category					
2.	Office Expense/copying/printing/postage				200
3.	Buy money/gift incentives/pizza for decoys				500
4.	Consulting Services (10 hrs/wk x \$36.00/hr for 26 weeks)				9,360
TOTAL OPERATING EXPENSES					10,060
INDIRECT COSTS					600
TOTAL BUDGET THIS CONTRACT					22,932

---

**Exhibit C. Insurance Requirements**  
(Template 3 – Rev 2014 Aug 5)

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

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

1. Workers Compensation and Employers Liability Insurance

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

2. General Liability Insurance

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

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

3. Automobile Liability Insurance

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

4. Standards for Insurance Companies

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

5. Documentation

- a. All required Evidence of Insurance shall be submitted prior to the execution of this Agreement. Contractor agrees to maintain current Evidence of Insurance on file with County for the entire term of this Agreement and any additional periods if specified in Sections 1, 2 or 3 above.
- b. The name and **address** for Additional Insured endorsements and Certificates of Insurance is:

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

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

6. Policy Obligations

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

7. Material Breach

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

**AGREEMENT FOR PROJECT COORDINATOR SERVICES  
SEBASTOPOL POLICE DEPARTMENT'S  
SONOMA COUNTY DEPARTMENT OF HEALTH SERVICES  
ALCOHOL PREVENTION EDUCATION SERVICES GRANT  
(DIANE DAVIS)**

This agreement is made and entered into on February 2<sup>nd</sup>, 2016, (with an effective date of February 3<sup>rd</sup>, 2016) in the State of California, by and between the City of Sebastopol, Fiscal Agent, on behalf of the Sebastopol Police Department, hereinafter referred to as "Contractor", and Diane Davis, hereinafter referred to as "Subcontractor."

WITNESSETH

WHEREAS, Contractor has the need for Project Coordinator Services for the Sonoma County Department of Health Services, Alcohol Prevention Education Services grant, As outlined in the attached Agreement Between the City of Sebastopol and the County of Sonoma; and

WHEREAS, the City desires to contract for such services with a subcontractor;

WHEREAS, the Subcontractor is experienced in providing such services for municipal corporations and possesses the proper experience and background to carry out the duties involved in this contract; and

WHEREAS, Contractor wishes to retain Subcontractor for the performance of said services as listed in the Attached Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, benefits and premises herein stated, the parties hereto agree as follows:

STATUS OF PARTIES

The parties to this contract agree that the Subcontractor is not an employee of the City of Sebastopol or the Sebastopol Police Department, and is not entitled to the benefits provided to its employees.

CONTROL OF WORK BY CONTRACTOR AND SUBCONTRACTOR

The Subcontractor shall be directed by the Contractor with respect to the products and goals of the agreement, but not as to the means and methods for accomplishing these products and goals, unless specified by what follows.

WITNESSETH: Both parties, for and in consideration of the covenants, conditions and stipulations hereinafter expressed, do hereby agree to the following:

A. The "Subcontractor" agrees to indemnify, defend and save harmless "Contractor" from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this agreement and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the "Subcontractor" in the performance of this agreement. The "Contractor" agrees to identical terms with respect to the "Subcontractor".

B. The Subcontractor warrants and guarantees that the work hereunder shall be performed in the manner and according to the professional standards observed by a competent practitioner of the profession in which the Subcontractor is engaged.

C. In the event that either party should bring suit for the recovery of any sum due under this Agreement, or because of the breach of any provisions of this Agreement, then all costs and expenses, including without limitation, its actual professional fees such as attorneys' fees, incurred by the prevailing party shall be paid by the other party, which obligation on the part of the other party shall be deemed to have accrued on the date of the commencement of such action and shall be enforceable whether or not the action is prosecuted to judgment.

D. First publication rights and ownership of the data and information directly derived from work performed in connection with services rendered under this Agreement are retained by the Contractor. The Subcontractor must obtain approval from the Contractor prior to publication of any work-related products or reports.

