

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
ACTION AGENDA SUMMARY

DEPT: SHERIFF/OPERATIONS

BOARD AGENDA # *B-19

Urgent _____ Routine X

AGENDA DATE July 10, 2001

CEO Concurs with Recommendation YES ph NO _____
(Information Attached)

4/5 Vote Required YES _____ NO X

SUBJECT:

AUTHORIZE THE SHERIFF TO ACCEPT A GRANT THROUGH THE CALIFORNIA DEPARTMENT OF ALCOHOLIC BEVERAGE CONTROL; SIGN A CONTRACT WITH ABC; AND INCREASE ESTIMATED APPROPRIATIONS AND REVENUES.

STAFF
RECOMMEN-
DATIONS:

1. AUTHORIZE THE SHERIFF TO ACCEPT GRANT FUNDS FROM THE STATE OF CALIFORNIA IN ORDER TO ADDRESS PROBLEMATIC ABC ESTABLISHMENTS THROUGH TARGETED ABATEMENT.
2. AUTHORIZE THE SHERIFF OR HIS DESIGNEE TO SIGN A CONTRACT WITH THE DEPARTMENT OF ALCOHOLIC BEVERAGE CONTROL AND FOR THE BOARD OF SUPERVISORS TO APPROVE THIS CONTRACT.
3. DIRECT THE AUDITOR TO INCREASE APPROPRIATIONS AND ESTIMATED REVENUES AS DETAILED ON THE ATTACHED FINANCIAL TRANSACTION FORM.

FISCAL
IMPACT:

The Sheriff's Department is eligible to receive grant funds in the amount of \$100,000 in reimbursement for training for existing staff and for overtime, extra-help and clerical staff costs related to targeted abatement of problematic ABC establishments. There is no cost to Stanislaus County associated with this grant process. No matching funds are required.

BOARD ACTION AS FOLLOWS:

No. 2001-518

On motion of Supervisor Caruso _____, Seconded by Supervisor Blom _____
and approved by the following vote,

Ayes: Supervisors: Mayfield, Blom, Simon, Caruso, and Chair Paul _____

Noes: Supervisors: None _____

Excused or Absent: Supervisors: None _____

Abstaining: Supervisor: None _____

1) X Approved as recommended

2) _____ Denied

3) _____ Approved as amended

Motion:

ATTEST: CHRISTINE FERRARO TALLMAN, Clerk

By: Deputy

Christine Ferraro

File No.

AUTHORIZE THE SHERIFF TO ACCEPT A GRANT THROUGH THE CALIFORNIA DEPARTMENT OF ALCOHOLIC BEVERAGE CONTROL; SIGN A CONTRACT WITH ABC; AND INCREASE ESTIMATED APPROPRIATIONS AND REVENUES.

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DISCUSSION: On March 13, 2001, the Board of Supervisors authorized the Sheriff to apply for an Alcoholic Beverage Control grant and to sign the application forms. The Board then issued a resolution undertaking the Targeted Abatement Project.

This grant will provide for deputy sheriff staffing and training in the area of addressing problematic ABC establishments through targeted abatement and for necessary clerical support staff. It is the goal of the Stanislaus County Sheriff's Office to identify problematic alcohol establishments that operate in a disorderly and disruptive manner, correct them, and abate the problem. These nuisance establishments have a deteriorating effect upon the surrounding community, thus directly contributing to high crime, gang activity and blighted conditions. As problem establishments are identified, a variety of methods will be implemented to include, but not be limited to: educating both licensee and minors, operating alcohol and decoy stings, and issuing citations for ABC violations.

The duties of the assigned staff, with the assistance of the Stockton district ABC office, will be to provide abatement through one or more of the following programs:

- 1) ***LEAD (Licensee Education on Alcohol and Drugs) Program*** is a free, voluntary prevention and education program for licensees.
- 2) ***IMPACT (Informed Merchants Preventing Alcohol-Related Crime Tendencies) Program*** is a prevention and education program intended to teach licensees how they can help reduce alcohol-related crime.
- 3) ***The Minor Decoy Program*** allows local law enforcement agencies to use persons under 20 years of age as decoys for the purpose of purchasing alcoholic beverages from licensed premises.
- 4) The mission of ***SOU (Special Operations Unit)*** is to provide an effective and rapid enforcement response to disorderly and disruptive licensed premises which threaten the well-being of our communities and to do so in a manner that fosters teamwork and professional development among the Department's law enforcement staff and allied agencies.

