



PLACER COUNTY
SHERIFF
CORONER-MARSHAL



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EDWARD N. BONNER
SHERIFF-CORONER-MARSHAL

DEVON BELL
UNDERSHERIFF

To: The Honorable Board of Supervisors
From: Edward N. Bonner, Sheriff-Coroner-Marshall
Date: July 12, 2011
Subject: Alcoholic Beverage Control (ABC) Grant

Action Requested

Adopt the attached Resolution accepting the Alcoholic Beverage Control (ABC) grant in the amount of \$38,100; authorize the Sheriff to sign and execute the grant Agreement and authorize the Purchasing Manager to execute any documents related to equipment purchases funded by the grant.

Background

The ABC grant was awarded to the Placer County Sheriff's Office to deter illegal sales of alcohol to minors. The grant provides funding for overtime; field investigations funding; equipment and training. The ABC grant funding will be utilized by the Sheriff's Office to provide an ongoing program that targets problematic ABC licensed premises, citizens purchasing alcohol for minors and minors using alcohol. The Sheriff's Office plans to run decoy operations throughout the summer months, targeting underage minors in particular, and continue operations at licensed establishments throughout the year. Decoy operations and narcotic enforcement operations will be used throughout the grant period. Your Board's acceptance of the grant and authorization for the Sheriff to execute the award documents is required. The grant Agreement is available for review at the office of the Clerk of the Board.

Fiscal Impact

This grant award is for \$38,100 and will be included in our FY 2011-2012 Final Budget. There is no impact to the General Fund.

495

Before the Board of Supervisors County of Placer, State of California

In the matter of:
State Department of Alcoholic Beverage Control
Grant Agreement

Resol. No:
Ord. No:
First Reading:

The following Resolution was duly passed by the Board of Supervisors of
the County of Placer at a regular meeting held July 12, 2011,

by the following vote on roll call:

Ayes:

Noes:

Absent:

Signed and approved by me after its passage.

Chairman, Board of Supervisors

Attest:
Clerk of said Board

WHEREAS, the Sheriff's Office (Agency) is required to execute a contract agreement with the State Department of Alcoholic Beverage Control (Department) for acceptance of grant funding in association with its enforcement of problematic Alcoholic Beverage Control licensed establishments; and

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors approves the contract agreement between Placer County and the Department for the Alcoholic Beverage Control Grant Program in the maximum amount of \$38,100 and authorizes the Sheriff-Coroner-Marshal, Edward N. Bonner, to execute the contract agreement and claim reimbursement forms.

AGREEMENT NUMBER

11G-LA26

REGISTRATION NUMBER

COPY

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

DEPARTMENT OF ALCOHOLIC BEVERAGE CONTROL

CONTRACTOR'S NAME

County of Placer through the Placer County Sheriff's Department

2. The term of this Agreement is: **July 1, 2011** through **June 30, 2012**

3. The maximum amount of this Agreement is: **\$ 38,100**

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work 4 page(s)

Exhibit B – Budget Detail and Payment Provisions 3 page(s)

Exhibit C* – General Terms and Conditions GTC 610

Check mark one item below as Exhibit D:

Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement) 1 page(s)

Exhibit - D* Special Terms and Conditions

Exhibit E – Additional Provisions page(s)

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at www.ols.dgs.ca.gov/Standard+Language

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR		California Department of General Services Use Only
CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.) County of Placer through the Placer County Sheriff's Department		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING Edward N. Bonner, Sheriff		
ADDRESS PO Box 6990 Auburn, CA 95604		
STATE OF CALIFORNIA		
AGENCY NAME Department of Alcoholic Beverage Control		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING Ed Jimenez, Assistant Director, Administration		
ADDRESS 3927 Lennane Drive, Suite 100; Sacramento, CA 95834		

