



RESOLUTION No. 19-445

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

RESOLUTION ACCEPTING THE DEPARTMENT OF ALCOHOLIC BEVERAGE CONTROL (ABC) GRANT FOR COSTS ASSOCIATED WITH MONITORING COMPLIANCE OF ABC LIQUOR LICENSE HOLDERS AND UNDERAGE DRINKING, APPROVING THE AGREEMENT, AND AUTHORIZING THE SHERIFF TO EXECUTE THE AGREEMENT

WHEREAS, the Department of Alcoholic Beverage Control ("ABC") offers a competitive grant for law enforcement programs that help reduce the availability of alcohol to minors as well as monitoring ABC liquor license compliance, and

WHEREAS, the County of Nevada wishes to reduce underage drinking and driving under the influence of alcohol, as well as ensuring liquor license holders comply with the terms of their licenses, and

WHEREAS, the Nevada County Sheriff's Office has been selected to receive an amount up to \$57,825 in reimbursement, per Agreement number 19G-LA25, and

WHEREAS, the Nevada County Sheriff's Office agrees to provide enforcement efforts to identify ABC license violations, underage drinking, and prevention education and training, within a 12-month period, beginning July 1, 2019 and ending June 30, 2020.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of Supervisors, of the County of Nevada, State of California, that Agreement number 19G-LA25 between the County of Nevada and the State of California Department of Alcoholic Beverage Control pertaining to a Grant for Costs Associated with Monitoring Compliance of ABC Liquor License Holders and Underage Drinking in the maximum amount of \$57,825, for the term of July 1, 2019 to June 30, 2020, be and hereby is approved, and that the Sheriff of Nevada County is hereby authorized to execute the Agreement on behalf of the County of Nevada.

Revenue: 0101 20201 152 1000 445090

PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a special meeting of said Board, held on the 13th day of August, 2019, by the following vote of said Board:

Ayes: Supervisors Heidi Hall, Edward Scofield, Dan Miller, Susan K. Hoek and Richard Anderson.

Noes: None.

Absent: None.

Abstain: None.

ATTEST:

JULIE PATTERSON HUNTER
Clerk of the Board of Supervisors

By: 



Richard Anderson, Chair

8/13/2019 cc: Sheriff*
AC*

DEPARTMENT OF ALCOHOLIC BEVERAGE CONTROL

3927 Lennane Drive, Suite 100
Sacramento, CA 95834
(916) 419-2500 Fax (916) 419-2599



June 10, 2019

Sheriff Shannan Moon
Nevada County Sheriff's Office
950 Maidu Avenue
Nevada City, CA 95959

Subject: Grant Contract **19G-LA25**

Dear Sheriff Moon:

Enclosed are three (3) copies of the Standard Agreement STD 213 contract to be entered into between the Department of Alcoholic Beverage Control and the **Nevada County Sheriff's Office** for the total amount of **\$57,825**.

To help expedite processing, please ensure below items are completed before returning documents.

1. Sign & return all three (3) Standard Agreement STD 213 sets. **A) Each set must have an original signature, and B) Designee must be authorized to accept agreement as stated in your Resolution.**
2. A copy of your Governing Body's Resolution in acceptance of this funding.
3. Include your Federal Taxpayer's Identification Number here _____ and return this document with the signed STD 213's.
4. Return to my attention at the above letterhead address within 60 days of receiving letter/package. If you cannot, please contact me.

After completion of the above information, your contract package will be processed for approval, counter signed, and an executed contract copy forwarded for your records. If you have any questions, I can be reached at (916) 419-2572 or suzanne.pascual@abc.ca.gov.

Sincerely,

Suzanne Pascual
Grant Coordinator

Enclosures

Cc: Sergeant Brandon Corchero, Project Director (enclosure not included)

STANDARD AGREEMENT

STD 213 (Rev. 03/2019)

AGREEMENT NUMBER

19G-LA25

PURCHASING AUTHORITY NUMBER (If Applicable)

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

CONTRACTING AGENCY NAME

DEPARTMENT OF ALCOHOLIC BEVERAGE CONTROL

CONTRACTOR NAME

County of Nevada through the Nevada County Sheriff's Office

2. The term of this Agreement is:

START DATE

July 1, 2019

THROUGH END DATE

June 30, 2020

3. The maximum amount of this Agreement is:

\$57,825

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.

