



County of Santa Cruz ²⁵³

HEALTH SERVICES AGENCY

POST OFFICE BOX 962, 1080 EMELINE AVENUE SANTA CRUZ, CA 95061-0962
(831) 454-4000 FAX: (831) 4644488 TDD: (831) 4644123

May 3, 1999

BOARD OF SUPERVISORS
County of Santa Cruz
701 Ocean Street
Santa Cruz, CA 95060

**SUBJECT: Approval of Agreement for Mapping of Alcohol and Drug-Related
Police Calls for Service**

Dear Board Members:

This letter requests approval and authorization for the Health Services Agency (HSA) Administrator to sign the attached multi-year agreement with CLEW Associates for \$30,240 to implement an automated system for reporting and mapping alcohol and drug-related calls for police service.

Background

On October 20, 1998, your Board accepted grant funds from the Office of Traffic Safety (OTS) for \$2 13,150 over two years to implement a comprehensive driving under the influence (DUI) prevention and enforcement program. The grant application was developed in cooperation with local law enforcement agencies.

The OTS grant award provides funding for a sub-contract with CLEW Associates of Berkeley, California for computer programming and technical support to install CLEW's Alcohol-Sensitive Information Planning System/Geographic Information System (ASIPS/GIS) software in the Santa Cruz County Consolidated Emergency Communications Center. Maps and reports developed using ASIPS/GIS are intended for use in targeting enforcement and education efforts toward neighborhoods and alcohol-serving establishments that are frequent sources of alcohol and drug-related police calls, including DUI, alcohol sales to minors and intoxicated persons, and drug-related crimes. In the OTS grant request, the City of Santa Cruz had agreed to be the pilot project for the ASIPS/GIS Program. Implementing the program requires field police officers to gather additional data and record same for submission to the Emergency Communications Center. Based on the Santa Cruz City experiences, other jurisdictions, including the Sheriffs Department, can determine if they wish to use the system.

In the October 20th Board letter, HSA indicated that it was in discussions with the City of Santa Cruz Police Department regarding whether the City would serve as the umbrella agency for subcontracting with other law enforcement jurisdictions and vendors for OTS grant-funded services, or whether HSA would directly develop a set of separate agreements. Based on the status of the discussions at that time, HSA recommended and your Board authorized negotiation of a \$38,175 agreement with the City of Santa Cruz to serve as the umbrella contractor for OTS grant-related services, including the CLEW subcontract. The City, however,

has subsequently declined to serve as the umbrella contractor, and HSA, therefore, recommends a direct contract with CLEW Associates.

CLEW Agreement

The ASIPS/GIS software involves adding a simple code to the existing Emergency Communications Center automated system for logging law enforcement responses to calls for service that identifies alcohol or drug involvement in the service call. The ASIPS/GIS software permits development of maps and reports on alcohol and drug-involved police calls by a variety of elements, including geographic location of the incident, type of crime, and time of day. CLEW Associates developed the ASIPS/GIS software under a grant from the Robert Wood Johnson Foundation, and is offering licensure of the software at no cost to the County. The ASIPS/GIS software has been installed in several jurisdictions in California, including Pasadena, Santa Barbara and Berkeley, and has proven to be a useful tool in planning responses to local alcohol and drug-related problems.

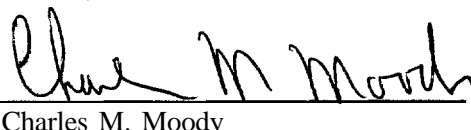
The attached agreement for \$30,240 provides for \$8,000 in 1998-99; \$17,120 in 1999-00; and \$5,120 in 2000-01 for CLEW Associates to install and maintain the ASIPS/GIS software; analyze data and develop reports; and train county and local law enforcement agency staff on data analysis, report development, and use of the data in identifying and planning responses to alcohol and drug-related problems.

The cost of the CLEW Associates agreement is fully offset by Office of Traffic Safety grant funds that are included in the HSA Alcohol and Drug Program budget. The proposed contract will not result in any increase in Net County cost.

It is, therefore, RECOMMENDED that your Board:

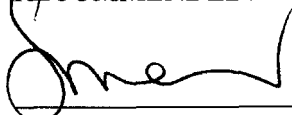
1. Authorize the Health Services Agency Administrator to sign the attached multi-year agreement with CLEW Associates to provide \$30,240 for implementation of an automated system for reporting and mapping alcohol and drug involvement in police calls for service.

Sincerely,



Charles M. Moody
Health Services Agency Administrator I

RECOMMENDED:



Susan A. Mauriello
County Administrative Officer

cc: County Administrative Officer
Auditor-Controller
County Counsel

HSA Administration
DADPA Administrator
CLEW Associates

COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT

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TO: Board of Supervisors
County Administrative Officer
County Counsel
Auditor-Controller

FROM: HEALTH SERVICES AGENCY (Dept.)
C. Moody (Signature) 5/5/99 (Date)

The Board of Supervisors is hereby requested to approve the attached agreement and authorize the execution of the same.

1. Said agreement is between the County of Santa Cruz Health Services Agency (Agency)
and CLEW Associates, 837 Folger, Avenue Berkeley, CA 94710 (Name & Address)

2. The agreement will provide for the installation and implementation of an alcohol/drug-sensitive system in a geographic information system (ASIPS/GIS) program format in the County's Consolidated Emergency Communication Center. Under the direction of the HSA Project Coordinator, the contractor will perform an array of system installation/management, data analysis, reporting, and training tasks.