Exempt per: GC 14616

SCOPE OF WORK

Problem Statement

The Placer County Sheriff's Department serves approximately 30,000 minor students enrolled in sixth through twelfth grade. There are 28 elementary schools within the county jurisdiction, seven high schools in the county jurisdiction and seven more high schools within city limits. There are also many young adults under 21 who regularly attend Sierra Community College, located within the Rocklin City Limits, but on the border of the county jurisdiction. Approximately 35% of the county's population is under 21 years of age. During 2007-2008 the Sheriff's Office worked closely with other jurisdictions and county entities to combat under-aged drinking through an ABC Grant. The Sheriff's Office currently coordinates the Coalition for Placer Youth and other law enforcement agencies on Parents Who Host Lose the Most, and representatives attend regularly scheduled meetings with other agencies. The Sheriff's Office School Resource Officers actively participate in high school anti-drug and alcohol programs and clubs within the educational setting within the county. The Sheriff's Office annually participates with the California Highway Patrol in the Every 15 Minutes Program. The local Sheriff's deputies annually donate and participate in the all the local high schools' Sober Grad Nights. Beginning in 2007 the Sheriff's Office also began hosting large community forums pertaining to drug and alcohol use by young people. These forums were held in six different communities and were well attended. Young people were also specifically trained to lead youth forums of the same nature. Needs assessment surveys were conducted at the forums, local high schools, and other community events. Drugs and alcohol, along with violence and other youth issues, were identified as the top concerns by those surveyed.

Existing datasets, including crime and incident reports, citations, arrests, community surveys, and California Healthy Kids Surveys (CHKS) were evaluated for a needs assessment. According to the Healthy Kids Survey, 34% of Placer County students surveyed in 11th grade reported they had used alcohol in the past 30 days. The majority of those surveyed who reported that they had used alcohol reported that the age of onset was 13-14 years of age. Seventy-five percent of 11th graders reported that alcohol was easy to obtain. Eighteen percent of 11th graders surveyed reported that they gotten very drunk or sick from drinking alcohol up to seven time. Data obtained from the emergency room (UC Davis Medical Center 2005-2008) showed a 30% increase in kids between 12-17 coming to the ER with trauma from drinking, a 60% increase in youth presenting to the ER intoxicated, and an increase in average blood alcohol content (BAC) from .13 to .16.

The median household income in Placer County is \$80,987, with only 9% of families falling below poverty level. Many areas of Placer County are affluent areas where young people have money to purchase alcohol illegally. Wealth in some parts of the County has created 'abandonment by affluence' wherein vacationing parents leave their teenagers home alone or with inadequate supervision. At the other end of the spectrum the county has several areas that include first generation Latino immigrants. These children serve as interpreters for their parents, telling them what they want them to know. The Latino youth frequently try to fit into the *American Way* by abusing drugs and alcohol. Finally, Placer County's population has surged in the past decade, making it the fastest growing county in the region. Some areas of Placer County had over a 300% population increase. Due to this rapid growth, low cost recreation opportunities for youth are in demand, but not in existence. With California facing current budget shortfalls, the county has also fallen prey. Unemployment and foreclosures are at a record high while the rate of homelessness has also increased. One city within the county is on the verge of bankruptcy and local law enforcement agencies have had to lay off officers. Prevention and intervention programs have been set aside. The Sheriff's Office was forced to cancel their Drug Abuse Resistance Education (DARE) program for the 2009-2010 school year, reducing the number of deputies serving school students full-time in our communities by almost 50%.