AUTHORIZE THE SHERIFF TO ACCEPT A GRANT THROUGH THE CALIFORNIA DEPARTMENT OF ALCOHOLIC BEVERAGE CONTROL; SIGN A CONTRACT WITH ABC; AND INCREASE ESTIMATED APPROPRIATIONS AND REVENUES.

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- 5) ***ROSTF (Retail Operating Standards Task Force)*** is an enforcement task force whose goal is to identify licensees who are operating in violation of 25612.5 of the Business and Professions Code. This law requires certain licensees to, among other things, remove litter daily, control graffiti, provide exterior illumination and keep windows clear of excess signage.
- 6) ***Decoy Shoulder Tap Program*** is a common method used by persons under age 21 to solicit persons to purchase and furnish them with alcoholic beverages. The Shoulder Tap Program is an enforcement program used by ABC and law enforcement agencies to conduct such solicitations in front of off-sale licensed premises.

POLICY
ISSUES:

Approval of these actions supports the Board of Supervisors' goal of safe communities and intergovernmental cooperation.

STAFFING
IMPACT:

The Department will utilize existing staff with all overtime and extra-help costs reimbursed to the County by the Department of Alcoholic Beverage Control. There will be no additional staffing impacts associated with this request.

**AUDITOR-CONTROLLER
BUDGET JOURNAL**

**AUDITOR-CONTROLLER
COPY**

BUDGET JOURNAL SCREEN

Budget Organization **Stanislaus Budget Org**
 Budget **LEGAL BUDGET**
 Accounting Period From **Jul-01**
 To **Jun-02**



BATCH SCREEN

Journal Batch **SO PG** BO **--**
 Category **Budget**

Line	Coding Structure						Period	Description
	Fund 4	Org 7	Account 5	G/L Proj 7	Loc 6	Misc 6	Jul-01	
							AMOUNT	
1	1743	28862	65780	12101			20,000.00	Approp for training
2	1743	28862	50010	12101			40,000.00	Approp for overtime
3	1743	28862	50020	12101			40,000.00	Approp for extra help
4	1743	28862	25000	12101			100,000.00	Est revenue state ABC grant
5							.0	
6							.0	
7							.0	
8							.0	
9							.0	
10							.0	
11							.0	
12							.0	
13							.0	
14							.0	
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16							.0	
17							.0	
18							.0	
19							.0	
20							.0	
21							.0	
22							.0	
23							.0	
24							.0	
25							.0	
Totals							200,000.00	

Set up est rev and approp for ABC state grant.

Requesting Department	CEO	Auditors Office Only	
 Signature Date <u>6-28-01</u>	 Signature Date <u>7/2/01</u>	 Prepared By Date	 Admin Approval (\$75K+) Date <u>6-28-01</u>

STANDARD AGREEMENT

APPROVED BY THE

ATTORNEY
GENERAL

STD. 2 (REV. 5-91)

THIS AGREEMENT, made and entered into this 30th day of May, 2001,
in the State of California, by and between State of California, through its duly elected or appointed, qualified and acting

CONTRACT NUMBER 21G-LA18	AM. NO.
TAXPAYER'S FEDERAL EMPLOYER IDENTIFICATION NUMBER	

TITLE OF OFFICER ACTING FOR STATE Assistant Director, Administration	AGENCY Department of Alcoholic Beverage Control
--------------------------------------------------------------------------------	-----------------------------------------------------------

, hereafter called the State, and

CONTRACTOR'S NAME
Stanislaus County Sheriff's Department


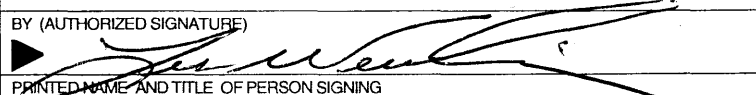
, hereafter called the Contractor.