EXHIBITS	TITLE	PAGES
Exhibit A	Scope of Work	4
Exhibit B	Budget Detail and Payment Provisions	3
Exhibit C *	General Terms and Conditions GTC 04/2017	04/2017
Exhibit D	Special Terms and Conditions	1

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 <https://www.dgs.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

County of Nevada through the Nevada County Sheriff's Office

CONTRACTOR BUSINESS ADDRESS

950 Maidu Avenue

CITY

Nevada City

STATE

CA

ZIP

95959

PRINTED NAME OF PERSON SIGNING

Shannan Moon

TITLE

Sheriff

CONTRACTOR AUTHORIZED SIGNATURE



DATE SIGNED

8/16/19

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

Department of Alcoholic Beverage Control

CONTRACTING AGENCY ADDRESS

3927 Lennane Drive, Suite 100

CITY

Sacramento

STATE

CA

ZIP

95834

PRINTED NAME OF PERSON SIGNING

Patty Nelson

TITLE

Chief, Business Management Branch

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

SCOPE OF WORK

PROJECT NARRATIVE

1. SUMMARY:

(Agency Description) Nevada County Sheriff's Office:

The Nevada County Sheriff's Office has approximately 67 sworn personnel and around 101 non-sworn personnel. Personnel are assigned to one of three Divisions: Administrative, Corrections and Operations, which encompasses Patrol and Investigations. Like many agencies across the state we have had to sustain several cutbacks and reductions in personnel size over the last few years. However, due to demographics and calls for service demand, we still need to have deputies assigned to the positions in Marine Patrol Enforcement, High County Enforcement. We additionally have deputies assigned to Courts and Transportation, School Resource Officers, Major Crimes Unit and Special Investigations Unit. As a result there is a continual draw on our patrol resources.

The County of Nevada is approximately 976 square miles located in the Sierra Nevada Foothills and Mountains located directly between the major metropolitan area of Sacramento, California and Reno, Nevada. It is also within a short driving distance (just over two hours) to the San Francisco Bay Area, making it a common weekend, tourist destination. There are three incorporated communities such as Penn Valley, Smartsville, Rough and Ready, North San Juan and Washington just to name a few. There are approximately 99,814 residents within Nevada County.

Approximately 93.5% of the County population is white, 0.6% African American, 9.5% Hispanic, 1.2% American Indian, and 1.4% Asian population. 94% of the residents speak English as their primary language and 4.2% speak Spanish. Approximately 17.3% of the residents are under the age of 18. The median income is \$60,610. Approximately 11% of the population lives below the poverty line. Border counties to the County of Nevada are the California Counties of Yuba, Sierra, and Placer and the County of Washoe in the State of Nevada. There are approximately **353 ABC licenses** within Nevada County. Additionally, there are numerous private organizations that request a daily license throughout the year for local events.

Nevada County is host to numerous guests who recreate, visit, and transit via I-80, SR-20, SR-174, SR-89 and SR-49. The majority of the County of Nevada is rural and unincorporated. The County has numerous lakes, rivers and campgrounds which are used for recreation. The two major rivers are Yuba River and the Truckee River which attract a large amount of recreating traffic from all over the area. There are also three major snow skiing resorts, Boreal Mountain Resort, Soda Springs Resort and Donner Ski Ranch all of which attract thousands of tourists each year and host multiple large scale events. The amount requested is **\$57,825.00 dollars**. Total on-sale and off-sale licenses are approximately 353 ABC licenses. The goal of the Nevada County Sheriff's Office is to utilize this grant to train law enforcement personnel. This grant will help us reduce the number of alcohol related calls for service within Nevada County while increasing prosecutable investigations. The grant will create a collaborative effort with ABC conducting high visibility and plain-clothes enforcement operations. Furthermore we will be providing much needed education to licensees and students in our community. We will evaluate the success of our goals and objectives quarterly.

2. PROBLEM STATEMENT:

The rural areas of the County of Nevada are home to a number of bars and liquor stores. These locations are remote and out of the way from normal calls for service. When a call for service is generated in the rural areas they are typically extreme in nature. When law enforcement arrives to the area where the crime occurred it is usually empty and the investigations tend to have few or no leads. Some of these bars are directly located

Exhibit A

on Highway 49. In front of these establishments, and leading onto Highway 49, there are bum out marks and often shell casings found in the area. We typically do not receive calls for service regarding these incidents. These establishments are best investigated by the use of undercover agents to ensure the licensees are following rules established by ABC. Because our staff is well known in the area, undercover ABC agents are crucial in conducting these types of investigations alongside local law enforcement.

