

**CITY OF SEBASTOPOL  
CITY COUNCIL  
STAFF REPORT**

**Meeting Date:** November 1<sup>st</sup>, 2016  
**To:** Honorable Mayor and City Councilmembers  
**From:** Jeffrey Weaver – Chief of Police  
**Subject:** AB114 Grant Acceptance and Adoption

**Recommendation** Adopt and Approve Resolution Accepting the AB 114 Grant Program award to the City of Sebastopol

Funding: Currently Budgeted: \_\_\_\_\_ Yes xx No \_\_\_\_\_ N/A  
**Net General Fund Cost: \$\_0.00\_**  
**Amount: \_\$34,110.00\_**

**INTRODUCTION:** This item is to request City Council Approve and Adopt the Resolution Accepting the continuation of AB 114 Grant funding awarded to the City of Sebastopol.

**BACKGROUND:** The Sebastopol Police Department (SPD) has been involved in alcohol and other drug (AOD) prevention efforts over the course of its history. About eight years ago, Operation 1:4:1 was formed at Analy High School. The purpose of Operation 1:4:1 is to encourage better living among Analy High School students and Analy High School’s feeder schools. Avoiding alcohol and drug use is a major component of Operation 1:4:1’s living better effort. The Sebastopol Police Department submitted a funding request to the County of Sonoma in the amount of \$85,000.00 seeking to enhance and expand Operation 1:4:1. The funds requested were obtained pursuant to Health and Safety Code section 11489 from drug-related asset forfeiture and are overseen by the County’s AB 114 oversight body.

**DISCUSSION:** The Sebastopol Police Department was awarded the AB 114 funding totaling \$85,000.00. This funding period began July 1<sup>st</sup>, 2015 and operated through June 30<sup>th</sup>, 2016. Not all of the \$85,000.00 was utilized by June 30<sup>th</sup>, 2016. On September 26<sup>th</sup>, 2016, the County’s AB 114 oversight body allowed the remaining \$34,110.00 to be spent in Fiscal Year 2016/2017. 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 Agreement for Youth Alcohol and Drug Use Prevention Services.

**RECOMMENDATION:**

1. That the City Council Adopt and Approve the Resolution accepting the AB 114 grant agreement.

2. That the City Council amend the FY 2016-17 to include the \$34,110.00 in revenue and authorize budget expenditures of \$34,110.00 as described in the attached Agreement for Youth Alcohol and Drug Use Prevention Services.
3. Authorize the City Manager, or designee, to execute any and all agreements on behalf of the City of Sebastopol.

**Attachment(s):**

Resolution

Agreement for Youth Alcohol and Drug Use Prevention Services which includes a Scope of Work (Attachment A) and Fee Schedule (Attachment C)

Contact for Diane Davis

RESOLUTION NO. \_\_\_\_\_

RESOLUTION OF THE SEBASTOPOL CITY COUNCIL ACCEPTING FUNDING FROM THE COUNTY OF SONOMA FROM THE AB114 FUND ESTABLISHED PURSUANT TO 11489 OF THE CALIFORNIA HEALTH AND SAFETY CODE TO FUND THE ANALY HIGH SCHOOL OPERATION 1:4:1 CLUB IN THE AMOUNT OF \$34,110.00 AND AUTHORIZING THE EXPENDATURE OF THOSE FUNDS AT THE DIRECTION OF THE CITY MANAGER OR HIS DESIGNEE

WHEREAS, California Health and Safety Code 11489 established a county-level account, funded by asset forfeiture from drug law violators designed to help reduce drug use and gang involvement among youth; and

WHEREAS, the Sebastopol Police Department submitted a request to the County to obtain \$85,000 in funding to support and expand Analy High School's Operation 1:4:1; and

WHEREAS, on June 30<sup>th</sup>, 2015, the AB114 oversight committee reviewed and authorized the Sebastopol Police Department's request for funding; and

WHEREAS, not all of the funds were expended by June 30<sup>th</sup>, 2016; and

WHEREAS, on September 26<sup>th</sup>, 2016, the County of Sonoma's AB114 oversight board authorized the City of Sebastopol to expend the remaining \$34,110.00 in Fiscal Year 2016/2017.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Sebastopol does hereby authorize the receipt of \$34,110.00 from the County of Sonoma's AB114 fund and does further hereby authorize the City Manager or his designee to expend the funds in a manner consistent with the Agreement for Youth Alcohol and Drug Use Prevention Service contract to be entered into between the City of Sebastopol Police Department and the County of Sonoma.

