



EST. 1851

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 *Edward N. Bonner*
Date: June 17, 2014
Subject: Alcoholic Beverage Control Grant

Action Requested

Adopt a Resolution authorizing the Sheriff to execute the grant award from the State Department of Alcoholic Beverage Control (ABC) grant for ABC enforcement in the amount of \$50,000 for FY 2014-15, commencing July 1, 2014 to June 30, 2015.

Background

The ABC grant was awarded to the Placer County Sheriff's Office to deter sales of alcohol to minors. The grant provides funding for overtime, field investigations, equipment and training. Grant funding will be utilized by the Sheriff's Office to provide ongoing programs that target problematic ABC-licensed premises. The Sheriff's Office plans to run decoy operations throughout the grant period, targeting minors in particular. Your Board's acceptance of the grant and authorization for the Sheriff to execute the award documents is required.

Fiscal Impact

Funds in the amount of \$50,000 are included in the Sheriff's Office FY 2014-15 Proposed Budget. There is no additional fiscal impact to the General Fund.

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 June 17, 2014,

by the following vote on roll call:

Ayes:

Noes:

Absent:

Signed and approved by me after its passage.

Chair, 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 \$50,000 and authorizes the Sheriff-Coroner-Marshal, Edward N. Bonner, to execute the contract agreement and claim reimbursement forms.

AGREEMENT NUMBER 14G-LA26
REGISTRATION NUMBER

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 Office

2. The term of this Agreement is: July 1, 2014 through June 30, 2015

3. The maximum amount of this Agreement is: \$ 50,000

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	5 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:	
<input checked="" type="checkbox"/> Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement)	1 page(s)
<input type="checkbox"/> 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.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx

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 Office		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING Edward N. Bonner, Sheriff		
ADDRESS 2929 Richardson Drive Auburn, CA 95603		
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		
		<input checked="" type="checkbox"/> Exempt per: SCM 4.04.(A)(3)

1. SUMMARY

a. Agency Description

Placer County encompasses 1,506 square miles, including 82 square miles of water. The County is located 80 miles northeast of San Francisco. It is bordered by Nevada County, the State of Nevada, El Dorado, Sutter, Yuba, and Sacramento Counties. Placer County is part of the Sacramento Region. Placer County is one of California's fastest growing counties and a key component in the Sacramento Region's economy. The County has benefited from recent expansions in its transportation infrastructure and the location of prominent businesses. The County's strong growth and development has been attributed to the interest shown by new, expanding, and relocating companies to the area; which have developed a demand for substantial expansion of the available commercial and residential space. Placer County has six incorporated cities: Roseville, Rocklin, Lincoln, Auburn, Colfax and Loomis. Roseville, Rocklin, Lincoln and Auburn all have their own police departments. Colfax and Loomis contract with the Sheriff's Office for law enforcement services. The County also includes the unincorporated communities of Granite Bay, Penryn, Newcastle, Meadow Vista, Foresthill, Alta/Gold Run/Dutch Flat, Kings Beach, and Tahoe City.

The Placer County Sheriff's Office is comprised of approximately 250 sworn officers, with a complement of 250 non-sworn staff. The Sheriff, Edward N. Bonner, is an elected official. The Office is divided into eight county-wide divisions including Corrections, Patrol, Court Security, Investigations, Youth & Community Services, Air Operations, Civil, & Coroner. The Sheriff's Office also provides law enforcement to two contract cities and other services to four incorporated cities. The County's current population is estimated at 348,432 and encompasses approximately 1,500 square miles from the Sacramento County Line to Lake Tahoe and the Nevada State Line. The Sheriff's Office sworn staff is trained in a wide variety of specialized areas. The Sheriff's Office also has a large volunteer program. The Office has a proven track record of working in partnership with the community and other agencies. The Office currently works in partnership with other agencies through PLEA (Placer Law Enforcement Agencies), DOJ, and task forces for High Tech Crimes, Arson, EOD and SIU/Narcotics.