WITNESSETH: That the Contractor for and in consideration of the covenants, conditions, agreements, and stipulations of the State hereinafter expressed, does hereby agree to furnish to the State services and materials, as follows: *(Set forth service to be rendered by Contractor, amount to be paid Contractor, time for performance or completion, and attach plans and specifications, if any.)*

- Contractor agrees to provide services as specified in the "Project Narrative" consisting of six (6) pages and the "Budget Estimate" consisting of one (1) page. All pages attached hereto bearing Contractor's name and contract number are hereby incorporated into this agreement by this reference.
- The term of this agreement is: July 1, 2001 through June 30, 2002.
- The maximum amount payable under this agreement shall not exceed \$100,000.00.
- The enclosed Std. 17A "Nondiscrimination Clause" consisting of one page and bearing Contractor's name and contract number are hereby incorporated into this agreement by this reference.
- This agreement may be terminated prior to the expiration date by either party upon thirty (30) days prior written notice. If at any time the Contractor should cease to perform the services specified herein, the contract is deemed to be terminated. No penalty shall accrue to either party because of contract termination.
- Whereby it is clearly deemed the grant project is not achieving its goals and objectives on schedule, funding may be reduced by the Department of Alcoholic Beverage in the 4th Quarter.

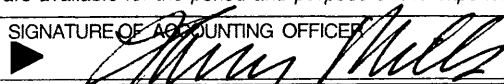
CONTINUED ON 2 SHEETS, EACH BEARING NAME OF CONTRACTOR AND CONTRACT NUMBER.

The provisions on the reverse side hereof constitute a part of this agreement.
IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written

STATE OF CALIFORNIA		CONTRACTOR	
AGENCY Department of Alcoholic Beverage Control	CONTRACTOR (if other than an individual, state whether a corporation, partnership, etc.) Stanislaus County Sheriff's Department		
BY (AUTHORIZED SIGNATURE) 	BY (AUTHORIZED SIGNATURE) 		
PRINTED NAME OF PERSON SIGNING Anthony M. Nieto	PRINTED NAME AND TITLE OF PERSON SIGNING LES WEIDMAN, SHERIFF-CORONER		
TITLE Assistant Director, Administration	ADDRESS 250 E. HACKETT RD., MODESTO, CA 95358		

AMOUNT ENCUMBERED BY THIS DOCUMENT \$100,000.00	PROGRAM / CATEGORY (CODE AND TITLE) 10.20 - Compliance	FUND TITLE ABC FUND	Department of General Services Use Only	
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT -0-	(OPTIONAL USE) 5012/12000			
TOTAL AMOUNT ENCUMBERED TO DATE \$100,000.00	ITEM 2100-101-0081	CHAPTER BA	STATUTE 2001	FISCAL YEAR 2001/02
	OBJECT OF EXPENDITURE (CODE AND TITLE) 6-61-702 Grants-Governmental			

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.

SIGNATURE OF ACCOUNTING OFFICER:  DATE: **5/30/01**

STANDARD AGREEMENT

STD. 2 (REV. 5-91) (REVERSE)

1. The Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, materialmen, laborers and any other person, firm or corporation furnishing or supplying work services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Contractor in the performance of this contract.
2. The Contractor, and the agents and employees of Contractor, in the performance of the agreement, shall act in an independent capacity and not as officers or employees or agents of State of California.
3. The State may terminate this agreement and be relieved of the payment of any consideration to Contractor should Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. The cost to the State shall be deducted from any sum due the Contractor under this agreement, and the balance, if any, shall be paid the Contractor upon demand.
4. Without the written consent of the State, this agreement is not assignable by Contractor either in whole or in part.
5. Time is of the essence in this agreement.
6. No alteration or variation of the terms of this contract shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.
7. The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