E. Time is of the essence in this agreement.

F. No alteration or variation of the terms of this agreement shall be valid unless made in writing and signed by the parties hereto, and no oral or unilateral understanding or agreement with respect to the work specified under this agreement shall be binding on any of the parties hereto. Modifications or amendments affecting the proposed scope of work hereunder that result in an adjustment of the maximum price of this Agreement shall be in writing and executed by both parties.

G. Either the Contractor or the Subcontractor may terminate this Agreement in whole or in part, in writing for her/his convenience, provided the notified party is given not less than fourteen (14) calendar days written notice. Upon receipt of termination notice, the Subcontractor shall deliver or otherwise make available all data, drawings, computer disks or files, specifications, reports, estimates, summaries and such information and materials as the Subcontractor possesses. The Subcontractor may only retain information and/or materials allowed by the Contractor. Such allowance shall only be in written form, executed by Contractor.

H. The scope of work provided by the Subcontractor to the Contractor is fully described by the attached Agreement for Youth Alcohol Prevention Services document, including partial and total

payments, products, services and dates of delivery. Partial payments, total payments, products and services and dates of delivery of products and/or services by the Subcontractor to the Contractor are as specified in what follows, and such conditions may not be modified in any respect without both a written request from the requesting party and a written approval from the responding party. Services to be provided, products to be delivered, partial and total payments and dates of delivery of products and services are as follows.

i. Subcontractor shall procure and maintain for the duration of the contract insurance claims for injuries to persona or damages to property which may arise from or in connection with the performance of the work hereunder by the Subcontractor, her/ his agents, representatives, or employees. Refer to Exhibit "A", INSURANCE REQUIREMENTS FOR CONSULTANTS (REMIF), attached hereto and thereby made a part of this contract.

j. Work, Rate and Schedule of Payments

The Subcontractor will provide services to Contractor specifically related to the Agreement for Youth Alcohol Prevention Services, including the Scope of Work (Attachment A) and the Budget/Fee Schedule (Attachment B).

Payments to Subcontractor will be made periodically, following completion of service and/or as otherwise detailed herein. The Subcontractor shall be paid within ten working (10) days, upon presentation of acceptable invoices to Contractor for work performed. Only invoices approved by the Contractor will be accepted for payment.

The term of this agreement is February 2, 2016 through June 30, 2016. The total amount available to Diane Davis under the terms of this agreement will not exceed \$9,360.00 (nine thousand three hundred and sixty dollars).

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by the duly authorized offices the day and year first above written in the Agreement.

CITY OF SEBASTOPOL  
Larry McLaughlin, City Manager

Subcontractor  
Diane Davis

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Subcontractor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## EXHIBIT A

### INSURANCE REQUIREMENTS FOR CONSULTANTS

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, his agents, representatives, or employees.

#### Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).
2. Insurance Services Office form number CA 0001 (Ed. 1187) covering Automobile Liability, code 1 (any auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
4. Errors and Omissions liability insurance appropriate to the consultant's profession.

#### Minimum Limits of Insurance

Consultant shall maintain limits no less than:

1. General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage including operations, products and completed operations, as applicable. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
3. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.
4. Errors and Omissions liability: \$1,000,000 per occurrence.

#### Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers; or the Consultant shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

#### Other Insurance Provisions

The commercial general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The City, its officers, officials, employees and volunteers are to be covered as insureds as respects liability arising out of work or operations performed by or on behalf of the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant.
2. For any claims related to this project, the Consultant's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
3. The Workers Compensation policy is to be endorsed with a waiver of subrogation. The insurance company, in its endorsement, agrees to waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses paid under terms of this policy which arise from the work performed by the named insured.
4. It shall be a requirement under this agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to the Additional Insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named Insured; whichever is greater.
5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.
6. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subsection (b) of Section 2782 of the Civil Code.

#### Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

#### Verification of Coverage

Consultant shall furnish the City with original certificates and amendatory endorsements affecting coverage required by this clause. The endorsements should be on forms provided by the City or on other than the City's forms provided those endorsements conform to City requirements. All original, signed certificates and endorsements are to be received and approved by the City prior to City's approval of the contract and commencement of work. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

#### Subconsultants

Consultant agrees to include with all subconsultants in their subcontract the same requirements and provisions of this agreement including the indemnity and insurance requirements to the extent they apply to the scope of the Subconsultant's work. Subconsultants hired by Consultant agree to be bound to Consultant and City in the same manner and to the same extent as Consultant is bound to City under the Contract Documents. Subconsultant further agrees to include these same provisions with any Sub-subconsultant. A copy of the contract indemnity and insurance provisions will be furnished to the Subconsultant upon request. The Consultant shall require all subconsultant to provide a valid certificate of insurance and the required endorsements included in the agreement prior to commencement of any work and Consultant will provide proof of compliance to the City.

**Exhibit A. Scope of Work**

Covering period from January 1, 2016 to June 30, 2016

**Contractor:** Sebastopol Police Department

**Project Title:** Reducing youth retail access to alcohol and adult high risk drinking.

**Project Summary:** The Sebastopol Police Department (SPD), in collaboration with the Petaluma Police Department (PPD), will implement educational strategies to increase retailer compliance with existing alcohol laws. These strategies include educational Minor Decoy Compliance Checks, Borrowed ID Compliance Checks, Purchase Surveys, IMPACT Inspections and Responsible Beverage Service (RBS) training.

Educational strategies aimed at reducing high risk adult drinking include Undercover Pseudo-Intoxicated Patron operations and participation in RBS training.

Sebastopol will draft public policy to mandate RBS training for owners, managers and employees of licensed alcohol establishments in the City of Sebastopol. This policy will be data driven. RBS training serves to enhance capacity for compliance with existing alcohol laws.

Activities	Timeline	Person(s) Responsible	Measurable Deliverables (i.e., Process Outputs)	Measurable Program Outcomes
1. Educational Minor Decoy Compliance Checks (decoy uses own ID) and Borrowed ID Compliance Checks	01/01/16 - 06/30/16	Diane Davis, Program Coordinator and SPD Officer Jacques Levesque	<b>Sebastopol:</b> Conduct Educational Minor Decoy Compliance Checks at Sebastopol on-sale, off-sale, and wine tasting establishments (n=minimum of 20 out of 60 Sebastopol establishments). Conduct a second round of Educational Minor Decoy Compliance Checks with Sebastopol establishments that were noncompliant at first visit.	<b>Sebastopol and Petaluma:</b> By June 30, 2016 retailer compliance with youth access laws will increase by 10% for on-sale, off-sale and wine tasting establishments in Sebastopol and Petaluma as measured by results of: a) first

**Goal 1:** Reduce youth retail access to alcohol at on-sale, off-sale and wine tasting establishments in Sebastopol and Petaluma.

**S.M.A.R.T.\* Objective #1:** By June 30, 2016, the percentage of underage youth that are able to acquire alcohol at on-sale, off-sale and wine tasting establishments will decrease by 10% as measured by results of Educational Compliance Checks, Borrowed ID Compliance Checks, Purchase Surveys, IMPACT Inspections and participation in RBS training.

**Strategy #1:** Implement educational minor decoy compliance checks, borrowed ID compliance checks, purchase surveys, IMPACT Inspections and RBS training.