The City of Auburn is considered one of the best places to live in Northern California. It is bordered by the beautiful American River Canyon and nestled in the western foothills of the Sierra Nevada Mountains. Located at the crossroads of I-80 and historic Highway 49, Auburn is the county seat of Placer County. The City encompasses approximately 7.5 square miles and has a population of 13,676 and it is situated at elevations between 1,000 and 1,400 feet. The police department is a modern, innovative law enforcement agency with 21 sworn officers, 5 reserve officers, 7 non-sworn personnel and 17 volunteers. Police Officers may be assigned to special assignments such as detective, motor officer, or school resource officer. In addition, collateral assignments may include Field Training Officer, Crime Prevention Officer, or use of force instructors. The City of Auburn has several establishments, which serve alcohol either exclusively or in combination with food service, as well as establishments, which have an off-sale alcohol license. Auburn also hosts several special events throughout the year in which alcohol is served, such as the Gold Country Fair and the weekly Fast Friday motorcycle races.

The Lincoln Police Department is comprised of 18 sworn officers, with a complement of 8 non-sworn staff. The Police Chief, Max Marks, is appointed by the City Council. The Lincoln Police Department is divided into two divisions, Patrol and Investigations. The City of Lincoln is estimated to have a population of 44,390 and encompasses approximately 20 square miles bordering the City of Rocklin to the south. The Lincoln Police Department's sworn staff is trained in a variety of areas and average 40 hours of training per year per officer.

Exhibit A

The Lincoln Police Department has a volunteer program consisting of 35 volunteers who perform various duties throughout the department. The Lincoln Police Department works very well with the community and other agencies. The Lincoln Police Department is currently working in partnership with the surrounding agencies through PLEA (Placer Law Enforcement Agencies).

The Roseville Police Department serves a population of 124,519 residents. The Police Chief is Daniel Hahn. The headquarters includes a recently expanded police and fire ten-station communications center, a fitness center, a 25-bed Type 1 jail staffed 24 hours a day, and an indoor firing range. Roseville PD is currently staffed with approximately 200 permanent employees, including 128 sworn officers. Roseville PD is a full-service community-oriented department. Officers and civilian community service officers take reports on a wide variety of calls every day. All officers, regardless of their primary assignment, are also assigned as "neighborhood officers" to one of Roseville's approximately 40 neighborhood areas. Neighborhood offices monitor neighborhood's crime trends and other concerns, attend neighborhood functions, and are the primary point of contact for residents who want to discuss matters of concern. Divisions within the department include Traffic (motors), DUI Enforcement, Investigations, Vice and Narcotics Enforcement Team, K9's, Crime Suppression Unit, Youth Service/School Resource Officers, Regional Narcotics Team, Regional Auto Theft Task Force, Explosive Ordnance Disposal (bomb squad), Field Training Officers, Crime Scene Investigation, Public Information Field Officers, and Peer Support Team.

b. Funding Requested

The Placer County Sheriff's Office and Placer Law Enforcement Agencies (PLEA) are requesting funds in the amount of \$100,000. The Grant Assistance Program will provide the personnel time and sworn officers to work with the State of California Alcoholic Beverage Control in a combined effort to reduce crimes related with the sales, distribution and access to alcoholic beverages by minors.

Project activities include agencies working in collaboration to proactively address alcohol related crimes and access to alcohol by minors in an effort to collectively reduce alcohol related crimes county-wide. These funds will be used to pay the salary of a part-time clerk for organizing, planning, documenting and monthly reporting of activities of the grant agencies. Grant funds will also be used to pay for training, operating expenses and equipment used for these operations.

c. Goals & Objectives

- Attend training presentations and conferences offered by ABC
- Assist other GAP agencies on limited occasions with special operations for training, experience and man power needs.
- Conduct General enforcement operations to address problematic establishments and locations in each area, which present safety issues for the community and are a drain on law enforcement services.
- Conduct briefing and roll call training for officers/agencies involved with ABC operations regarding the rules and regulations of the ABC act.
- Prepare press releases in cooperation with ABC on the project.
- Assist the school resource officers with presentations on ABC issues at Middle School and High Schools located in the participating jurisdictions.
- Conduct LEAD training
- Conduct Impact Inspection operations at locations identified as problematic businesses and at randomly selected establishments to ensure licensees are operating within the standards required by ABC.
- Conduct Minor Decoy operations at various on-sale and off-sale locations
- Conduct Shoulder Tap operations targeting adults who purchase alcohol for minors.
- Conduct Marine patrol operations targeting individuals boating under the influence of alcohol and minors who are in possession of alcohol.