7. Revisions to the "Grant Assistance to Local Law Enforcement Agencies Project Proposal" and the "Budget Estimate" may be requested by a change request letter submitted by the Contractor. If approved by the State, the revised "Grant Assistance to Local Law Enforcement Agencies Project Proposal" and/or "Budget Estimate" supersede and replace the previous documents bearing those names. A contract amendment will be required to implement any such changes with the exception that changes in a budget line item of expense not to exceed five percent (5%) of the line item may be authorized without requiring a contract amendment if the total amount of the contract remains unchanged.
8. Contractor agrees to make available to the California State Auditor any books, records, documents, and other evidence pertaining to reimbursable costs, and any matching costs and expenses, and hold them available for audit and inspection by the State for a period of three years after the final payment of this contract. Contractor agrees to make available to the Department of Alcoholic Beverage Control or any State audit entity these same materials pertaining to the performance of this contract at any time during the term of this contract up to a period of three years after the final payment of this contract.
9. 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.
10. 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.
11. By signing this agreement, Contractor swears under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against Contractor within the immediate preceding two-year period because of Contractor's failure to comply with an order of the National Labor Relations Board. For the purposes of this section, a finding of contempt does not include any finding which has been vacated, dismissed, or otherwise removed by the court because Contractor has complied with the order which was the basis for the finding.

12. Only the costs displayed in the "Budget Estimate" 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.
13. 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.
14. 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.
15. 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.
16. 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.
17. Payments of approved reimbursable costs 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 shall be made within 30 days of State approval of invoices; however, no late payment or interest penalties are applicable to payments not made within this time period. Nothing contained herein shall prohibit advance payments as authorized by Item 2100-101-0081, Budget Act Statutes of 2001.
18. 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.
19. All invoices and correspondence are to be mailed in accordance with the instructions contained in the "Grant Assistance Program Proposal" attached hereto.

PROJECT NARRATIVE

BACKGROUND

The Stanislaus County Sheriff's Department was established in 1854. The Sheriff's Department is the lead law enforcement agency in Stanislaus County. It is one of 12 law enforcement agencies in Stanislaus County (six police departments; three cities under law enforcement contract with the Sheriff's Office; California Highway Patrol; and California State University, Stanislaus Police). The Department has approximately 581 personnel, and the budget for the 2000-2001 fiscal year is \$50 million with \$21 million to the Operations Division. It is a highly organized and diverse agency that provides a variety of services to Stanislaus County residents.

The Sheriff's Department consists of two major divisions: Adult Detention and Operations.

Adult Detention Division:

The Sheriff operates three custodial facilities with an average daily inmate population of approximately 1000. There are only two sworn assigned to adult detention, the Assistant Sheriff and one lieutenant. The remainder of the Adult Detention Division is staffed by 305 non-sworn, uniformed officers (public officers) and civilian employees.

Operations Division:

The Operations Division is the law enforcement arm of the Sheriff's Department. Included under this Division are Patrol, Investigations (which includes deputies to be assigned to TAP—ABC project), Records, Civil, Coroner, and Public Administrator. There are 144 sworn deputies assigned to the Operations Division: 107 to Patrol, 37 to Detectives, and 4 to Administration. There are 67 Non-Sworn (Clerical and Professional) positions. The Sheriff's Department continues to contract with the Cities of Riverbank, Patterson and Waterford for law enforcement services, and as a result acquired 34 additional sworn officers and 6 civilians to work those communities. Also included in the above figures are Records, Transportation, Civil Bureau, Court Services, Coroner's Unit, and the Public Administrator's Unit. The Sheriff's Department provides law enforcement services to the unincorporated portions of the county (109,400 population) as well as the Cities of Riverbank (14,600), Patterson (10,950) and Waterford (6,775). Stanislaus County comprises 1,521 square miles and has an overall population of 441,400 as compared to 407,175 in 1994 constituting a significant growth pattern (8% in 6 years). According to the Alcohol Beverage Control there are 893 ABC licensed establishments (both retail and wholesale) in the County of Stanislaus (Retail, Incorporated – 720 and Retail, Unincorporated – 173).

The Mission Statement for this agency: **We, the members of the Stanislaus County Sheriff's Department are dedicated to serve and protect the community through the highest standard of professionalism and ethical conduct by ENFORCEMENT, PREVENTION and EDUCATION in partnership with our community.**

The funds from this grant will be used for the salary and benefits for one full-time "specialist" deputy and one deputy who will work at least 20 hours per week. These deputies will perform liaison duties with Alcohol Beverage Control (ABC). Additionally, these deputies will coordinate Sheriff's Department and community resources to reduce identified problems at ABC-licensed establishments.