SCOPE OF WORK

The Sheriff's Office is committed to the enforcement of underage drinking laws and deploys two full-time sworn deputies during the summer months in a 'crash car' with the specific intent of enforcing against juvenile crime, underage drinking, and underage alcohol parties. Due to the diverse make up of the county some areas are very suburban in nature and other areas are very rural and remote. During the summer months the officers deployed in the 'crash car' have issued countless citations and made many arrests specifically related to underage drinking, underage parties, minors with inadequate supervision, adults purchasing and/or providing alcohol to minors, and minors purchasing alcohol from licensed establishments. The Sheriff's Office has a full-time sworn deputy assigned as a School Resource Officer (SRO) at each of the high schools located in the county jurisdiction. Although the SROs attend and monitor school activities, such as football games and dances, each year under age minors are cited for possession of alcohol at or immediately following these events. Following a recent Junior Prom at one of the local high schools an ambulance had to be called to a residence to transport an intoxicated female juvenile to the hospital for alcohol poisoning. According to the Placer County Juvenile Arrest statistics, since 2007 juvenile DUI arrests have risen 46%. During this same time period there has been no increase in the number of alcohol related thefts by minors. The department interprets this as indication that juveniles are obtaining alcoholic beverages through 'shoulder taps' or by directly purchasing alcohol at non-compliant ABC licensed establishments. Research has also shown that alcohol is a contributing factor in 90% of sexual assaults perpetrated against women and that 54% of all rape victims are under the age of 18. These numbers clearly indicate that teen consumption of alcohol greatly places female juveniles at risk. Since 2004 the department has provided approximately 30 classes to the community, free of charge, in an effort to educate women regarding these risks. The classes have been well attended.

Project Statement

The primary mission of the Sheriff's Office is to maintain the quality of life we enjoy and to make Placer County a safe place to live, work, and visit. We achieve this through building community partnerships, preventing crime, and solving those crimes that do occur. We are committed to our diverse communities and offer an interdependence and cooperation with the other law enforcement agencies in Placer County.

According to ABC statistics there are approximately 627 licensed premises, of which 40% are within the service area of the Sheriff's Office. Many of these establishments are in rural or remote locations, while others are in well populated suburban areas. Patrol beat deployment is staffed according to manpower availability and population density. As a result, some of these establishments seldom see a uniformed police presence, which provides little deterrence to non-compliant establishments. The Sheriff's Office applied for and received this grant for the 2007-2008 project period. During that time 16 operations were conducted on 141 businesses in the County. Twenty-five citations were issued. The failure rate of the licensed establishments in the county was 20%, with a few repeat offenders. The Placer County District Attorney's Office supports this grant and vigorously prosecutes violations of minors in possession, DUIs, and illegal sales of alcohol to minors.

In keeping with the Sheriff's Office philosophy and commitment of working with other local governmental agencies, we will continue to work in a joint effort needed to combat this problem. Without the cooperation of ABC and this grant we would only be able to conduct reactive types of enforcement and succeed only in treating the symptom and not the problem.

SCOPE OF WORK

After reviewing past enforcement practices related to ABC licensed premises and our past grants, the Sheriff's Office will address the following needs:

- Continue an on-going working relationship with ABC in the areas of enforcement, training and information exchange
- Deploy three full-time, trained deputies dedicated to the enforcement of ABC licensed establishments to 20 or more operations throughout the project period through the Minor Decoy Program while identifying and targeting problematic ABC licensed establishments
- Train other department personnel in ABC laws, regulations, and enforcement techniques
- Develop and implement a county-wide program directed at educating ABC licensed retail licensees, their employees, and applicants on responsible alcohol sales
- Educate and train parents, students, and teachers in our local schools and through community forums
- Coordinate with other law enforcement agencies within the county to address the problems of non-compliant ABC licensed premises. The Sheriff's Office is prepared to offer assistance to any agency within the county who is not granted funding through this grant. In light of recent budgetary crisis facing the cities of Lincoln and Auburn, this approach becomes essential in targeting areas that also impact residents and minors within the County jurisdiction.

OBJECTIVE 1:

It is the intent of the Sheriff's Office to establish an enforcement and training program within the Sheriff's Office to address the problems of non-compliant ABC licensed establishments, reduce sales of alcohol to minors by ABC licensed establishments, and to decrease the rate of minors in possession/intoxicated minors.

OBJECTIVE 2:

It is the intent of the Sheriff's Office to provide awareness and training in the area of alcohol related crimes and their impact to school staff, parents, students, the community, and law enforcement personnel.

OBJECTIVE 3:

It is the intent of the Sheriff's Office to implement an aggressive enforcement program targeting problematic ABC licensed establishments by using data gathered through arrest reports, community complaints, patrol observations, intelligence from School Resource Officers, and other information from alcohol related violations. The enforcement program will identify ABC licensed premises that sell alcoholic beverages to minors and obviously intoxicated adult patrons.

