

AGREEMENT NUMBER

**14G-LA38**

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 Santa Barbara through the Santa Barbara 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 4 page(s)

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

Exhibit C\* – General Terms and Conditions GTC 610

Check mark one item below as Exhibit D:



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

1 page(s)



Exhibit - D\* Special Terms and Conditions

page(s)

Exhibit E – Additional Provisions

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](http://www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx)

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

**CONTRACTOR**

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

**County of Santa Barbara through the Santa Barbara County Sheriff's Office**

BY (Authorized Signature)



DATE SIGNED(Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

**Sam Gross, Chief**

ADDRESS

**4434 Calle Real  
Santa Barbara, CA 93110**

**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**

**California Department of General  
Services Use Only**

☒ Exempt per: **SCM 4.04.(A)(3)**

## Exhibit A

### SCOPE OF WORK

#### ABC GAP GRANT

##### **Summary:**

Agency Description: Santa Barbara County is approximately 2,744 square land miles with 118 miles of coastline. The total population is approximately 400,000 people. The Santa Barbara Sheriff's Office (SBSO) has approximately 189,000 people that it provides law enforcement services for within the County. The SBSO is staffed by approximately 238 Sworn Deputy Sheriffs, 175 Sworn Corrections Deputies, and 168 Civilian Employees. The SBSO has primary law enforcement duties in the unincorporated areas of the County as well as four contract cities. The SBSO is broken down into several Divisions and Bureaus. The Criminal Investigations Division provides detective follow-up investigations and coroner investigations. The Special Investigations Bureau is tasked with narcotics interdiction, vice and intelligence gathering, and air support. The Administrative Services Division provides support services including Public Safety Dispatch and Records. The SBSO is also responsible for providing custodial facilities. The County Jail is staffed by Custody Deputies who are tasked with the booking, housing and care of over 700 inmates and new arrests.

Santa Barbara County is also home to several colleges such as Westmont College, Brooks Institute, Allan Hancock College, Santa Barbara City College (SBCC) and the University of California, Santa Barbara (UCSB). Isla Vista is a small town bordering UCSB. Isla Vista is the hub of college student activity and socialization due to the proximity to UCSB.

The SBSO deals with thousands of alcohol related violations and incidents each year, due in part to the 1280 alcohol licenses within the County. Of the total licenses, 865 are "on-sale" establishments and 415 are "off-sale" establishments. In the Isla Vista area there are 14 on-sale establishments and 6 off-sale licenses. These licensed establishments serve the Isla Vista population of 23,096. The City of Goleta (SBSO contract city) borders the town of Isla Vista and has 68 on-sale licenses and 38 off-sale licenses. Goleta's licensed establishments serve a population of 29,888.

**Funding Requested:** The SBSO is requesting funding in the amount of \$100,000 to offset the overtime cost needed to effectively increase enforcement, operating costs, and to provide/receive training in order to reduce criminal activity involving alcohol related crimes/violations.

##### **Goals and Objectives:**

- Conduct 44 task force operations targeting ABC licensed premises, open parties to the public, and individuals wondering the streets of Isla Vista and Goleta areas during "Fall Orientation", Halloween, "Deltopia" and throughout the school year, keeping alcohol related crimes/violations/assaults (physical and sexual) to a minimum.
- Conduct 6 "Shoulder Tap" operations, deterring adults from furnishing alcohol to minors.
- Conduct 8 "Minor Decoy" operations, deterring the sale of alcohol to minors.
- Conduct 2 "Trap Door" operations; deterring the use of fake ID's to purchase alcohol by minors.
- Conduct 2 IMPACT inspections at all 20 Isla Vista locations and other locations in the Goleta area, known to sell alcohol to the Isla Vista population, in order to ensure strict compliance with ABC regulations.
- Conduct 1 LEAD training to employers/employees of above noted locations.
- Conduct 4 "Roll Call" trainings/briefings, educating deputies/officers on alcohol related crimes/violations and the importance of adhering to a "zero tolerance" policy.
- Produce 4 press releases, noting ABC violations from local establishments and presenting information to the public regarding the SBSO and ABC's efforts to reduce alcohol related violations/crimes by ABC licensee's, minors, and adults furnishing alcohol to minors.