The primary mission of this program, designated as Target Abatement Project (TAP), will be to expand our successful commitment with the California Alcohol Beverage Control, through the established formula of intervention through enforcement, and understanding through training and education. This will

PROJECT NARRATIVE

result in fewer problematic ABC – licensed businesses in our community, and thus more efficient resource management by the Sheriff's Department.

Examples of the program objectives are: to continue to conduct underage alcohol purchase "decoy" programs; monitor the established ABC data-collecting projects; create multi-agency complaint review programs throughout the County so that problematic ABC-licensed establishments can be identified and investigated; continue with LEAD and IMPACT; conduct undercover operations in and around ABC-licensed business found to be associated with criminal activity.

Since the funds are limited to one calendar year, existing positions will be utilized to meet the specific program requirements, and the Sheriff will use Reserve deputies to backfill those positions. The Drug/Gang Abatement Sergeant will supervise the program, and the data gathering and evaluation will be conducted by the Crime Analyst.

The Sheriff's Office has several volunteer programs such as the Sheriff's Reserve Unit, numbering approximately 67 personnel. These volunteer officers provide a variety of services, depending on the training, from support to direct law enforcement. Qualifications and levels for Sheriff's Reserve Officer are regulated by the California Peace Officers Standards and Training (POST). The levels of staffing for the Sheriff's Reserve Unit are as follows: 30 officers at level I (maybe assigned to any positions) 15 officers at level II (may be assigned to Patrol with full-time deputy), and 21 officers at level III (custodial assignment only). The Sheriff's Department Reserves, Explorers, the S.T.A.R.S. (Sheriff's Team of Active Retired Seniors) and Drug/Gang Abatement detail will further facilitate this program.

PROBLEM STATEMENT

In 1995, the Stanislaus County Sheriff's Office conducted the initial Targeted Abatement Project (TAP) with ABC grant funds. This Project proved to be one of the most successful operations in which this agency has participated. During the one year TAP operation, the agency conducted 5 LEAD programs training 125 employees or owners trained/instructed, and 72 IMPACT inspections.

Our deputies attended numerous business and community meetings with more than 430 persons in attendance. They performed 107 DECOY STING operations that resulted in 22 citations, for a total of \$9,145 dollars in fines. They successfully protested the issuance of an ABC-license to an establishment with a history of problems, and caused eight "24200e" B&P letters to be issued. They made over 50 arrests for crimes involving prostitution and narcotics on or near ABC-licensed businesses. They also provided training for all of our field deputies and detectives on ABC laws.

The crime statistics for the unincorporated portion of Stanislaus County for 2000 shows an increase of 72% for Calls for Service since 1995.

Calls For Service: 1995.....54,993

2000.....94,897

The California Highway Patrol reported an 11% increase in Alcohol related traffic accidents, an 18% increase of DUI arrests, with felony DUI up 15% during the period 1999 and 2000.

There are 178 ABC-licensed businesses in the unincorporated portion of Stanislaus County, additionally the Sheriff's Office is responsible for monitoring the 71 ABC-licensed businesses for the three cities that

PROJECT NARRATIVE

contract police services from the Sheriff's Office. The three cities also generate nearly 30,000 calls for service a year.

Since 1995, when we last had TAP we have hired over 50 new deputies to fill vacancies caused by retirements, promotions, and those leaving for other reasons.

The Stanislaus County Sheriff's Office currently has nine communities participating in Community Oriented Policing (COP). This program has placed 12 deputies into these communities to improve the police services. The type of alcohol related problems which are draining our resources are ABC-licensed establishments selling to minors, selling alcohol to inebriated persons, public drunkenness, loitering in front of licensed premises, and allowing the consumption of alcohol in the parking lots, excessive signage, litter and graffiti. In the year 2000, three homicides occurred in ABC- licensed establishments in the unincorporated portion of the county.

Street gangs are another drain on law enforcement resources. According to the Sheriff's Department Gang Unit, there are over 2,500 documented gang members in Stanislaus County. The Gang Unit estimates that gangs are responsible for 70% of the crime in the South Modesto area alone. Gangs are also identified as responsible for approximately 70% of the auto thefts, and 99% of the drive by shootings.