			<p>Conduct Borrowed ID Compliance Checks at Sebastopol on-sale, off-sale and wine tasting establishments (n=minimum of 20 out of 60 Sebastopol establishments).</p> <p>Conduct a second round of Borrowed ID Compliance Checks with establishments that were noncompliant at first visit.</p> <p><b>Petaluma:</b> Conduct Educational Minor Decoy Compliance Checks at identified on-sale, off-sale and wine tasting establishments as identified by Petaluma Police Department (n= minimum of 20 establishments).</p> <p>Conduct a second round of Educational Minor Decoy Compliance Checks with Petaluma establishments that were noncompliant at first visit.</p> <p>Conduct Borrowed ID Compliance Checks at Petaluma on-sale, off-sale and wine tasting establishments identified by the Petaluma Police Department (n=minimum of 20 establishments).</p> <p>Conduct a second round of Borrowed ID Compliance Checks with Petaluma establishments that were noncompliant at first visit.</p>	<p>and second round of Educational Minor Decoy Compliance Checks and b) First and second round of Borrowed ID Compliance Checks.</p>
<p>2. Purchase Survey</p>	<p>01/01/16 - 06/30/16 Monthly staggering operations</p>	<p>Diane Davis, Program Coordinator and SPD Officer Jacques Levesque</p>	<p><b>Sebastopol:</b> Conduct Purchase Surveys at Sebastopol on-sale, off-sale and wine tasting establishments (n=minimum of 20 out of 60). Conduct a second round of Purchase Surveys at the same establishments to identify repeat or first time offenders. Send letters to managers of all establishments with results of the operations.</p>	<p><b>Sebastopol and Petaluma:</b> Increase (by 10%) the number of on-sale, off-sale and wine tasting establishments in Sebastopol and Petaluma that require proof of age identification (ID) prior to the sale of alcohol as measured by results of the first and second round of Purchase Surveys.</p>

			<p><b>Petaluma:</b> Conduct Purchase Surveys at PPD identified on-sale, off-sale and wine tasting establishments in Petaluma (n=minimum of 20). Conduct a second round of Purchase Surveys at the same Petaluma establishments to identify repeat or first time offenders Send letters to managers of all establishments with results of ops.</p>	<p>Each type of ABC license will show a 10% increase in requiring proof of ID.</p>
<p>3. IMPACT Inspections (Sebastopol)</p>	<p>01/01/16 - 06/30/16</p>	<p>Diane Davis, Program Coordinator and SPD Officer Jacques Levesque</p>	<p>Conduct IMPACT Inspections at all Sebastopol on-sale (n=44) and all off-sale (n=10) establishments. Conduct follow-up inspections at establishment that are noncompliant with state laws.</p>	<p>Establish 100% compliance for all on-sale and off-sale establishments by second or follow-up inspection.</p>
<p>4. Merchant outreach for Responsible Beverage Service (RBS) training</p>	<p>January and February 2016</p>	<p>Diane Davis, Program Coordinator and SPD Officer Jacques Levesque in collaboration with RBS trainer, Mike Bates</p>	<p>Conduct outreach to managers of Sebastopol alcohol outlets in advance of Sebastopol's March 7th RBS training.</p>	<p>A minimum of fifteen (15) individuals working in Sebastopol alcohol establishments will participate in RBS training and receive a certificate of completion.</p>

<b>Goal 2:</b> Reduce high risk drinking by adults in Petaluma bars.				
<b>S.M.A.R.T. * Objective 2:</b> By June 30, 2016, 50% of RBS trained Petaluma employees who sell and/or serve alcohol in bar settings will refuse service to the pseudo-intoxicated patron at second visit.				
<b>Strategy #2:</b> Implement undercover pseudo-intoxicated patron operations at 5 Petaluma bars a minimum of two times.				
<b>Activities</b>	<b>Timeline</b>	<b>Person(s) Responsible</b>	<b>Measurable Deliverables (i.e., Process Outputs)</b>	<b>Measurable Program Outcomes</b>
1. Undercover pseudo-intoxicated patron operations	01/01/16 - 06/30/16	Diane Davis, Program Coordinator and SPD Officer Jacques Levesque	<p>Conduct Undercover Pseudo-Intoxicated Patron operations at 5 Petaluma bars (identified by PPD) to assess for compliance with ABC laws prohibiting alcohol sales to intoxicated patrons. Document qualitative factors or conditions associated with individual establishments.</p> <p>Conduct follow up interviews with all bar managers regarding the outcome of each operation; assess for RBS training.</p> <p>Conduct a second round of operations at the same 5 Petaluma bars to assess for compliance with ABC law that prohibits the sale of alcohol to intoxicated patrons.</p> <p>Conduct follow up interviews with all bar managers regarding the outcome of each operation; assess for RBS training.</p> <p>Send follow-up letters to bar managers that were visited to provide documentation of both undercover operations and associated results (letters signed by Petaluma Chief of Police or assigned staff).</p>	All Petaluma bars that sold alcohol to the pseudo-intoxicated patron (decoy) during the first undercover operation will demonstrate a 50% increase in compliance with ABC law that prohibits alcohol sales to intoxicated patrons at the second undercover operation.