3. The agreement is needed ⁺⁸⁻ May 8, 1999 to perform the above-mentioned tasks.

4. Period of the agreement is from May 8, 1999 to December 31, 2001

5. Anticipated cost is \$ 30,240.00 (Fixed amount, Monthly rate, Not to exceed)

6. Remarks: Anticipated cost per fiscal year: \$8,000.00 (FY98-99), \$17,120.00 (FY99-00), \$5,120.00 (FY00-01)

7. Appropriations are budgeted in 364022 (Index#) 3995 (Subobject)

NOTE: IF APPROPRIATIONS ARE INSUFFICIENT, ATTACH COMPLETED FORM AUD-74

Appropriations are available and have been encumbered. Contract No. CO 81830 Date 5/5/99

GARY A. KNUTSON, Auditor - Controller

By Ronald J. Silva Deputy.

Proposal reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize the County Health Services Administrator to execute the same on behalf of the ~~Health Services Agency~~

County Health Services (Agency).

Remarks: [Signature] (Analyst) By E. Schuy County Administrative Officer Date 5/5/99

Agreement approved as to form. Date _____

Distribution:

Bd. of Supv. - White
Auditor-Controller - Blue
County Counsel - Green *
Co. Admin. Officer - Canary
Auditor-Controller - Pink
Originating Dept. - Goldenrod

*To Orig. Dept. if rejected.

State of California)
County of Santa Cruz) ss

I _____ ex-officio Clerk of the Board of Supervisors of the County of Santa Cruz,
State of California, do hereby certify that the foregoing request for approval of agreement was approved by
said Board of Supervisors as recommended by the County Administrative Officer by an order duly entered
in the minutes of said Board on _____

BY _____ Deputy Clerk

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Form **W-9**
(Substitute)
County of Santa Cruz

Request for Taxpayer Identification Number and Certification

Give this form to the
County of Santa Cruz
Do NOT send to the IRS

Name (If joint names, list first and circle the name of the person or entity whose number you enter in Part I below. See instructions on page 2 if your name has changed.)

Business name (Sole proprietors see instructions on page 2.)

CLIEW ASSOCIATES ATTN: FRIEDNER WITTMAN

Please check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership ☐ Other

Address (number, street, and apt. or suite no.)

837 FOLGER AVE

City, state, and ZIP code

BERKELEY CAL 94710

YOU ARE PAID FOR:

- ☐ Health Care Services
☒ Other Service
☐ Rent ☐ Goods
☐ Freight ☐ Interest
☐ Other (Explain)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). For sole proprietors, see the instructions on page 2. For other entities, it is your employer identification number (EIN). If you do not have a number, see How To Get a TIN below.

Social security number

1 1 + 1 + 1 1 1

OR

Employer identification number

9143617781911

Note: If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.

Part II For Payees Exempt From Backup Withholding (See Part II instructions on page 2)

Part III Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding.

Certification instructions.—You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because of underreporting interest or dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, the acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (Also see Part III instructions on page 2.)

Sign
Here

Signature

Friedner Wittman

Date

April 7, 1999

Section references are to the Internal Revenue Code.

Purpose of Form.—A person who is required to file an information return with the IRS must get your correct TIN to report income paid to you, real estate transactions, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt or contributions you made to an IRA. Use Form W-9 to give your correct TIN to the requester (the person requesting your TIN) and, when applicable, (1) to certify the TIN you are giving is correct (or you are waiting for a number to be issued), (2) to certify you are not subject to backup withholding, or (3) to claim exemption from backup withholding if you are an exempt payee. Giving your correct TIN and making the appropriate certifications will prevent certain payments from being subject to backup withholding.

Note: If a requester gives you a form other than a w-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

What is Backup Withholding?—Persons making certain payments to you must withhold and pay to the IRS 31% of such

payments under certain conditions. This is called "backup withholding." Payments that could be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

If you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return, your payments will not be subject to backup withholding. Payments you receive will be subject to backup withholding if:

- You do not furnish your TIN to the requester, or
- The IRS tells the requester that you furnished an incorrect TIN, or
- The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
- You do not certify to the requester that you are not subject to backup withholding under 3 above (for reportable

interest and dividend accounts opened after 1983 only), or

- You do not certify your TIN. See the Part III instructions for exceptions.

Certain payees and payments are exempt from backup withholding and information reporting. See the Part II instructions and the separate instructions for the Requester of Form W-9.

How To Get a TIN.—If you do not have a TIN, apply for one immediately. To apply, get Form SS-5, Application for a Social Security Number Card (for individuals), from your local office of the Social Security Administration, or Form SS-4, Application for Employer Identification Number (for businesses and all other entities), from your local IRS office.

If you do not have a TIN, write "Applied For" in the space for the TIN in Part I, sign and date the form, and give it to the requester. Generally, you will then have 60 days to get a TIN and give it to the requester. If the requester does not receive your TIN within 60 days, backup withholding, if applicable, will begin and continue until you furnish your TIN.

COUNTY OF SANTA CRUZ
Health Services Agency

Contract Number:
Account: 364022
Subobject: 3995
Amounts: FY98-99 \$8.000: FY99-00 \$17.120: FY00-01\$5.120

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THIS CONTRACT is entered into this ^{18th} day of May, 1999, by and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY and CLEW Associates, hereinafter called CONTRACTOR. The parties agree as set forth in the following exhibits which are attached hereto and incorporated herein by this reference.