VOTE  
AYES:  
NOES:  
ABSENT:  
ABSTAIN:

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Mayor Sarah Glade Gurney

ATTEST:

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Mary C. Gourley, Assistant City Manager/City Clerk, MMC

APPROVED AS TO FORM:

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Larry McLaughlin, City Manager/City Attorney

## AGREEMENT FOR YOUTH ALCOHOL AND DRUG USE PREVENTION SERVICES

This agreement ("Agreement"), dated as of September 26, 2016 ("Effective Date"), is entered by and between the County of Sonoma, a political subdivision of the State of California (hereinafter "County"), and City of Sebastopol (hereinafter "City").

### R E C I T A L S

WHEREAS, City represents that it is a duly qualified provider of programs targeting at-risk youth that aim to reduce youth alcohol and drug use and promote positive youth development and leadership opportunities through the Living Better: A Partnership for Social Change program; and

WHEREAS, the Sebastopol Police Department oversees the Living Better: A Partnership for Social Change program for City; and

WHEREAS, pursuant to California Health and Safety Code Section 11489 ("Section 11489"), subsection (b)(2)(A)(i), the County maintains a special fund for the purpose of funding programs for youth that are designed to combat drug abuse and divert gang activity; and

WHEREAS, the panel of public officials designated by Section 11489, subsection (b)(2)(A)(ii) (the "AB 114 Panel"), has determined that such funds should be used to engage the services of City to provide substance use prevention services and leadership training to at-risk youth; and

WHEREAS, the AB 114 Panel has determined that engaging City to perform such services satisfies the legislative intent of Section 11489, by allowing effective use of techniques and strategies to divert youth from delinquent activity, underage alcohol use, and drug use, and permits local law enforcement to work in partnership with local agencies and the private sector to administer such programs.

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

### A G R E E M E N T

#### 1. Scope of Services.

1.1 City's Specified Services. City shall perform the services described in Exhibit A, attached hereto and incorporated herein by this reference (hereinafter "Scope of Work"), and within the times or by the dates provided for in Exhibit A and pursuant to Article 7, Prosecution of Work. The County does not guarantee a minimum or maximum amount 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. City shall cooperate with County and County staff in the performance of all work hereunder.

1.3 Performance Standard. City 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 the profession. County has relied upon the professional ability and training of City as a material inducement to enter into this Agreement. City 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 City's work by County shall not operate as a waiver or release. If County determines that any of City'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 City to meet with County to review the quality of the work and resolve matters of concern; (b) require City 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. City 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 City to perform work hereunder, City 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. City 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 City's personnel assigned to perform services under this Agreement become unavailable due to resignation, sickness or other factors outside of City's control, City shall be responsible for timely provision of adequately qualified replacements.
- d. All persons who have direct contact with targeted youth (outside the presence of a youth's parent(s)) must pass a background check performed by the City of Sebastopol Police Department before performing any services under this Agreement. Such persons shall follow the background check procedure set forth in Exhibit B, attached hereto and incorporated herein by this reference.

2. Compensation.

2.1 Payment. For all services and incidental costs required hereunder, City shall be paid according to the rates described in Exhibit C, attached hereto and incorporated herein by this

reference, (hereinafter "Fee Schedule") provided, however, that total payments to City under this Agreement shall not exceed Thirty Four Thousand One Hundred and Ten Dollars (\$34,110.00), without the prior written approval of County. Such amount is not an estimate or minimum guarantee of payment: the amount to be paid under this Agreement shall be made in accordance with the services actually performed and the rate set forth herein. Expenses not expressly authorized by the Agreement shall not be reimbursed.

2.2 Method of Payment. City shall submit its bills in arrears on a monthly basis in a form approved by County's Auditor and the Sheriff-Coroner. 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.