<p><b>Goal 3:</b> Draft policy that mandates participation in Responsible Beverage Service (RBS) training and build capacity to provide ongoing RBS training for owners, managers and employees working in Sebastopol retail establishments.</p> <p><b>S.M.A.R.T. * Objective 3:</b> By June 30, 2016, a draft policy that mandates RBS training for owners, managers and employees of ABC licensed establishments will be developed, along with a policy advocacy campaign.</p> <p><b>Strategy #3:</b> Draft policy and policy campaign in support of mandatory RBS training.</p>					
Activities	Timeline	Person(s) Responsible	Measurable Deliverables (i.e., Process Outputs)	Measurable Program Outcomes	
1. Draft public policy and a policy campaign that mandates RBS training for owners, managers and employees of Sebastopol retail alcohol establishments	01/01/16 - 06/30/16	Diane Davis, Program Coordinator and SPD Officer Jacques Levesque and Jeff Weaver, Chief of Police	Complete a draft policy and policy campaign that includes data/results of operations over the past 4 previous years.	Copy of draft policy and written policy campaign	
2. SPD Officer Jacques Levesque will participate in RBS Train-the-Trainer as a means to develop Sebastopol's capacity to provide ongoing RBS training.	01/01/16 - 06/30/16	SPD Officer Jacques Levesque	Sebastopol Officer Levesque will participate in RBS Train-the-Trainer	Completion of training requirements	

<b>Strategy #4: Reporting, Evaluation, and Communications (Required)</b>					
<b>Activities</b>	<b>Timeline</b>	<b>Person(s) Responsible</b>	<b>Measurable Deliverables (i.e., Process Outputs)</b>	<b>Measurable Program Outcomes</b>	
1. CalOMS monthly reports	01/01/16 - 06/30/16	Diane Davis, Program Coordinator	Monthly CalOMS	Completed reports	
2. DHS quarterly and annual reports for Sebastopol and Petaluma			Quarterly DHS Reports & Annual DHS reports		
3. Tracking Place of Last Drink (POLD) for Sebastopol			POLD data for Sebastopol		
4. Media outputs	01/01/16 - 06/30/16	Diane Davis, Program Coordinator	Submit a minimum of 2 program-related media outputs per city (Sebastopol and Petaluma).	Copies of media outputs	

Exhibit B. Budget

Project Title: Educational Compliance Checks

Contract Period: 01/01/16 – 06/30/16 (26 weeks)

PERSONNEL		Hours per Week	Total Hours	Rate per Hour	Total \$
Title					
1.	Sebastopol Police Officer	8	208	\$59.00	12,272
TOTAL PERSONNEL COSTS					12,272
OPERATING EXPENSES					
Category					
2.	Office Expense/copying/printing/postage				200
3.	Buy money/gift incentives/pizza for decoys				500
4.	Consulting Services (10 hrs/wk x \$36.00/hr for 26 weeks)				9,360
TOTAL OPERATING EXPENSES					10,060
INDIRECT COSTS					600
TOTAL BUDGET THIS CONTRACT					22,932