OBJECTIVE 4:

It is the intent of the Sheriff's Office to coordinate enforcement efforts with other law enforcement agencies, such as, CHP, State Parks, and other municipal police agencies within the county. Crimes, including those related to alcohol, are mobile in nature and tend to cross jurisdictional boundaries. It is also the intent of the Placer County Sheriff's Office to coordinate with and involve ABC, the County Health Department, and Code Enforcement. The Sheriff's Office is willing to coordinate enforcement efforts with other agencies within PLEA (Placer Law Enforcement Agencies) and to assist in operations within city limits should PLEA members request or authorize these operations.

SCOPE OF WORK

OBJECTIVE 5:

It is the intent of the Sheriff's Office to conduct twenty (20) or more Minor Decoy coordinated task force operations targeting ABC licensed premises within the county jurisdiction and to transmit the arrest reports involving the licensees to ABC as required by 24202 B&P.

OBJECTIVE 6:

It is the intent of the Sheriff's Office to implement and conduct ten (10) Shoulder Tap Operations and five (5) Cops in Shops operations.

OBJECTIVE 7:

It is the intent of the Sheriff's Office to coordinate and conduct IMPACT Operations at 30% of the licensed premises within our jurisdiction.

OBJECTIVE 8:

It is the intent of the Sheriff's Office to schedule and coordinate a minimum of three (3) LEAD Classes within the county jurisdiction; one in South Placer, one in the Auburn area, and one in Tahoe City.

OBJECTIVE 9:

It is the intent of the Sheriff's Office to inform the citizens in our community about this project through periodic updates and press releases on the status and accomplishments of the activities conducted under the grant.

Project Personnel

The responsibility of this program will lie with the Captain in charge of the South Placer Sub-Station, who will assign the Project Director. The program will be supervised by the Sergeant assigned to the Youth and Community Services Division. The operations will be coordinated by the Project Director, a Deputy assigned to the Youth and Community Services Division with experience in ABC Minor Decoy and Shoulder Tap Operations. The Project Director will also be the liaison with ABC, other local jurisdictions, and community based organizations. The Project Director will plan and coordinate enforcement activities with ABC and other School Resource Officers.

The financial tracking will be administered by the Administrative Services Manager and the Fiscal Management staff. The evaluation of the program will be the responsibility of the Project Director.

BUDGET DETAIL

Exhibit B

BUDGET CATEGORY AND LINE-ITEM DETAIL	COST (Round budget amounts to nearest dollar)
A. Personnel Services (straight time salaries, overtime, and benefits)	
A.1 Straight Time	
A.2 Overtime Officer 1 @ 200 hours @ \$60/hr.	\$12,000
Officers 2 & 3 @ 240 hours @ \$60/hr.	\$14,000
A.3 Benefits Employee Benefits estimated @ 30%	\$7,800
	<i>33,800</i>
TOTAL PERSONNEL SERVICES	\$34,200
B. Operating Expenses (maximum \$2,500)	
Decoy Operations, Shoulder Tap Operations, Buy Money	\$500
TOTAL OPERATING EXPENSES	\$500
C. Equipment (maximum \$2,500)	
(Attach receipts for all equipment purchases to monthly billing invoice)	
(2) Intoximeter Alco-Sensor IV	\$2,500
(2) Intoximeter Alco-Sensor FST	
TOTAL EQUIPMENT	\$2,500
D. Travel Expense/Registration Fees (maximum \$2,000)	
(Registration fee for July 2011 GAP Conference attendees is \$200 each)	
Registration for July 2011 GAP Conference (3 attendees @ \$200 each)	\$600
Travel and per diem for July 2011 GAP Conference (3 attendees)	\$300
TOTAL TRAVEL EXPENSE	\$900
TOTAL BUDGET DETAIL COST, ALL CATEGORIES	\$38,100