Exhibit


Title

A	Standard County Provisions
B	Standard Health Services Agency Provisions
C	Contractor Information and Scope of Work
D	Fiscal and Payment Provisions

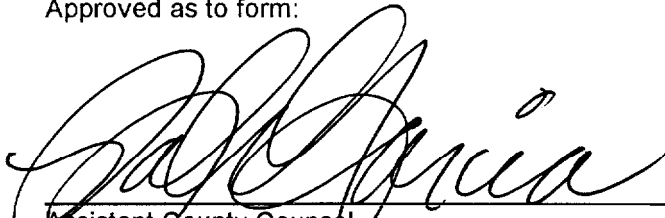
IN WITNESS THEREOF COUNTY and CONTRACTOR have executed this Agreement to be effective upon the date first above written.

CONTRACTOR:

COUNTY OF SANTA CRUZ:

Name: Friedner D. Wittman	Name: Charles M. Moody
Title: CLEW Associates Director	Title: Health Services Agency Administrator
Signature: 	Signature:
Date: April 16, 1999	Date:

Approved as to form:


Assistant County Counsel

Distribution:

County Administrative Office
Auditor-Controller
County Counsel
Health Services Agency
Contractor

EXHIBIT A - STANDARD COUNTY PROVISIONS

1. TERM. The term of this contract shall be from May 18, 1999 until December 31, 2000 unless terminated by either party in accordance with Paragraph 2 of this Exhibit. 258

2. EARLY TERMINATION. Either party hereto may terminate this contract at any time by giving thirty (30) days written notice to the other party.

3. INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS. CONTRACTOR shall exonerate, indemnify, defend, and hold harmless COUNTY (which for the purpose of paragraphs 3 and 4 shall include, without limitation, its officers, agents, employees and volunteers) from and against:

a. Any and all claims, losses, damages, defense costs, or liability of any kind or nature which COUNTY may sustain or incur or which may be imposed upon them for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with the CONTRACTOR's performance under the terms of this agreement, excepting any liability arising out of the sole negligence of the COUNTY. Such indemnification includes any damage to the person(s), or property (ies) of CONTRACTOR and third persons.

b. Any and all Federal, State, and Local taxes, charges, fees, or contributions required to be paid with respect to CONTRACTOR and CONTRACTOR's officers, employees and agents engaged in the performance of this Agreement (including, without limitation, unemployment insurance, social security and payroll tax withholding).

4. INSURANCE. CONTRACTOR, at its sole cost and expense, and for the full term of this Agreement (and any extensions thereof), shall obtain and maintain at minimum all of the following insurance coverage(s) and requirements. Such insurance coverage shall be primary coverage as respects COUNTY and any insurance or self-insurance maintained by COUNTY shall be excess of CONTRACTOR's insurance coverage and shall not contribute to it.

If CONTRACTOR utilizes one or more subcontractors in the performance of this Agreement, CONTRACTOR shall obtain and maintain Independent Contractor's Insurance as to each subcontractor or otherwise provide evidence of insurance coverage for each subcontractor equivalent to that required of CONTRACTOR in this Agreement.

a. Types of Insurance and Minimum Limits

1. Worker's Compensation in the minimum statutorily required coverage amounts.

2. Automobile Liability Insurance for each of CONTRACTOR's vehicles used in the performance of this Agreement, including owned, non-owned (e.g., owned by CONTRACTOR's employees), leased or hired vehicles, in the minimum amount of \$500,000 combined single limit per occurrence for bodily injury and property damage.

EXHIBIT A - STANDARD COUNTY PROVISIONS

3. Comprehensive or Commercial General Liability Insurance coverage in the minimum amount of \$1 ,000,000.00 combined single limit, including coverage for: 259
(a) bodily injury, (b) personal injury, (c) broad form property damage, (d) contractual liability, and (e) cross-liability.

b. Other Insurance Provisions

1. If any insurance coverage required in this Agreement is provided on a "Claims Made" rather than "Occurrence" form, CONTRACTOR agrees to maintain the required coverage for a period of three (3) years after the expiration of this Agreement (hereinafter "post agreement coverage") and any extensions thereof. CONTRACTOR may maintain the required post agreement coverage by renewal or purchase of prior acts or tail coverage. This provision is contingent upon post agreement coverage being both available and reasonable affordable in relation to the coverage provided during the term of this Agreement. For purposes of interpreting this requirement, a cost not exceeding 100% of the last annual policy premium during the term of this Agreement in order to purchase prior acts or tail coverage for post agreement coverage shall be deemed reasonable.

2. All required Automobile and Comprehensive or Commercial General Liability Insurance shall be endorsed to contain the following clause:

"The County of Santa Cruz, its officials, employees, agents and volunteers are added as additional insureds as respects the operations and activities of, or on behalf of, the named insured performed under Agreement with the County of Santa Cruz."

3. All required insurance policies shall be endorsed to contain the following clause:

"This insurance shall not be canceled until after thirty (30) days prior written notice has been given to : County of Santa Cruz, Health Services Agency, Purchasing/Claims, 1080 Emeline Avenue, Santa Cruz, CA 95060."

5. CONTRACTOR agrees to provide its insurance broker(s) with a full copy of these insurance provisions and provide COUNTY on or before the effective date of this Agreement with Certificates of Insurance for all required coverages. All Certificates of Insurance shall be delivered or sent to: County of Santa Cruz, Purchasing/ Claims, 1080 Emeline Avenue, Santa Cruz, CA 95060.