- Conduct minor decoy and shoulder taps at the Auburn and Placer County Fair, Tahoe Fourth of July Festival, and other special county events known to serve alcohol while also catering to minors.

d. Number of Licensed Establishments

According to 2013-2014 ABC statistics there are approximately 950 +/- licensed retail establishments within Placer County, of which 40% are within the service area of the Sheriff's Office and 60% within the incorporated service areas of Roseville, Rocklin, Lincoln, and Auburn. Many of these establishments are in rural or remote locations, while others are in well-populated suburban areas.

2. PROBLEM STATEMENT

The Placer County Law Enforcement Agencies (PLEA) serve approximately 32,000 minor students enrolled in sixth through twelfth grade. There are 66 elementary, 13 middle schools, 14 comprehensive high schools, and 13 alternative education high schools located within the County jurisdiction. There are also many young adults under 21 who regularly attend Sierra Community College. Ten to nineteen year olds represent approximately 52,000 people, or 15 percent of the County's population. Approximately 27% of the county's population is under 21 years of age. During the 2013-2014 fiscal years the Sheriff's Office worked closely with other law enforcement jurisdictions and county entities to combat under-age drinking through an ABC Grant.

PLEA is committed to the enforcement of underage drinking laws. 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 2013-2014 fiscal years the Sheriff's Office used ABC Grant money to issue countless citations and make 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 Department has a full-time sworn deputy assigned as a School Resource Officer at each of the high schools located in the county jurisdiction. The Cities of Roseville, Rocklin and Auburn also fund SROs at their middle school and high schools. 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. 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. PLEA interprets these statistics as an 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

The primary mission of PLEA 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 951 licensed retail establishments, of which 40% are within the service area of the Sheriff's Office and 60% within the incorporated service areas of Rocklin, Roseville, Lincoln, and Auburn. 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 noncompliant establishments. The Sheriff's Office applied for and received an ABC Grant for the 2013-2014 project periods.

During the first half of the grant period the failure rate of the licensed establishments in the county was 33% for on-sale and 10.5% for off-sale, a slight decrease compared to last year. We believe the decrease in violations is a direct result of our continued enforcement efforts and LEAD training we offer through the grant. At this same time last year, February 2013, we had a total of 90 citations and arrest compared to 91 citations and arrest for the 2014 year. We are currently on pace to exceed last year's grant total for citations/arrest. Also, our arrests compared to last year at this time have increased by almost 500%.

The Placer County District Attorney's Office has continued to support this grant and vigorously prosecutes violations of minors in possession, DUIs, and illegal sales of alcohol to minors.

Also, during the first half of the 2013/2014 ABC Grant, deputies and officers participating in the grant have experienced a major increase in number of arrest for possession of controlled substances such as Heroin and Methamphetamine. All of these arrests have occurred during General Enforcement Operations conducted in and about parking lots and/or general areas of business currently holding on-sale and off-sale ABC licenses. We have found our General Enforcement Operations have become an effective tool to combat problem areas associated with licensed ABC establishments that are a drain to the sheriff's offices limited patrol resources.

In keeping with PLEA's philosophy and commitment of working together, 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.

3. PROJECT DESCRIPTION

The following goals and objectives will be performed during the 12 months of this project by the Placer County Sheriff's Office and the Rocklin, Lincoln, Roseville, and Auburn Police Departments.

- 1.) Train one new officer from each outside agencies participating in the grant on the ABC enforcement tactics, strategies and administrative accusation process.
- 2.) The Placer County sergeant and one deputy will attend training presentations and conferences offered by ABC during the year.
- 3.) Assist other GAP agencies on limited occasions with special operations for training, experience and man power needs.
- 5.) Conduct no less than ten (10) General enforcement operations to address problematic establishments and locations in each area, which present safety issues for the community and are a drain on law enforcement services. A variety of law enforcement techniques will be utilized to solve the problems each agency is experiencing.
- 6.) Conduct no less than four (4) briefing and roll call training for officers/agencies involved in ABC operations regarding the rules and regulations of the ABC act.
- 7.) Prepare three (3) press releases in cooperation with ABC to announce the project, report on significant progress and activities and engage the media in the program and enforcement operations.
- 8.) The school resource officers will make presentations on ABC issues at Middle School and High Schools in conjunction with Red Ribbon Week which occurs during the month of October. We will also participate in Every 15 Minutes presentations conducted every other year at one of the counties four high schools.
- 9.) Conduct one (1) LEAD training seminar to include the establishments located in the eastern and western portions of Placer County.