Many of the bars and night clubs in Nevada County have become difficult to enforce with conventional means and are becoming hot spots for local drug dealers and their clientele. The alcohol related issues also affect the unincorporated areas as persons purchase alcohol in the incorporated cities and consume the alcohol in unincorporated areas of the county. This makes it hard for the Nevada County Sheriff's Office to work on these problems without having a collaborative effort with an agency such as Alcoholic Beverage Control. ~~The County of Nevada has several lakes, ski resorts, and well-known off-highway vehicle recreation sites.~~ The county is a common destination for hunters and fishermen and along with general recreation comes the recreational use of alcohol. During the winter and spring, Boreal Mountain Resort and Donner Ski Ranch are both popular destinations with local and non-local youth. Underage alcohol and drug consumption is common within the parking lot areas of both of these establishments as well as on the slopes. Such activities often lead to fights and other disturbances on properties which have ABC licenses.

There have been consistent and reported issues with the parks throughout the county where subjects are often consuming alcoholic beverages even though there are ordinances restricting it. These subjects cause problems for the public who intend to travel to the parks to enjoy them with their families. The parks often have subjects consuming alcohol in them after park hours, causing a safety concern for people in the area.

The County of Nevada and its incorporated cities host several events throughout the year in which alcohol is consumed and sold. Truckee has weekly open-air concerts during summer months where alcohol is sold and consumed by concert goers. The Nevada County Fairgrounds and the downtown associations of Nevada City and Grass Valley host festivals centered on the consumption of wine and beer as well as seasonal street fairs in which alcohol is consumed by attendees. Most of these festivals will obtain one day ABC licenses, and some of the festivals such as "Blue Grass Festival" and "The World Festival" tend to attract large groups of party goers partaking in underage drinking and use of narcotics. We have seen an increase in the amount of countywide wine tasting events and festivals as the wine industry in Nevada County continues to grow.

With all of these events we see a mix of local and tourist patrons. Some events attract thousands of out of town patrons, such as the "Blue Grass Festival" and the Nevada County Fair. With such a large increase in population it can at times be very difficult to handle all of the needed enforcement for such events.

Minor alcohol consumption and procurement are always a problem within the County of Nevada. This alcohol finds its way to a myriad of juvenile parties and summer campsites, which frequently generate calls for service and tax the patrol shift by removing resources needed to handle priority calls for extended periods of time. Even though our agency has conducted shoulder tap and minor decoy operations frequently over the last few years, we are still above the statewide average ratio (1 out of 10) adults' contacted that are willing to purchase alcohol for a minor. On most of our operations our decoys are having someone furnish alcohol to them on a 1 to 7 or 1 to 8 ratio. These numbers can obviously change depending on the location of operations and time frame between operations. However, we have consistently seen the ratio drop quickly if the operations are not conducted regularly.

Project Goals and Objectives

The goal of the Nevada County Sheriff's Office is to utilize this grant to train law enforcement personnel. This grant will help us reduce the number of alcohol related calls for service within Nevada County while increasing prosecutable investigations. The grant will create a collaborative effort with ABC conducting high visibility and plain-clothes enforcement operations. Furthermore, we will be providing much needed education to licensees and students in our community. We will evaluate the success of our goals and objectives quarterly.

- Provide a press release announcing the award of this grant and at least four (2) additional press release announcements regarding operations conducted throughout the duration of the grant.
- Quarterly role call trainings regarding rules and regulations of the ABC Act.
- Identify problematic locations and gain compliance through education and/or enforcement actions.
- Prosecute persons who are found furnishing alcohol to minors.
- Prosecute persons furnishing alcohol to obviously intoxicated persons.
- Conduct at least three (3) IMPACT/ROSTF operations.
- Conduct at least five (5) Shoulder-Tap
- Conduct at least three (3) Minor Decoy operations.
- Conduct two (2) ski resort patrols.
- Conduct two (2) trapdoor operation.
- Conduct at least two (2) park patrols
- Conduct five (5) plain-clothes general enforcement operations targeting problematic premises and special events that are draining law enforcement resources.
- Conduct at least three (3) campground/recreation area patrols.
- Conduct at least two (2) "No Thanks" presentations at Nevada County Schools.
- Participate in the statewide Shoulder-Tap Operation.

We will maintain a database specific to GAP related activity and alcohol related crimes. This will be achieved through the use of the NCSO Records Division. The purpose will be to identify "problem" licensee locations, which are non-compliant and tend to drain NCSO resources.

4. PROJECT PERSONNEL

The staffing required to carry out and complete these grant goals and objectives, as supported by the proposed budget are; one sergeant and one deputy (sworn, full-time employee) using approximately 5% of a work week for grant administration and operational planning. Overtime must be used for various investigations and enforcement activities conducted by full-time, sworn personnel. NCSO administrative support staff will also be used to collect data and perform fiscal accounting. This project will be overseen by an operations lieutenant and monitored by an operations captain. A sergeant will administer the grant and will oversee training and grant administration. A sergeant will maintain fiscal responsibility and report directly to ABC for violations that may require administrative action. Administrative and oversight responsibility may be changed at the direction of the Sheriff. There are no foreseen issues staffing all scheduled events.