6. EQUAL EMPLOYMENT OPPORTUNITY. During and in relation to the performance of this Agreement, CONTRACTOR agrees as follows:

a. CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, disability, physical or mental disability, medical condition (cancer related), marital status, sex, sexual orientation, age (over 18), veteran status, gender, pregnancy, or any other non-

EXHIBIT A - STANDARD COUNTY PROVISIONS

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merit factor unrelated to job duties. Such action shall include, but not be limited to the following: recruitment; advertising; layoff or termination; rates of pay or other forms of compensation, and selection for training (including apprenticeship), employment, upgrading, demotion, or transfer. CONTRACTOR agrees to post in conspicuous places available to employees and applicants for employment, notice setting forth the provisions of this non-discrimination clause. The CONTRACTOR will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or contract or understanding, a notice advising the labor union or worker's representative of the CONTRACTOR'S commitments under this nondiscrimination clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

b. If this Agreement provides compensation in excess of \$50,000 to CONTRACTOR and if CONTRACTOR employs fifteen (15) or more employees, the following requirements shall apply:

1. CONTRACTOR shall, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, disability, physical or mental disability, medical condition (cancer related), marital status, sex, sexual orientation, age (over 18), veteran status, gender, pregnancy, or any other non-merit factor unrelated to job duties. In addition, the CONTRACTOR shall make a good faith effort to consider Minority/Women/Disabled Owned Business enterprises in CONTRACTOR's solicitations of goods and services. Definitions for Minority/Women/Disabled Business Enterprises are available from the COUNTY General Services Purchasing Divisions.
2. CONTRACTOR shall furnish COUNTY Affirmative Action Office, information and reports in the prescribed reporting format (PER 4012) identifying the sex, race, handicap or disability, and job classification of its employees and the names, dates and methods of advertisement and direct solicitation efforts made to subcontract with Minority/Women/Disabled Business Enterprises.
3. In the event of CONTRACTOR's non-compliance with the non-discrimination clauses of this Agreement or with any of the said rules, regulations, or orders said CONTRACTOR may be declared ineligible for further Agreements with the COUNTY.
4. CONTRACTOR shall cause the foregoing provisions of Subparagraph 6 to be inserted in all subcontracts for any work covered under this Agreement by a subcontractor compensated more than \$50,000 and employing more than fifteen (15) employees, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
5. During the performance of this Contract, the CONTRACTOR agrees to insure that minority, disabled and women business enterprises as defined in 49 CFR, Part 23 and California Code of Regulations, Title 2 shall have the maximum opportunity to participate in its performance. The CONTRACTOR will take all necessary and reasonable steps in accordance with these regulations to insure

EXHIBIT A - STANDARD COUNTY PROVISIONS

that Minority, Women and Disabled Veterans Business Enterprise Program have the, maximum opportunity to compete for and perform any subcontracts for materials, services or supplies procured under this agreement. 2 6 1

7. NONASSIGNMENT OF AGREEMENT. CONTRACTOR shall not assign this Agreement to a third party without the written consent of COUNTY. Any assignment without such written consent shall automatically terminate this Agreement.

8. SUBCONTRACTS. All subcontracts of CONTRACTOR for provisions of services covered under this Agreement shall be notified of CONTRACTOR's relationship to COUNTY. Any subcontract which is in excess of one-thousand dollars (\$1 ,000.00), other than those expressly identified in Exhibit C ("Scope of Work or Services Provided"), shall have prior written approval of COUNTY's Administrator and the Office of Traffic Safety. CONTRACTOR shall provide, upon request of COUNTY, copies of all subcontracts relating to this Agreement entered into by CONTRACTOR. As primary contractor under this Agreement, CONTRACTOR has legal responsibility for performance of all contract terms, including those services provided by subcontractors.

9. PRESENTATION OF CLAIMS. Presentation and processing of any or all claims arising out of or related to this Agreement shall be made in accordance with the provisions contained in Chapter 1.05 of the Santa Cruz County Code, which by this reference is incorporated herein.

10. RETENTION AND AUDIT OF RECORDS. CONTRACTOR shall retain records pertinent to this Agreement for a period of not less than five (5) years after final payment under this Agreement or until a final audit report is accepted by COUNTY, whichever occurs first. CONTRACTOR hereby agrees to be subject to the examination and audit by the Santa Cruz County Auditor-Controller, the Auditor General of the State of California, or the designee of either for a period of five (5) years after final payment under this Agreement,

11. INDEPENDENT CONTRACTOR STATUS FACTORS. CONTRACTOR and COUNTY have reviewed and considered the principal test and secondary factors below and agree that CONTRACTOR is an independent contractor and not an employee of COUNTY. CONTRACTOR is responsible for all insurance (worker's compensation, unemployment, etc.) and all payroll related taxes. CONTRACTOR is not entitled to any employee benefits. COUNTY agrees that CONTRACTOR shall have the right to control the manner and means of accomplishing the result contracted for herein.

PRINCIPAL TEST: The CONTRACTOR rather than COUNTY has the right to control the manner and means of accomplishing the result contracted for.

SECONDARY: (a) The extent of control which, by agreement, COUNTY may exercise over the details of the work is slight rather than substantial; (b) CONTRACTOR is engaged in a distinct occupation or business; (c) in the locality, the work to be done by CONTRACTOR is usually done by a specialist without supervision, rather than under the direction of an employer; (d) the skill required in the particular occupation is substantial rather than slight; (e) the CONTRACTOR rather than the COUNTY supplies the instrumentalities, tools and workplace; (f) the length of time for

EXHIBIT A - STANDARD COUNTY PROVISIONS

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which CONTRACTOR is engaged is of limited duration rather than indefinite; (g) the method of payment of CONTRACTOR is by the job rather than by the time; (h) the work is part of a special or permissive activity, program or project, rather than part of the regular business of COUNTY; (i) CONTRACTOR and COUNTY believe they are creating an independent relationship rather than an employer-employee relationship; and (j) the COUNTY conducts public business.