- 10.) Conduct five (5) Impact Inspection operations to include locations identified as problematic businesses and at randomly selected establishments to ensure licensees are operating within the standards required by ABC.
- 11.) Conduct no less than eight (8) Minor Decoy and/or Shoulder Tap operations at various on-sale and off-sale locations within Placer County.
- 12.) Conduct two (2) Marine patrol operations targeting individuals boating under the influence of alcohol and minors who are in possession of alcohol.
- 13.) Target Placer County's rural communities where juvenile related alcohol issues are ignored due to their geographic location within the county due to the lack of deputy presence.
- 14.) Target under aged drinking associated with young kids who 4X4 in areas out of the public view in an effort to avoid law enforcement contact. These tasks will be accomplished with the assistance of the Placer County Sheriff's Offices' newly formed Off Road Vehicle team.
- 15.) Target the parking lots and areas of Placer County's 5 ski resorts through General Enforcement Operations where juveniles are known to congregate and consume alcohol.
- 16.) Target repeated bar nuisance issues in the City of Roseville's Downtown District.

4. PROJECT PERSONNEL

The Grant Assistance Program will fall under the Community Services Division of the Placer County Sheriff's Office. The staffing needed for each department to carry out the grant goals and objectives will require one sergeant from the Placer County Sheriff's Office who will be responsible for the overall coordination and supervision of the operations and management of the grant.

This sergeant will also be included in the field operations, testify in court, participate in ABC administrative hearings and attend training offered by ABC during the year. Staffing will also require a minimum of ten officers (two from each agency) who will be responsible for carrying out the operations, testifying in court and at ABC hearings and educating the public.

Currently, the Placer County Sheriff's Office ABC efforts are supervised by Sergeant Rob Dellinger. Involved officers include deputies from Community Services, Patrol and Investigations. These deputies have numerous years of experience in law enforcement, including ABC enforcement strategies.

Staffing for this grant will also include officers from the Roseville, Auburn, and Lincoln Police Departments. Assigned officers from these agencies will include Patrol, Community Services, School Resources, Traffic and Investigations. These individuals will be hand selected to assure quality and efficiency.

The goal of the Placer County Sheriff's Office is to expand our present efforts to include the two participating Police agencies and their jurisdictions. In combining our resources, we hope to better address the alcohol related issues that include sales to minors, the service of intoxicated individuals, and problematic establishments in our communities. We will utilize strategies that emphasize education and strong enforcement with the ultimate goal of compliance.

BUDGET DETAIL

Exhibit B

BUDGET CATEGORY AND LINE-ITEM DETAIL	COST
A. Personnel Services (straight time salaries, overtime, and benefits)	(Round budget amounts to nearest dollar)
A.1 Straight Time:	
A.2 Overtime: Three PCSO Deputies One PCSO Sergeant One Roseville PD Officer	\$22,210 \$10,440 \$7,150
A.3 Benefits:	\$3,200
TOTAL PERSONNEL SERVICES	\$43,000
B. Operating Expenses (maximum \$2,500)	
Decoy/ Shoulder Tap/Investigations buy money for all four agencies involved in the project.	\$2,500
TOTAL OPERATING EXPENSES	\$2,500
C. Equipment (maximum \$2,500)	
(Attach receipts for all equipment purchases to monthly billing invoice)	
PCSO will oversee the purchases of surveillance equipment needed to perform safe and effective minor decoy and undercover operations (wires, binoculars, video recorders, computer equipment to assist with in the field reports, uniform equipment, communications devices, and lighting equipment).	\$2,500
TOTAL EQUIPMENT	\$2,500
D. Travel Expense/Registration Fees (maximum \$2,000)	
(Registration fee for July 2014 GAP Conference attendees is \$225 each)	
Two PCSO representatives will attend the 2013 GAP Conference in July.	\$2,000
TOTAL TRAVEL EXPENSE	\$2,000
TOTAL BUDGET DETAIL COST, ALL CATEGORIES	\$50,000

PAYMENT PROVISION

Exhibit B

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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 2014.
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.

PAYMENT PROVISION

Exhibit B

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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.

Updated 1/10/14

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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 2014, 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.