## Exhibit A

- Conduct 2 undercover operations on the transport buses, capturing alcohol related violations during transit, targeting the business owners/drivers of the buses, keeping them in compliance with alcohol/traffic laws and reducing the number of alcohol related crimes as the passengers are dropped off in the Isla Vista area.
- Conduct 2 motor patrols of the Isla Vista area, using traffic deputies, to enforce all traffic/parking laws of the transport buses during peak hours of operation, in order to reduce the hazards they present by illegal parking and dropping off intoxicated subjects.
- Reduce the number of EMS incidents, crimes and victimizations involving the abuse of alcohol

### **Problem Statement:**

SBSO provides primary law enforcement services to Isla Vista, a bustling college town adjacent to UCSB. Although Isla Vista is small (just under 2 square miles), it is densely populated and carries one of highest per capita UCR Part 1 Violent Crime rates in Santa Barbara County. These high crime rates are likely tied to Isla Vista's population density (12,491 population density per square mile; US Census Bureau, 2010), age of inhabitants (84% of population is between 18-24 years of age; US Census Bureau, 2010), high alcohol consumption rate (Isla Vista has one of the highest alcohol consumption rates per square mile; California Alcohol and Drug Council), and its nationally acclaimed reputation as a "top ten" college party town (Playboy Magazine has consistently rated UCSB among the top ten party schools in the country). Goleta is comprised of about 7.975 sq. miles, with a population density of approximately 3,700 people per sq. mile (Wikipedia).

Over the last several years, the population in Isla Vista has continued to grow, as UCSB has purchased more land and has been building more student housing. Moreover, empty lots in Isla Vista are currently being developed, thus adding to the rising population as well.

To best deal with these issues, SBSO has teamed up with the UCSB Police Department to operate a substation in the heart of Isla Vista. This substation, the Isla Vista Foot Patrol, is composed of sheriff's deputies and police officers working side by side in a community policing fashion to keep Isla Vista safe. Isla Vista Foot Patrol deputies/officers routinely patrol the area by foot, bicycle and automobile. These techniques have proven successful for decades, but recently their effects have waned as Isla Vista's UCR Part 1 crime rates have increased considerably over the past 10 years (cumulative violent crime rates have increased 23% and burglary rates have increased 73%; FBI UCR Statistics, 2011).

Isla Vista is a community that faces an abundant amount of alcohol related problems. Some of these issues are as follows:

**Fall Orientation:** During August - November each year, students (and others as well) arrive in Isla Vista in order to start the school year off with a bang (party until the early hours of the morning). The SBSO staffs "Fall Orientation" overtime positions (usually 6-8 bodies per night) every Friday and Saturday night in an effort to combat the extreme partying. Due to budget cuts, it has become difficult to fund these positions.

**Halloween:** This is a major event where thousands, anywhere from 25,000 to upwards of 40,000 college students, as well as regular partygoers and gang members (who come to prey and victimize the drunken college students) gather on Del Playa and surrounding streets as they celebrate for 3-4 days while dressing in costume and consuming vast amounts of alcohol. Last year in 2013, the SBSO, along with allied agencies who assisted with the event, including ABC agents, arrested 207 people, of which 166 were for Drunk in Public alone. 252 citations were given, of which 187 were for alcohol related crimes. The cost to SBSO for this 3-day operation was \$387,463.

**Deltopia:** This is another major event that usually takes place around the first week of April, as the students openly party on Del Playa, with live bands and DJ's. Last year, there were upwards of 15,000 people who congregated on one to two blocks. At one residence, there were so many people on a balcony that the balcony collapsed, causing substantial injuries to several students. There were also hundreds of alcohol related violations and assaults, both sexual and physical.

**Sexual Assaults:** Sexual assaults are prevalent in Isla Vista, and recently have been becoming more violent as well. In January 2014, an 18 year old college student was raped by three males. She was extremely intoxicated, and was lured to the back of an apartment complex and subsequently raped by two adults and one 15 year old. The rapists had no school affiliation, but were partying in Isla Vista, blending with the college crowd. All three suspects were caught, with an overwhelming amount of evidence against them. They are all currently in custody and their case is pending.

In February of 2014, there was another sexual assault that took place on the outskirts of Isla Vista. This time, an 18 year old inebriated female was raped by 2-3 individuals and severely beaten, sustaining a fractured skull and other injuries, making national headlines. There have been no suspects identified in this case as of yet.