2.3 Withholding. If applicable, and pursuant to California Revenue and Taxation code (R&TC) Section 18662, the County shall withhold seven percent of the income paid to City for services performed within the State of California under this agreement, for payment and reporting to the California Franchise Tax Board, if City 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 City does not qualify, County requires that a completed and signed Form 587 be provided by the City in order for payments to be made. If City 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 City 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, City has the option to provide County with either a full or partial waiver from the State of California.

3. Term of Agreement. The term of this Agreement shall be from September 26, 2016 to September 25, 2017, 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 City.

4.2 Termination for Cause. Notwithstanding any other provision of this Agreement, should City 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 City 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, City, 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, City shall be entitled to receive full payment for all services satisfactorily rendered up to the date of termination; provided, however, that if County terminates the Agreement for cause pursuant to Section 4.2, County shall deduct from such payment the amount of damage, if any, sustained by County by virtue of the breach of the Agreement by City.

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

5. Indemnification. City 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 City, that arise out of, pertain to, or relate to City's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. City agrees to provide a complete defense for any claim or action brought against County based upon a claim relating to such City's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. City'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 City's expense, subject to City'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 City 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, City shall maintain and shall require all of its subcontractors, contractors, and other agents to maintain, insurance as described in Exhibit D, which is attached hereto and incorporated herein by this reference

7. Prosecution of Work. The execution of this Agreement shall constitute City'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 City's performance of this Agreement shall be extended by a number of days equal to the number of days City has been delayed.

8. Extra or Changed Work. Extra or changed work or other changes to the Agreement may be authorized only by written amendment to this Agreement, signed by both parties. Minor changes, which do not increase the amount paid under the Agreement, and which do not significantly change the scope of work or significantly lengthen time schedules may be executed by the Sheriff-Coroner 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 City 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 City shall be entitled to no compensation whatsoever for the performance of such work. City 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 City.

9.1 Standard of Care. County has relied upon the professional ability and training of City as a material inducement to enter into this Agreement. City 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 City's work by County shall not operate as a waiver or release.

9.2 Status of City. The parties intend that City, 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. City 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, City 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. City 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. City also warrants that it's 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 City becomes debarred, City has the obligation to inform the County

9.4 Taxes. City 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. City 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 City'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, City agrees to furnish County with proof of payment of taxes on these earnings.

9.5 Records Maintenance. City 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. City shall maintain such records for a period of four (4) years following completion of work hereunder.

9.6 Conflict of Interest. City 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. City 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, City 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 City's or such other person's financial interests.

9.7 Statutory Compliance/Living Wage Ordinance. City agrees to comply, and to ensure compliance by its sub-consultants or subcontractors, with all applicable federal, state and local laws, regulations, statutes and policies, including but not limited to the County of Sonoma Living Wage Ordinance, applicable to the services provided under this Agreement as they exist now and as they are changed, amended or modified during the term of this Agreement. Without limiting the generality of the foregoing, City expressly acknowledges and agrees that this Agreement is subject to the provisions of Article XXVI of Chapter 2 of the Sonoma County Code, requiring payment of a living wage to covered employees. Noncompliance during the term of the Agreement will be considered a material breach and may result in termination of the Agreement or pursuit of other legal or administrative remedies.

9.8 Nondiscrimination. Without limiting any other provision hereunder, City 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. City 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. City 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 City in connection with this Agreement. City 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. City'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. City 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 City or City'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, City 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. City 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 City.

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:

Sonoma County Sheriff's Office  
Attn: Sheriff's Administration  
2796 Ventura Avenue  
Santa Rosa, CA 95403  
Ph: (707) 565-2781  
Fax: (707) 565 6018

TO: CITY:

Ana Kwong, Finance Director  
City of Sebastopol  
7120 Bodega Avenue  
Sebastopol, CA 95472  
Phone: (707) 823-7863  
Fax: (707) 823-1135

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. 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. City 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. City 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.