3. PROJECT DESCRIPTION

Investigative priority will be given to licensees that are particularly causing problems within Nevada County. Working with Agents from the ABC, cases will be filed against licensed premises with our local District Attorney's Office in an effort to gain compliance. The District Attorney has agreed to prosecute individuals for ABC related violations. ABC personnel are invited to assist in Roll Call training to educate Deputies on administrative and criminal matters related to alcohol related matters. Using public presentations, educational strategies will focus on prevention issues for minors and their parents.

The primary educational presentation the Nevada County Sheriff's Office will be working on is the "No Thanks" Presentation. This presentation is a great tool that allows us to speak with kids in an attempt to prevent enforcement action from being necessary. The presentation was designed by members of the Sheriff's Office and partners with CORR (Community Recovery Resources), and presented in schools across Nevada County. T-shirts were made and passed out to participants that had "No Thanks" on the front and "I don't need alcohol to have a good time" on the back. It also displayed emblems from The Nevada County Sheriff's Office, ABC, and CORR.

The Nevada County Sheriff's Office, with cooperation with local agencies, will send out notifications to licensed businesses about planned LEAD training. This training will be coordinated with an ABC instructor and a designated facility will be established at a future date.

Enforcement strategies will focus on ABC type operations, i.e. Shoulder Tap, Minor Decoy, Trap Door, and investigations of problem premises. We are going to increase enforcement and investigative activities within the recreational areas of the county, particularly those in which alcohol use and drug activity are known to flourish. This specialized assignment will be run out of the operations division utilizing patrol equipment and equipment assigned to our investigative units. The goal is to continue ongoing enforcement action making a difference in the issues detracting from "quality of life" and placing the community at risk.

During years in the past when our agency has been fortunate enough to receive a GAP grant from the Department of Alcoholic Beverage Control, we have worked hard in completing or exceeding all of our goals each year. The work and assistance provided to us has been noticed in our community. During the 2018-2019 fiscal year our agency conducted a total of 32 operations up to date. The operations included minor decoy, shoulder tap, trap door, ski patrols, camp ground patrols, IMPACT inspections, general enforcement and school presentations. The agency has made a total of 20 arrests to date to include both physical arrests and citations from the different operations. Additionally, the agency has made multiple arrests yielded from general enforcement to include DUI's, traffic infractions, warrants and recovered stolen vehicles. The cases and operations were certainly noticed by community members across the county and this action would not have been possible without the assistance from the Department of Alcoholic Beverage and Control.

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 2019.
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 can 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.

BUDGET DETAIL

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.1
Sergeant \$54.02/hr @ 40 hours = \$2,160.80	\$3,850
Deputy \$42.24/hr @ 40 hours = \$1,689.60	
A.2 Overtime	A.2
Sergeant \$81.04 @ 100 hours = \$8,104.00	\$42,947
Deputy \$63.35 @ 550 hours = \$34,842.50	
A.3 Benefits	A.3
Sergeant \$55.24/hr @ 40 hours = \$2,209.60	\$3,628
Deputy \$35.45/hr @ 40 hours = \$1,418.00	
TOTAL PERSONNEL SERVICES	\$50,425
B. Operating Expenses (maximum \$2,500)	
Funds to use for the purchases of alcohol, narcotics, stolen property or other contraband during ABC operations such as Shoulder Taps or Minor Decoy.	B: \$2,500
TOTAL OPERATING EXPENSES	\$2,500
C. Equipment (maximum \$2,500)	
(Attach receipts for all equipment purchases to monthly billing invoice)	
➤ LEA-AID synthesized iPod Transmitter, \$1600.00	
➤ Streamlight stylus penlight, (10) total of \$150.00	
➤ "No Thank's" T-shirts, \$400.00	
➤ Long sleeve law enforcement shirts (Sheriff Markings), \$250.00	C: \$2,400
TOTAL EQUIPMENT	\$2,400
D. Travel Expense/Registration Fees (maximum \$2,500)	
(Registration fee for July 2019 APP Conference attendee is \$325 each)	
Transportation to and from 2019 conference, conference registration, rental cars, per diem, and lodging for two NCSO attendees.	D: \$2,500
TOTAL TRAVEL EXPENSE	\$2,500
TOTAL BUDGET DETAIL COST, ALL CATEGORIES	\$57,825

PAYMENT PROVISION

Exhibit B

Page 2 of 2

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 2019, for the purposes of this program.
4. Contractor Certifications: By signing this agreement, Contractor certifies compliance with the provisions of CCC 04/2017, Standard Contractor Certification Clauses. This document may be viewed at <https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-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.