**Physical Assaults:** Alcohol consumption in Isla Vista fuels violence. Within the past 12 months, there have been numerous assaults in the Isla Vista area. Often times, there are victims who get beat by unknown assailants, and are rushed to the hospital for medical treatment. There are also victims of knife-wielding suspects as well. In March of 2014, within the same week, there were two separate stabbings. One incident involved a suspect who stabbed the victim twice in the side, puncturing a lung. The suspect was caught moments later and positively identified. The victim was rushed to the hospital, had emergency surgery and subsequently released. The suspect was charged with attempted murder. Nearly all assaults in Isla Vista stem from the abuse of alcohol.

**Unlawful Assembly:** Only about an hour after the above mentioned attempted murder, deputies attempted to make an arrest of an intoxicated male jumping on a passing vehicle. During the arrest, the two deputies were surrounded by a crowd of approximately 800-1,000 partygoers, who attempted to lynch the suspect from the deputies, as the crowd chanted "Fuck the Police" and "Let him Go" in unison. As deputies responded, they entered the crowd to assist the two deputies making the arrest, providing a barrier around them. Once the arrest was made, deputies/UCSB Officers were in an alley way and the crowd surged at them, continuing to yell profanities. Pepper-spray was deployed, and an unlawful assembly was declared over the patrol unit's PA system. Deputies/Officers positioned themselves on Del Playa and formed two skirmish lines, separated the crowd and pushed them east and west on Del Playa, as they took on incoming bottles and full cans of beer. CHP, Goleta and Carpinteria units responded to assist in the near riot situation.

**Fake ID's:** There is a serious problem with fake ID's in the Isla Vista area. Fake ID's are so commonplace that it is not unusual to see minors walking out of a licensed establishment with a sealed bottle of alcohol inside of a paper bag, which they just purchased from the store. It has become too easy to obtain a fake ID via the internet, and in turn the minors use those ID's to purchase beer/liquor from both Off Sale/On Sale establishments throughout the Isla Vista and Goleta areas.

**Transport Buses:** There are numerous private carriers that capitalize on trafficking college students to and from Santa Barbara/Goleta using buses. These buses run throughout the nighttime hours, taking college students to and from local bars/clubs. They park in restricted areas, causing traffic problems and hazards. The students/minors often consume alcohol on the buses, and present problems when they return to Isla Vista. Recently, a bus was stopped by a deputy as there were two intoxicated college kids "surfing" atop of the bus, which was traveling down a major street in Isla Vista. The bus occupancy was at 119 individuals, where the maximum occupancy was 50 when seated and 75 when standing.

To put this in perspective, Isla Vista accounts for more than 27% of Santa Barbara County's Part 1 Violent Crimes for areas patrolled by SBSO and most of these violent crimes occur in Isla Vista's residential party zone (Del Playa and Sabado Tarde). In calendar years 2012 and 2013, the Foot Patrol investigated 4,252 alcohol related arrests (public intoxication, furnishing alcohol to minors, minor in possession, etc., accounting for 62% of SBSO alcohol related arrests). These numbers remain consistently high.

In addition to the alcohol violations and violent crimes, there has also been an increase in alcohol related EMS calls for service. These calls typically involve (non-criminal) alcohol overdoses and alcohol related injuries. The results by year show the following: 2009- 86 incidents, 2010- 210 incidents, 2011- 237 incidents, 2012- 278 incidents, 2013- 266 incidents, 2014-

69(to date) incidents. In Isla Vista alone, there has been six (6) non-criminal alcohol related fatalities between 2012 and 2013, which does not include substantial injuries and paralyzed individuals from falling off the cliffs and/or balconies.

Some factors leading to the alcohol related problems within the Isla Vista and Goleta areas are: SBSO reduced staffing due to budget cuts, increasing student population in Isla Vista, easily accessible alcohol by minors due to fake ID's, and the amount of alcohol consumption by Isla Vista partygoers.

**Project Description:**

The SBSO is requesting funding to implement the aforementioned "Goals and Objectives": Conduct 44 task force operations, targeting ABC licensed premises, open parties to the public, and minors wandering the streets of Isla Vista and Goleta in violation of alcohol related laws/regulations, conduct 6 "Shoulder Tap", 8 "Minor Decoy", 2 "Trap Door" operations, 2 IMPACT inspections and 1 LEAD training on all of Isla Vista locations and a good portion of Goleta "On-Sale"/"Off-Sale" establishments, 4 "Roll Call" trainings/briefings, 4 press releases, 2 undercover operations targeting transport buses (owners/drivers) trafficking intoxicated subjects to and from Isla Vista, and 2 traffic motor patrols, targeting the transport buses during peak hours of operation.