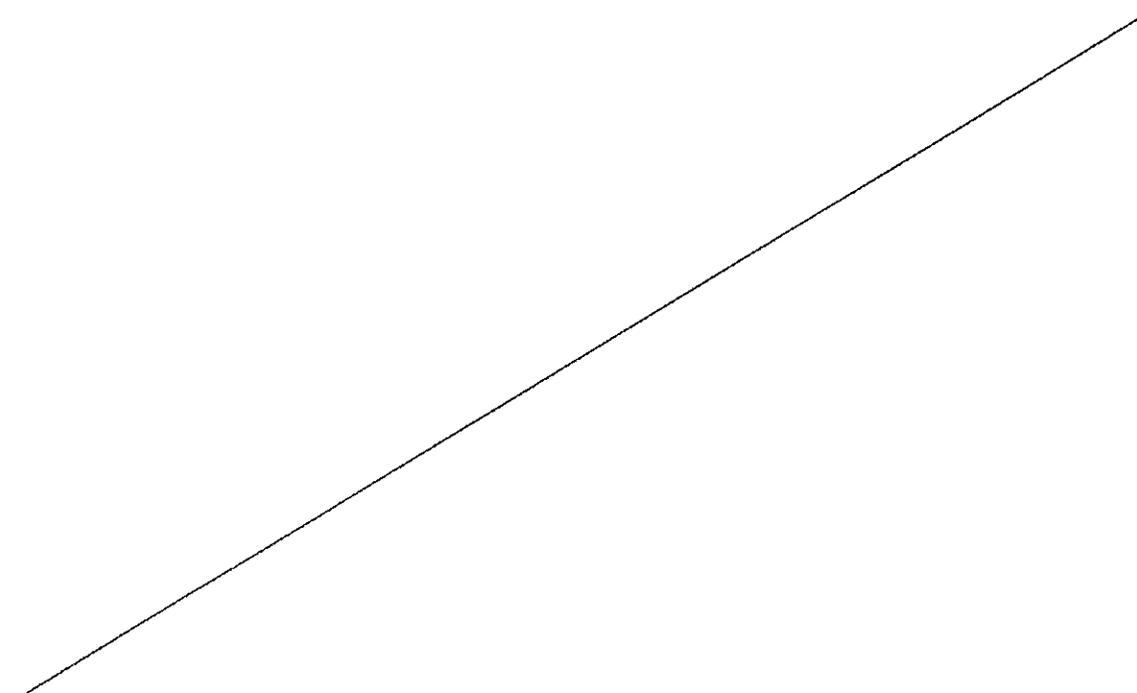
13.5 Applicable Law and Forum. This Agreement shall be construed and interpreted according to the substantive law of California, regardless of the law of conflicts to the contrary in any jurisdiction. Any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried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

CITY:  
CITY OF SEBASTOPOL

COUNTY:  
COUNTY OF SONOMA

By: JMM - JEFF MERRILL  
CHIEF OF POLICE

By: [Signature]  
Steve Freitas, Sheriff-Coroner

Date: 10/10/2016

Date: 10/17/16

APPROVED AS TO FORM FOR COUNTY:

By: [Signature]  
Deputy County Counsel

Date: 10/14/2016

CERTIFICATES OF INSURANCE ON  
FILE WITH SHERIFF'S OFFICE:

By: [Signature]  
A&O II

Date: 10/14/16

## Exhibit A

### Scope of Work

Targeted Youth. The Living Better: A Partnership for Social Change program is built on collective impact strategies to benefit primarily high school students and their parents in the West Sonoma County Unified High School District (WSCUHSD), and middle school students and their parents from Sebastopol-area schools, i.e. Twin Hills, Hillcrest, Brook Haven, and Sebastopol Charter School.

Program Services and Goals. The goals of the programs provided under this Agreement are to: 1) reduce youth alcohol, drug, and/or other substance use, 2) collaborate with community partners to support positive youth development and public health and safety, and 3) expand opportunities for student involvement and leadership at school and in the community. Students and/or parents will receive services via the following program activities:

- Parent workshops on the Positive Parenting Program (Triple P) offered by the California Parenting Institute
- Parent presentations on marijuana prevention and impacts of marijuana use on adolescents
- Youth leadership training
- Presentations to incoming freshman participating in summer school

Program Management. City shall perform program management and administrative functions for all programs in which target youth participate under this Agreement, including the following:

- Program Development and Implementation
- Activity Scheduling and Planning
- Coordination with Community and County Partners to implement training
- Program Evaluation
- Communications and Marketing Planning and Development
- Written evaluation of the program and services provided under this Agreement and compilation of a year-end report.