It is recognized that it is not necessary that all secondary factors support creation of an independent contractor relationship, but rather that overall there are significant secondary factors which indicate that CONTRACTOR is an independent contractor.

By their signatures to this Agreement, each party certifies that it is his or her considered judgment that the CONTRACTOR engaged under this Agreement is in fact an independent contractor.

1. MONITORING. CONTRACTOR agrees that COUNTY shall have the right to monitor the services provided under this Agreement. Monitoring shall be conducted according to the standards and guidelines set forth by State and COUNTY requirements. CONTRACTOR agrees to provide COUNTY with access to all applicable files and records as may be necessary to monitor the services according to the standards and guidelines described above.
2. CONFIDENTIALITY OF RECORDS. CONTRACTOR agrees that all information and records obtained in the course of providing services to its clients shall be subject to confidentiality and disclosure provisions of applicable Federal and State statutes and regulations adopted pursuant thereto. CONTRACTOR agrees that it has a duty and responsibility to make available to COUNTY the contents of client records which are maintained in connection with the performance of CONTRACTOR's duties and responsibilities under this Agreement, subject to the provisions of heretofore mentioned Federal and State statutes and regulations. COUNTY acknowledges its duties and responsibilities regarding such records under such statutes and regulations.
3. REPORTS. CONTRACTOR shall submit written reports of operations, and other reports as requested by COUNTY. Format for the content of such reports will be jointly developed by COUNTY and CONTRACTOR and shall be submitted to COUNTY's Administrator.
4. NOTICE OF POSSIBLE TERMINATION FOR CAUSE. (a) In the event CONTRACTOR fails to perform any of the provisions of this Agreement or fails to make progress so as to endanger performances of this Agreement in accordance with its terms, and in either of these circumstances does not cure such failure within fourteen (14) days after receipt of notice from COUNTY specifying such failure, COUNTY may by written notice of default terminate the whole or part of this Agreement. (b) In the event of a termination pursuant to Paragraph 4(a), all finished or unfinished documents, and other materials, prepared by CONTRACTOR under this Agreement shall become the property of COUNTY. CONTRACTOR shall be entitled to receive reasonable compensation not to exceed actual cost as reported in interim costs reports for any satisfactory work completed on such documents, or other such materials to date of termination, not to exceed amount payable to date of termination under Paragraph 4(a) reduced by the amount of damages sustained by COUNTY by reason of such breach.
5. TERMINATION DUE TO CESSATION OF FUNDING. COUNTY shall have the right to terminate this Agreement without prior notice to CONTRACTOR in the event that State or Federal funding for this Agreement ceases prior to the ordinary term of the Agreement.
6. WITHHOLDING OF PAYMENT. COUNTY may withhold final payment until year end reports are received and approved by COUNTY. COUNTY may suspend or terminate payments for noncompliance with the terms of this Agreement.

7. SPECIAL AUDIT PROVISIONS. CONTRACTOR(s) 'who expend \$300,000 or more of federal funds a year must comply with Office of Management and Budget (OMB) Circular A-133, Audits of Institutions of Higher Education and Other Non-Profit Institutions, which requires a single or program-specific audit to be conducted annually. A copy of the A-133 audit shall be submitted to the COUNTY no later than eight months following the end of the fiscal year being audited. Recipients of less than \$300,000 a year in federal funds are exempt from A-i 33 audit requirements. Only costs of audits performed under Circular A-133 are allowable and can be charged to the federal awards.
8. DISALLOWANCE AND RESPONSIBILITY FOR AUDIT EXCEPTIONS. CONTRACTOR is responsible for knowledge of, and compliance with, all COUNTY, State and Federal regulations applicable to expenditure of funds under the terms of this Agreement. In the event CONTRACTOR claims and receives payment from COUNTY which is later disallowed based on an audit performed by the COUNTY, the State of California or the United States government, CONTRACTOR shall promptly refund the disallowed amount to COUNTY on request, or at COUNTY's sole option, COUNTY may offset the amount disallowed from any payment due or to become due to CONTRACTOR under this Agreement. CONTRACTOR also agrees to assume all responsibility for receiving, replying to, and complying with any audit exceptions by the COUNTY, State or Federal audit agency.
9. INTEREST OF CONTRACTOR. CONTRACTOR covenants that is presently has no interest, including but not limited to, other projects or independent contractors, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. CONTRACTOR further covenants that in the performance of this agreement no person having any such interest shall be employed or retained by it under this Agreement.
10. POLITICAL ACTIVITIES PROHIBITED. None of the funds, provided directly or indirectly, under this Agreement shall be used for any political activities or to further the election or defeat of any candidate for public office. CONTRACTOR shall not utilize or allow its name to be utilized in any endorsement of any candidate for elected office. Neither the contract nor any funds provided thereunder shall be utilized in support of any partisan political activities for or against the election of candidates for an elected office.
11. LOBBYING. None of the funds provided under this contract shall be used for publicity or propaganda purposes designed to support or defeat any legislation pending before State or Federal legislatures or the Board of Supervisors of the COUNTY to an extent other than allowed under applicable federal tax regulations for tax exempt corporations pursuant to 26 C.F.R. Section 501 (c)(3)-(ib)(3).
12. CONFORMANCE TO REGULATIONS. CONTRACTOR shall perform this Agreement in conformance with applicable Federal, State and local rules and regulations, including applicable facility and professional licensure and/or certification laws.