By utilizing such strategies/operations, the SBSO expects the following: To educate businesses/staff on laws pertaining to the privileges of their licenses, conduct Informed Merchants Preventing Alcohol-Related Crime Tendencies (IMPACT) inspections, and carry out Decoy operations, Shoulder Tap and Trap Door operations at local "on-sale" and "off-sale" establishments, deterring the sale of alcohol to minors and adults furnishing alcohol to minors. Furthermore, the SBSO believes the constant task force operations will reduce the number of ABC licensed establishments from providing alcohol to minors (with fake ID's or not checking for ID) and the amount of alcohol related crimes (physical/sexual/etc) in Isla Vista and Goleta. The grant will allow the SBSO to enhance public safety by increasing education and allowing deputies to work undercover operations during the school year (nearly every Friday and Saturday night while school is in session) and related special events (Halloween, "Deltopia"). The SBSO will also utilize grant funding in educating patrol deputies on alcohol laws pertaining to ABC licensed premises and when to report incidents to the ABC, continuing a productive working relationship with the local ABC agents. Additionally, we will meet with the District Attorney's office to outline the goals of the grant. We will work closely with the DA to make sure that all investigations are conducted to meet their needs for prosecution. We will also collaborate with UCSB/SBCC staff, Associated Student Body, and the Dean of Students Office in order to educate students regarding the dangers of underage drinking and alcohol consumption.

**Project Personnel:**

Sergeant Rich Brittingham (prior Probation Officer, Patrol Deputy, Narcotics Officer, and current Patrol Sergeant with 15 total years LE experience) will be the grant manager and project director, and will be responsible in assuring the completion of the goals and objectives of the grant. Sergeant Brittingham was recently transferred to Isla Vista and will remain in the IVFP throughout the duration of the GAP Grant time period. Staffing will usually be comprised of three-four person teams with one sergeant and two-three deputies for each shift, depending on the operation. The shifts will be eight to ten hours in duration, and times of day will vary depending on the operation. The Isla Vista Foot Patrol has had a long partnership with ABC GAP Investigators and ABC Investigators by working closely together on GAP operations and special events. Additionally, there will be other unnamed patrol deputies utilized in decoy and enforcement operations, as well as in some of our educational courses throughout the grant period.

# BUDGET DETAIL

Exhibit B

BUDGET CATEGORY AND LINE-ITEM DETAIL	COST (Round budget amounts to nearest dollar)
<b>A. Personnel Services (Straight Time Salaries, Overtime, and Benefits)</b>	
<b>A.1 Straight Time</b> Sheriff's Sergeant (1) 47.99 /hr Sheriff's Deputy (2) 40.11 /hr <b>A.2 Overtime</b> Sheriff's Sergeant 433 hrs@ 72/hr (33%) Sheriff's Deputy 1,039 hrs@ 60/hr (66%) <b>A.3 Benefits</b> Maximum allowed benefits @ 7.24% (fica=6.20% medicare=1.45% total=7.65%)	\$31,177 \$62,353
<b>TOTAL PERSONNEL SERVICES</b>	\$93,530
<b>B. Operating Expenses (maximum \$2,500)</b>	
Shoulder Tap Operations, Minor Decoy Operations, Transport Bus Operations,	\$2,500
<b>TOTAL OPERATING EXPENSES</b>	\$2,500
<b>C. Equipment (maximum \$2,500)</b>	
(Attach receipts for all equipment purchases to monthly billing invoice)	\$2,500
<b>TOTAL EQUIPMENT</b>	\$2,500
<b>D. Travel Expense/Registration Fees (maximum \$2,000)</b>	
(Registration fee for July 2014 GAP Conference attendee is \$225 each)  GAP Conference x1 @ \$225 Travel, per diem and lodging at GAP Conference	\$225 \$1,200
<b>TOTAL TRAVEL EXPENSE</b>	\$1,425
<b>TOTAL BUDGET DETAIL COST, ALL CATEGORIES</b>	\$99,955

## 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.

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 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](http://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.