## **Exhibit B**

### **Background Procedure**

All persons who have direct contact with targeted youth (outside the presence of a youth's parent(s)) must pass a background investigation performed by the Sebastopol Police Department before performing any services under this Agreement. Such persons shall follow the background procedure below:

All persons who have direct contact with targeted youth should be prepared to

1. Provide personal data for the fingerprint card including: Name, AKA's, Address, Place of Birth, Sex, Date of Birth, Social Security #, Height, Weight, Eye Color, Hair Color.
2. Be photographed by the Sebastopol Police Department.
3. Complete and return the background forms per the instructions provided.

**Exhibit C**  
**Fee Schedule**

1. Direct Services: Fee-for-Service

<b>Service</b>	<b>Fee per unit</b>	<b>Estimated units</b>
California Parenting Institute Positive Parenting Program (Triple P) Workshops	\$150.00 per workshop	8 workshops, \$1,200
Ralph Cantor substance use education workshop	\$600.00 per workshop	4 workshops, \$2,400
Program Coordination	\$36.00 per hour	16 hours/week for 50 weeks, \$28,800
Spanish Translation Services	\$1,000.00 maximum	As needed up to \$1,000
Program Materials	\$710.00 maximum	As needed up to \$710

a. Reimbursement for Direct Services

Billable sessions described above are limited to the time spent providing direct services to targeted youth or the west county community. Contractor may not bill for preparation time, phone calls, local travel time, or any other administration time incurred.

b. Documentation of Direct Services

City shall provide to County the details, including dates and locations of service, for each workshop or session conducted.

2. Maximum Contract Limits

Regardless of the number of sessions, workshops, or evaluations conducted for the term of this Agreement, total payments to City will not exceed \$34,110.00.

## Exhibit D

### Insurance Requirements

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.

#### Workers Compensation and Employers Liability Insurance

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

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

#### 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.

#### Automobile Liability Insurance

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

#### Professional Liability/Errors and Omissions Insurance

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

#### 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.

#### Documentation

- a. The Certificate of Insurance must include the following reference: Sheriff's Office/Delinquency Prevention Through Targeted Outreach.
- b. All required Evidence of Insurance shall be submitted prior to the execution of this Agreement. Contractor agrees to maintain current Evidence of Insurance on file with County for the entire term of this Agreement and any additional periods if specified in Sections 1 – 4 above.
- c. The name and address for Additional Insured endorsements and Certificates of Insurance is: County of Sonoma, its Officers, Agents, and Employees. Attn: Sonoma County Sheriff's Office, 2796 Ventura Avenue, Santa Rosa, CA 95403.
- d. Required Evidence of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.
- e. Contractor shall provide immediate written notice if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.
- f. Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.

#### Policy Obligations

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

#### 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 FOR**

**THE SEBASTOPOL POLICE DEPARTMENT'S**

**AB114-FUNDED YOUTH ALCOHOL AND DRUG USE PREVENTION SERVICES**

This agreement is made and entered into this 1<sup>st</sup> day of November 2016 (effective September 26<sup>th</sup>, 2016 based upon the approval of Sonoma County's AB 114 oversight body), 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."

**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 and Drug Use 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. Work, Rate and Schedule of Payments

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

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

J. 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 "B", INSURANCE REQUIREMENTS FOR CONSULTANTS (REMIF), attached hereto and thereby made a part of this contract.

The term of this agreement is September 26<sup>th</sup>, 2016 through June 30<sup>th</sup>, 2017. The total amount available to Diane Davis under the terms of this agreement will not exceed \$34,110.00 (Thirty-four thousand, one hundred and ten dollars).

All progress payments Contractor has already made to Subcontractor for work performed under the terms of this agreement will be deducted from contract amount of \$34,100.00.

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Contractor

Larry McLaughlin, City Manager

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Date

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Subcontractor

Diane Davis

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Date

## **Insurance Requirements for Professional Services**

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, its agents, representatives, or employees.