The majority of criminal investigations involving gangs have identified the presence of alcohol. Most gang members in the county are well under 21 years of age, and many gangs are started as a result of minors just "hanging out" and drinking alcohol at parties with friends and associates. New members are often given the task of supplying alcohol for the other members of the gang. Gang members will use alcohol to "build up" courage to commit crimes such as "drive by shootings" and property crimes. Gangs are also responsible for the majority of the graffiti found in our neighborhoods, particularly on or near ABC-licensed establishments

Budgetary restrictions have limited our staffing over the past six years, and we have been unable to "work" this specific problem area. Proactive enforcement has been replaced with reactive enforcement because there are not enough deputies to handle calls for service. As problem areas are identified, 'special details are assigned requiring personnel to work overtime, but only when the budget permits. The current operating budget rarely allow for overtime expenditures such as these.

The reinstatement of the Targeted Abatement Project is crucial for our community. Funds are unavailable for such a project, except through grants. The funds from this grant would enable the Sheriff to appoint one full time and one part time Deputy to investigate and identify problem ABC-licensed establishments. These deputies would work directly with ABC, COP officers, patrol deputies and the contract city officers correcting or abating problems and dealing with licensed establishments contributing to the problems. These deputies could also train, refresh, and develop the expertise with all of our deputies including our more inexperienced ones.

PROJECT OBJECTIVES

It is the goal of the Stanislaus County Sheriff's Office to identify problematic alcohol establishments that operate in a disorderly and disruptive manner, correct them, and abate the problem. These nuisance establishments have a deteriorating effect upon the surrounding community, thus directly contributing to high crime, gang activity and blighted conditions.

PROJECT NARRATIVE

As establishments are identified, a variety of methods will be implemented, such educating both licensee and minors, to operating alcohol stings, decoy stings, and issuing citations for ABC violations. The following are the Targeted Abatement Project (TAP) objectives, which are designed to address problems pointed out in the Problem Statement:

1. Conduct quarterly Minor Decoy and Shoulder Tap operations with the assistance of Sheriff's Explorers.
2. TAP members will send letters of commendation to owners/managers who do not sell to Minor Decoy urging they to continue their education program..
3. TAP members will work closely with the Sheriff's Gang personnel to identify youth and alcohol related problems.
4. TAP Members will coordinate their efforts with the Stanislaus County Graffiti Abatement Program to identify graffiti to insure efficient and expedient clean up from ABC licensed establishments..
5. TAP members will track data from conventional and non-conventional sources to facilitate identifying the problematic establishment.
6. TAP members will conduct undercover purchases of narcotics and narcotic paraphernalia in licensed premises.
7. Conduct no less than 25 IMPACT inspections at licensed establishments.
8. TAP members will develop, implement and provide training on alcohol related issue for Sheriff's personnel.
9. TAP members will contact all ABC establishments in the unincorporated county and contracted cities and offer ABC training to the licensee and their employees.
10. TAP members will make themselves available to organizations, agencies, groups or business associations who wish information regarding the TAP program and its benefits or instruction concerning ABC laws.

METHOD OF PROCEDURE

This program will be implemented under the supervision of the Drug/Gang Abatement Sergeant.

- Phase 1) Preparation: Selection process, screening of veteran deputies working the patrol division.
- Phase 2) Preliminary Training: Provide training to selected Tap members regarding ABC enforcement and procedures consistent with ABC guidelines. Provide training to all patrol, contract cities, community oriented policing units and detectives.
Send out mailers regarding LEAD training to ABC licensed establishments.
- Phase 3) Implementation: Conduct enforcement operations consisting of Minor Decoy And Shoulder Tap programs. Conduct IMPACT inspections. Conduct undercover operations for the purchase of narcotics and narcotic paraphernalia in ABC licensed premises. Continue in service training for Sheriff's personnel. Gather data to identify youth related alcohol problems, graffiti and problematic establishments.

PROJECT NARRATIVE

- Phase 4) Community Involvement: TAP will have established a relationship with business and neighborhood groups through Community Oriented Policing Units, Contract Cities and initial preparation phase. TAP members, COP Officers and Contract Cities Deputies will aggressively seek public support for this program at community meetings and forums. Citizen would be encouraged to contact the Sheriff's Department regarding complaints at ABC licensed establishments and would be educated regarding ABC laws and regulations.
- Phase 5) Data Gathering and Analysis: The Stanislaus County Sheriff's Department has an experienced Crime Analyst capable of collecting and organizing information with a variety of computer applications. The Crime Analyst will be assigned to assist in this phase of the program.
- Phase 6) Final Report: This report will be compiled by the Drug/Gang Abatement Sergeant, Information used in this report will consist of data collected by the Crime Analyst. TAP deputies and community/business surveys.