13. CONFORMANCE TO LAW. This Agreement shall be construed and interpreted according to the laws of the State of California, the United States of American and the ordinances of the County of Santa Cruz.

14. ADMISSION POLICIES. Admission procedures shall be in writing, be available to the public and include a provision that services, benefits and facilities shall be provided to patients/clients without regard to race, color, religion, age, disability, national origin, gender, or sexual orientation and that no one will be refused services because of an inability to pay for services.

15. NONDISCRIMINATION IN SERVICES. BENEFITS AND FACILITIES. There shall be no discrimination in the provision of services because of race, color, religion, age, disability, national origin, gender, or sexual orientation, in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. Section 2000d, Sections 503 and 504 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990, rules and regulations promulgated pursuant thereto, or as otherwise provided on the ground of any of the aforementioned characteristics. Discrimination in the provision of services includes, but is not limited to, the following: denying a person any service or benefit; providing to a person any service or benefit which is different, or is provided in a different manner or at a different time from that provided to other persons under this Agreement; subjecting a person to segregation or separate treatment in any matter related to that person's receipt of any service; restricting a person differently in any way in the enjoyment of an advantage or privilege enjoyed by others receiving any service or benefit; treating a person differently from others in determining whether that person satisfied any admission, enrollment quota, eligibility, membership, or other requirement or condition which individuals must meet in order to be provided any service or benefit; assignment of times or places for the provision of services on the basis of any of the aforementioned characteristics of the person(s) to be served. CONTRACTOR will take affirmative action to ensure that intended beneficiaries are provided services without regard to race, color, religion, age, disability, national origin, gender, or sexual orientation.

16. CONTRACTOR'S PERSONNEL STANDARDS. CONTRACTOR shall determine that all staff providing services under this Agreement shall be personally and professionally qualified to perform the job requirements under this Agreement. CONTRACTOR shall maintain a resume for each employee which shall include qualifying education, experience and licenses, if applicable. COUNTY may review resumes of all CONTRACTOR's employees to determine that CONTRACTOR is meeting State and/or Federal job qualification requirements, if applicable under this Agreement.

17. VOLUNTEERS. CONTRACTOR agrees not to fill budgeted positions with volunteer workers.

18. RESPONSIBILITY FOR INVENTORY ITEMS. (a) Any equipment, materials, supplies, or property of any kind purchased from funds advanced or reimbursed under the terms of this Agreement having a useful life of three years or greater and a value in excess of fifteen hundred dollars is defined as an inventory item. All such items not fully consumed in the work described herein shall be the property of the COUNTY at the termination of this Agreement unless the COUNTY, at its sole discretion, makes an alternate disposition. CONTRACTOR shall, at the request of COUNTY, submit an inventory of said items purchased under the terms of this Agreement, and for items received on a loan basis from COUNTY; such inventory will not be required more frequently than annually. CONTRACTOR shall provide a final inventory to COUNTY's Administrator within ten (10) days of the termination of this Agreement. Final disposition of all inventory items shall be in accordance with written instruction provided by COUNTY. (b) Inventory items in CONTRACTOR's possession shall only be used in connection with the program funded under this Agreement, and shall not be loaned to the public at large. CONTRACTOR is strictly liable for repairing or replacing any inventory item which is lost and/or damaged while in its possession. CONTRACTOR is responsible for the proper maintenance of all inventory items. CONTRACTOR will return all inventory items to COUNTY in the same condition that it received them except for damage due to normal wear and tear.

19. ASSIGNABILITY. CONTRACTOR shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of COUNTY thereto; provided, however, that claims for money, due or to become due to CONTRACTOR from COUNTY under this Agreement may be assigned without such approval. Notice of any assignment or transfer shall be furnished promptly to COUNTY.

20. OWNERSHIP, PUBLICATION, REPRODUCTION AND USE OF MATERIAL. All reports, studies, information, data, statistics, maps, photographs, forms, designs, and plans collected or produced under this Agreement shall be the property of COUNTY and the Office of Traffic Safety. No such materials or properties produced in whole or in part under this Agreement shall be subject to private use, copyright or patent right by CONTRACTOR in the United States or in any other country without the express written consent of the COUNTY and the Office of Traffic Safety, except that CONTRACTOR may make scholarly use of the non-confidential data and information collected pursuant to this agreement without having to first obtain the written consent of COUNTY and the Office of Traffic Safety. The CONTRACTOR, COUNTY and the Office of Traffic Safety shall have unrestricted authority to publish, disclose, and distribute CONTRACTOR's work product in the United States or in any other country according to the standard CLEW ASIPS/GIS license agreement incorporated herein by reference. COUNTY and the Office of Traffic Safety shall have unrestricted authority to publish, disclose, distribute and otherwise use copyright or patent, in whole or in part, any such reports, studies, data, statistics, forms or other materials or properties produced under this Agreement. Both written and oral releases are considered to be within the context of publication. However, there is no intention to limit discussion of the study with small technical groups, scientific conferences, professional meetings or lectures to employees or students. All reports published by the CONTRACTOR shall contain the following statement on the credit sheet: The opinions, findings, and conclusions expressed in this publication are those of the authors and not necessarily those of the

EXHIBIT B - STANDARD HEALTH SERVICES AGENCY PROVISIONS

County of Santa Cruz, Office of Traffic Safety, the National Highway Traffic Safety Administration or the Federal Highway Administration. All reports and publications shall contain the following credit line: "In cooperation with the County of Santa Cruz, Office of Traffic Safety, the National Highway Traffic Safety Administration, and Federal Highway Administration."