### **MINIMUM SCOPE AND LIMIT OF INSURANCE**

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.  
*(Not required if consultant provides written verification it has no employees)*
4. **Professional Liability** (Errors and Omissions) Insurance appropriate to the Consultant's profession, with limit no less than **\$1,000,000** per occurrence or claim, \$2,000,000 aggregate.

If the Consultant maintains broader coverage and/or higher limits than the minimums shown above, the Entity requires and shall be entitled to the broader coverage and/or higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Entity.

### **Other Insurance Provisions**

**The insurance policies are to contain, or be endorsed to contain, the following provisions:**

#### ***Additional Insured Status***

**The Entity, its officers, officials, employees, and volunteers are to be covered as additional insureds** on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

#### ***Primary Coverage***

For any claims related to this contract, the **Consultant's insurance coverage shall be primary** insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

Each insurance policy required above shall state that **coverage shall not be canceled, except with notice to the Entity.**

### ***Waiver of Subrogation***

Consultant hereby grants to Entity a waiver of any right to subrogation which any insurer of said Consultant may acquire against the Entity by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Entity has received a waiver of subrogation endorsement from the insurer.

### ***Self-Insured Retentions***

Self-insured retentions must be declared to and approved by the Entity. The Entity may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Entity.

### ***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 Entity.

### ***Claims Made Policies***

If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided ***for at least five (5) years after completion of the contract of work.***
3. If coverage is canceled or non-renewed, and not ***replaced with another claims-made policy form with a Retroactive Date*** prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of ***five (5)*** years after completion of contract work.

### ***Verification of Coverage***

Consultant shall furnish the Entity with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Entity before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The Entity reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. **We strongly recommend** obtaining a copy of the policy declarations and endorsement page (make this a requirement in your Contract) to facilitate verification of coverages and spot any undesirable policy limitations or exclusions.

### ***Subcontractors***

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that Entity is an additional insured on insurance required from subcontractors.

### ***Special Risks or Circumstances***

Entity reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

## Exhibit A

### Scope of Work

Targeted Youth. The Living Better: A Partnership for Social Change program is built on collective impact strategies to benefit primarily high school students and their parents in the West Sonoma County Unified High School District (WSCUHSD), and middle school students and their parents from Sebastopol-area schools, i.e. Twin Hills, Hillcrest, Brook Haven, and Sebastopol Charter School.

Program Services and Goals. The goals of the programs provided under this Agreement are to: 1) reduce youth alcohol, drug, and/or other substance use, 2) collaborate with community partners to support positive youth development and public health and safety, and 3) expand opportunities for student involvement and leadership at school and in the community. Students and/or parents will receive services via the following program activities:

- Parent workshops on the Positive Parenting Program (Triple P) offered by the California Parenting Institute
- Parent presentations on marijuana prevention and impacts of marijuana use on adolescents
- Youth leadership training
- Presentations to incoming freshman participating in summer school

Program Management. City shall perform program management and administrative functions for all programs in which target youth participate under this Agreement, including the following:

- Program Development and Implementation
- Activity Scheduling and Planning
- Coordination with Community and County Partners to implement training
- Program Evaluation
- Communications and Marketing Planning and Development
- Written evaluation of the program and services provided under this Agreement and compilation of a year-end report.

Exhibit C

Fee Schedule

1. Direct Services: Fee-for-Service

Service	Fee per unit	Estimated units
California Parenting Institute Positive Parenting Program (Triple P) Workshops	\$150.00 per workshop	8 workshops, \$1,200
Ralph Cantor substance use education workshop	\$600.00 per workshop	4 workshops, \$2,400
Program Coordination	\$36.00 per hour	16 hours/week for 50 weeks, \$28,800
Spanish Translation Services	\$1,000.00 maximum	As needed up to \$1,000
Program Materials	\$710.00 maximum	As needed up to \$710

a. Reimbursement for Direct Services

Billable sessions described above are limited to the time spent providing direct services to targeted youth or the west county community. Contractor may not bill for preparation time, phone calls, local travel time, or any other administration time incurred.

b. Documentation of Direct Services

City shall provide to County the details, including dates and locations of service, for each workshop or session conducted.

2. Maximum Contract Limits

Regardless of the number of sessions, workshops, or evaluations conducted for the term of this Agreement, total payments to City will not exceed \$34,110.00.