will have returns

1. **INVOICING AND PAYMENT:** Payments of approved reimbursable costs (per Budget Detail attached) shall be in arrears and made via the State Controller's Office. Invoices shall be submitted in duplicate on a monthly basis in a format specified by the State. Failure to submit invoices and reports in the required format shall relieve the State from obligation of payment. Payments will be in arrears, within 30 days of Department acceptance of Contractor performance, pursuant to this agreement or receipt of an undisputed invoice, whichever occurs last. Nothing contained herein shall prohibit advance payments as authorized by Item 2100-101-3036, Budget Act Statutes of 2011.
2. Revisions to the "Scope of Work" and the "Budget Detail" may be requested by a change request letter submitted by the Contractor. If approved by the State, the revised Grant Assistance Scope of Work and/or Budget Detail supersede and replace the previous documents bearing those names. No revision cannot exceed allotted amount as shown on Budget Detail. The total amount of the contract must remain unchanged.
3. Contractor agrees to refund to the State any amounts claimed for reimbursement and paid to Contractor which are later disallowed by the State after audit or inspection of records maintained by the Contractor.
4. Only the costs displayed in the "Budget Detail" are authorized for reimbursement by the State to Contractor under this agreement. Any other costs incurred by Contractor in the performance of this agreement are the sole responsibility of Contractor.
5. Title shall be reserved to the State for any State-furnished or State-financed property authorized by the State which is not fully consumed in the performance of this agreement. Contractor is responsible for the care, maintenance, repair, and protection of any such property. Inventory records shall be maintained by Contractor and submitted to the State upon request. All such property shall be returned to the State upon the expiration of this contract unless the State otherwise directs.
6. If travel is a reimbursable item, the reimbursement for necessary traveling expenses and per diem shall be at rates set in accordance with Department of Personnel Administration rates set for comparable classes of State employees. No travel outside of the State of California shall be authorized. No travel shall be authorized outside of the legal jurisdiction of Contractor without prior authorization by the State.

7. Prior authorization by the State in writing is required before Contractor will be reimbursed for any purchase order or subcontract exceeding \$2,500 for any articles, supplies, equipment, or services to be purchased by Contractor and claimed for reimbursement. Contractor must justify the necessity for the purchase and the reasonableness of the price or cost by submitting three competitive quotations or justifying the absence of bidding.
8. Prior approval by the State in writing is required for the location, costs, dates, agenda, instructors, instructional materials, and attendees at any reimbursable training seminar, workshop or conference, and over any reimbursable publicity or educational materials to be made available for distribution. Contractor is required to acknowledge the support of the State whenever publicizing the work under the contract in any media.
9. It is understood between the parties that this contract may have been written before ascertaining the availability of appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the contracts were executed after that determination was made.
10. **BUDGET CONTINGENCY CLAUSE** - It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.

If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

Special Terms and Conditions

1. Disputes: Any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the Director, Department of Alcoholic Beverage Control, or designee, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the Department shall be final and conclusive unless, within 30 days from the date of receipt of such copy, the Contractor mails or otherwise furnishes to the State a written appeal addressed to the Director, Department of Alcoholic Beverage Control. The decision of the Director of Alcoholic Beverage Control or his duly authorized representative for the determination of such appeals shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. In connection with any appeal proceeding under this clause, the contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, Contractor shall proceed diligently with the performance of the contract and in accordance with the decision of the State.
2. Termination Without Cause: Either party may terminate this agreement at any time for any reason upon ten (10) days written notice. No penalty shall accrue to either party because of contract termination.
3. Contract Validity: This contract is valid and enforceable only if adequate funds are appropriated in Item 2100-101-3036, Budget Act of 2011, for the purposes of this program.
4. Contractor Certifications: By signing this agreement, Contractor certifies compliance with the provisions of CCC 307, Standard Contractor Certification Clauses. This document may be viewed at www.ols.dgs.ca.gov/standard+language.
5. If the State determines that the grant project is not achieving its goals and objectives on schedule, funding may be reduced by the State to reflect this lower level of project activity.