METHOD OF EVALUATION

At the end of the project, an evaluation will be conducted to determine the effectiveness of our efforts. Those quantifiable terms, as pointed out in the project objectives, will be addressed.

- 1) A comparison will be made of those licensees who sold alcohol to minors during the first quarter decoy operations, and the last quarter of the project. Was there a reduction in violation as a result of this program?
- 2) What is the data received from Patrol and Investigation units concerning gang activity, particularly as they relate to the use of alcohol?
- 3) Has there been a reduction of traffic incidents, or DUI by both minors and adults?
- 4) By identifying problematic licensees and enforcing any laws which may have been violated, has there been a reduction in the criminal activity near those establishments?
- 5) What was the business/community group's reaction to the program? Did they report a reduction in crime within their areas? Would they like the program to continue?
- 6) What was the reaction from other agencies?
- 7) How many licensees, employees and law enforcement personnel were trained about ABC during the program?
- 8) Did the training received by those people help reduce ABC-related problems?
- 9) A comparison will be made between those funds spent on the project for the year, and historical study that would relate to the calls for service to problematic establishments in the past. A comprehensive study will include data received from other agencies such as ABC, CHP and local law enforcement.

PROJECT NARRATIVE

ABC LIAISON

The Stanislaus County Sheriff's Department has enjoyed a cordial and informative relationship with the Department of Alcoholic Beverage Control. This agency has never been denied information, or help by ABC. There has been a concern by this agency that there is a lack of sufficient staff at ABC. The ABC office which is responsible for this county is understaffed, and the region is too large. As stated in this narrative, the growth of this county has been significant and the crime rate staggering.

Past experience has shown that ABC is unable to respond to complaints in a timely manner because of the lack of resources and staffing. However, as the result of the initial TAP program, the South Modesto area enjoyed the much-needed contact with, and education of ABC-licensed establishments including intervention and enforcement.

This program will provide a vehicle to expedite the complaint and investigation process throughout the County. As a result, this agency will benefit from the training and experience, while ABC will be able to enjoy the results of our active enforcement in the County. Overall, this program will have a direct impact on the community, and the future relationship between the Stanislaus County Sheriff's Department and the ABC.

STATEMENT OF INTENT

As a result of the continuation of this comprehensive program, as well as other programs already in place within the Sheriff's Department, crime in this community will be reduced. Maintenance is the key to success. With the training and experience achieved as a result of this project, this Department will continue to impact problematic ABC licensees throughout the county. It is the intent of the Stanislaus County Sheriff's Department (evidenced by the Department's Mission Statement) to continue with such programs as resources permit.

BUDGET ESTIMATE

BUDGET CATEGORY AND LINE-ITEM DETAIL	COST
A. Personnel Services (salaries, overtime and benefits)	<small>(Round all budget amounts to the nearest dollar)</small>
Full-time Equivalent 1.0 Deputy Sheriff--Salary and Benefits \$68,429 0.5 Deputy Sheriff--Salary and Benefits 34,214 0.1 Crime Analyst--Salary and Benefits <u>6,525</u> \$109,168 <u>-11,268</u>	
TOTAL PERSONNEL SERVICES	\$ 97,900
B. Operating Expenses	
All provided by county in-kind contributions	
TOTAL OPERATING EXPENSES	-0-
C. Equipment	
Floor-switched, Vehicle-mounted Microphones 2 @ \$300 each	
TOTAL EQUIPMENT	600
D. Travel Expenses	
Lodging, mileage and meals for training two staff members	
TOTAL TRAVEL EXPENSES	1,500
TOTAL BUDGET ESTIMATE, ALL CATEGORIES	\$100,000

State of California

NONDISCRIMINATION CLAUSE (OCP-1)

STD. 17A (REV. 2-93)

1. During the performance of this contract, contractor and its subcontractors shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Contractors and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this contract by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

2. This contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the contract.