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21. EVALUATION/RESEARCH. Evaluation or research involving contact with past or present recipients of services provided under this Agreement shall be permitted with the informed consent of the recipient and only after the CONTRACTOR has determined that the conduct of such evaluation or research will not adversely affect the quality of services provided or individual participation in services. COUNTY reserves the right to prohibit or terminate evaluation or research activities which in its judgment jeopardize the quality of services or individual participation in services provided under this Agreement.

22. PUBLICITY. CONTRACTOR agrees to provide acknowledgment to COUNTY in any and all public information released regarding programs, activities and services provided under this Agreement. Such releases shall contain a credit substantially as follows:

This program is funded under a contract with the County of Santa Cruz.

24. CHANGES. (a) COUNTY may from time to time request changes in the scope of services of CONTRACTOR to be performed hereunder. Such changes including any increase or decrease in the amount of CONTRACTOR's compensation, which are mutually agreed upon by and between COUNTY and CONTRACTOR, shall be effective when incorporated in written amendments in this Agreement. No alteration, amendment, or modification of the terms of this Agreement shall be valid unless executed by written amendment hereto and approved by COUNTY or unless otherwise provided for or permitted under Exhibit D ("Fiscal and Payment Provisions"); (b) COUNTY shall have the right to renegotiate the financial and/or programmatic terms of this Agreement in the event that there is a reduction in the approved budget.

25. SAFETY AND INFECTION CONTROL. CONTRACTOR asserts that it is in compliance with applicable Ca/OSHA guidelines for safety and infection control, including blood-borne pathogens, and that there are no enforcement actions, litigation, or other legal or regulatory proceeding in progress or being brought against CONTRACTOR as a result of non-compliance with such guidelines. CONTRACTOR agrees to notify COUNTY immediately should the status of any of the assertions in this paragraph change or come into question.

CONTRACTOR must upon request furnish documentation satisfactory to COUNTY's Health Officer, of the absence of tuberculosis disease for any employee or volunteer who provides services under this Agreement.

CONTRACTOR agrees to furnish COUNTY, upon request, a copy of CONTRACTOR's Safety and Infection Control Policy.

26. NON-SOLICITATION CLAUSE. The CONTRACTOR warrants that he/she has not employed or retained any company or persons, other than a bona fide employee working solely for the consultant, or paid any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, the State shall have the right to annul this Contract without liability, or, in its discretion to deduct from the Contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

27. PROJECT INSPECTION. The ADMINISTRATOR, Office of Traffic Safety, the National Highway Safety Administration, the Federal Highway Administration may review and inspect the CONTRACTOR'S activities during the progress of the program.

1. CONTRACTOR INFORMATION.

Name: CLEW Associates
 Representative: Fried D. Wittman
 Address: 837 Folger Avenue
 Berkeley, CA 94710
 Telephone: 510-540-4717
 Tax ID: 94-307-7891
 Number:

2. DUTIES AND SERVICES PROVIDED.

DUTIES. Under the direction of the COUNTY Project Director, the CONTRACTOR will develop a Santa Cruz City **ASIPS/GIS** Program that describes the distribution of alcohol/other drug (AOD) problems in Santa Cruz County by time, location, and type of setting. CONTRACTOR will work collaboratively with the Santa Cruz Police Department (hereafter Santa Cruz PD) to install and implement an **ASIPS/GIS** program in the Santa Cruz County Consolidated Emergency Communications Center (hereafter Communications Center). Implementation experiences for this **ASIPS/GIS** program also will serve as a pilot project to encourage adoption of the Santa Cruz **ASIPS/GIS** program for use in the cities of Capitola and Watsonville, and in the unincorporated area of Santa Cruz County, to prevent traffic safety and community-level alcohol/other related problems.

TASKS TO BE PERFORMED: Work will be performed in good faith according to estimated-time-to-completion as shown for each Task. These time estimates shall take effect based on the actual agreed start-date for work on this contract. These estimates may be modified, as unforeseen conditions warrant, without changing other terms of this Agreement.

Task 1. Work with the Communications Center and Santa Cruz Police Department to establish a protocol to collect and report **ASIPS/GIS** data provided by the Santa Cruz Police Department (PD).

Task 1.1. Prepare an "AOD Identifier" that captures the extent of AOD involvement in all police calls for service consistent with Santa Cruz PD operations, and install the AOD identifier in the Communications Center dispatch system.

Task 1.2. In cooperation with the Santa Cruz PD, commence reporting of **ASIPS/GIS** data on Santa Cruz PD calls for service using an AOD identifier and establish system for transferring these data to CLEW Associates.

Task 1 estimated completion: Month 02

Task 2. Manage and analyze **ASIPS/GIS** data collected by the Santa Cruz PD.

Task 2.1. Establish a data management system and protocol at CLEW Associates to accept and manipulate Santa Cruz PD **ASIPS/GIS** data.

EXHIBIT C -SCOPE OF WORK

Task 2.2. Meet with the Project Director and Santa Cruz PD to select alcohol problems and related environmental variables that are to be monitored on a continuing basis and to be reported in an "ASIPS/GIS Community Tour of Alcohol and Other Drug Problems in the City of Santa Cruz."

Task 2.3. Prepare quarterly "Community Tour" reports commencing no later than 30 days after the first 90 days of ASIPS data collection has begun.

Task 2 estimated completion: Quarterly beginning Month 05

Task 3. Facilitate use of ASIPS/GIS data by the COUNTY, by the Santa Cruz Police Department, and by related agencies and organizations, for planning to prevent alcohol-related traffic safety problems.

Task 3.1. Conduct two sets of "application interviews": Meet with participating Santa Cruz city agencies and community groups to review the findings of the Community Tour report and to identify AOD problems that are of particular concern.

Task 3.1 estimated completion: Month 07 and Month 12

Task 3.2. Conduct at least one presentation each for local officials and for community groups to review the ASIPS/GIS Program and its findings regarding alcohol/drug problems in the City of Santa Cruz.

Task 3.2 estimated completion: Month 07

Task 4. Offer technical assistance and consultation to public agencies and community organizations on the use of specific policies and strategies for management of AOD problems identified by the Santa Cruz PD ASIPS/GIS program.

Task 4.1. Provide at least two introductory seminar educational sessions co-sponsored by Santa Cruz PD and other city officials regarding environmental approaches for the prevention of alcohol and other drug problems identified by ASIPS/GIS data (this work will be based on Environmental Prevention Strategies and on the Three-Actor Model developed by the Community Prevention Planning Program, ISSC/UCB, and CLEW Associates).

Task 4.1. estimated completion: Month 03

Task 4.2. As contract resources allow, consult on the use of Environmental Intervention Strategies and the Three-Actor Model to develop prevention strategies to reduce or eliminate AOD problems identified through the work of Task 3.

Task 4.2. estimated completion: Continuous from Month 07

Task 5. Confer with public agencies and community groups in other Santa Cruz County jurisdictions, namely Santa Cruz County, Watsonville, and Capitola, to encourage use of the ASIPS/GIS program developed for the City of Santa Cruz in these other jurisdictions.

Task 5.1.. As requested by the local jurisdiction, provide at least one introductory seminar for each jurisdiction's public agencies and community groups to review ASIPS/GIS programs and their application to the City of Santa Cruz.

Task 5.1. estimated completion: Month 12

EXHIBIT C -SCOPE OF WORK

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Task 5.2. Provide at least one follow-up technical meeting with the jurisdiction's law enforcement agency to identify technical issues affecting adoption of the **ASIPS/GIS** system, and to recommend solutions to problems in adoption (if any).

Task 5.1. estimated completion: Month 15

Task 6. Prepare a feasibility report on extending the **ASIPS/GIS** reporting system to include other services dispatched through the Communications Center, namely emergency medical services and fire department services.

Task 6 estimated completion: Month 08

Task 7. Furnish interim reports quarterly as to the progress of the study or less frequently upon demand by the Administrator or the Office Traffic Safety. A final report in draft form shall be provided to the Administrator and the Office of Traffic Safety thirty days prior to contract termination for review, recommendations and approval by both parties prior to the CONTRACTOR furnishing three printed copies of the approved final report. The final report is due forty-five days after project completion. Costs incidental to the report's preparation or delivery that are incurred subsequent to the termination date of the project are not allowable.

Task 7 estimated completion: Month 15

1. COMPENSATION. In consideration for CONTRACTOR accomplishing the result described in Exhibit C (Scope of Work), COUNTY agrees to pay for personnel assigned at the following rates which shall include overhead:

Project Director	\$80.00 per hour
Information Services Director	\$60.00 per hour
Project Associate	\$40.00 per hour
Clerical Staff	\$30.00 per hour

The total amount not to exceed **\$30,240.00** as detailed below. The CONTRACTOR shall be reimbursed monthly in arrears and invoices shall be submitted in triplicate and addressed to the Project Director.

2. BUDGET DETAIL.

Estimated compensation payments for tasks described in Exhibit C (Scope of Work, Section 2) from May 4, 1999 to June 30, 1999: \$8,000; July 1, 1999 to June 30, 2000: \$17,120; from July 1, 2000 to December 31, 2000: \$5,120.

3. PARTIAL PERFORMANCE. In the event less than all services are performed in a proper and timely manner, CONTRACTOR shall be paid only the reasonable cost for the services performed for the payment period as determined by COUNTY's Administrator.

4. BUDGET CONTROL. With prior written approval of COUNTY, CONTRACTOR may adjust cost among budget line items or add, delete or modify line items as long as the total amount of the contract per fiscal year is not exceeded. Funds can not be transferred between fiscal years without prior approval of COUNTY Administrator.

COMPANY/ORGANIZATION NAME

The contractor or grant named above hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. The above named contractor or grant recipient will:

1. **Publish** a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by government Code Section 8355(a).
2. Establish a Drug-Free Awareness Program as required by government Code Section 8355(b), to inform employees about all of the following:
 - (a) The dangers of drug abuse in the workplace,
 - (b) Any available counseling, rehabilitation and employee assistance programs, and
 - (c) Any available counseling, rehabilitation and employee assistance programs, and
 - (d) Penalties that may be imposed upon employees for drug abuse violations.
3. Provide as required by Government Code Section 8355 (c), that every employee who works on the proposed contract or grant:
 - (a) Will receive a copy of the company's drug-free policy statement, and
 - (b) will agree to abide by the terms of the company's statement as a condition of employment on the contract or grant.

CERTIFICATION

I, the official named below, hereby swear that I am duly authorized legally to bind the contractor or grant recipient to the above described certification. I am fully aware that this certification, executed on the date and in the county below, is made under penalty of perjury under the laws of the State of California.

* OFFICIAL'S NAME

FRIEDNER D WITTMAN

DATE EXECUTED

APRIL 15 1999

EXECUTED IN THE COUNTY OF

ALAMEDA

CONTRACTOR OR GRANT RECIPIENT SIGNATURE

Fried D Wittman

TITLE

PRESIDENT

FEDERAL I.D. NUMBER

94-30077891

94-3077891