

**COUNTY OF SAN LUIS OBISPO BOARD OF SUPERVISORS  
AGENDA ITEM TRANSMITTAL**

(1) DEPARTMENT Drug and Alcohol/ Behavioral Health Services		(2) MEETING DATE April 4, 2006		(3) CONTACT/PHONE Jason Wells (805)788-2060	
(4) SUBJECT Request to approve a renewal agreement with San Diego State University Foundation					
(5) SUMMARY OF REQUEST As part of its "California Enforcement of Underage Drinking Laws (EUDL)-Community Trials Project" SDSUF is contracting with San Luis Obispo County Drug and Alcohol Services to coordinate and assist in the performance of day-to-day activities and reporting aspects of the local CA EUDL project in San Luis Obispo County. The primary goal of this project is to reduce teen access to alcohol through law enforcement and community coalition efforts.  These activities include working with San Luis Obispo City Police to collect data regarding rates of illegal sales of alcohol to minors, to support compliance checks and education programs with local vendors to reduce rates of alcohol sales and alcohol availability to minors, and to work with city officials to support development and adoption of policies that support reduced access of alcohol to minors.					
(6) RECOMMENDED ACTION It is recommended that the Board approve and sign a renewal of an agreement (clerk's file) with San Diego State University Foundation (SDSUF).					
(7) FUNDING SOURCE(S) State/SDSUF		(8) CURRENT YEAR COST \$36,694		(9) ANNUAL COST \$36,694	
(10) BUDGETED? <input type="checkbox"/> YES <input type="checkbox"/> N/A <input type="checkbox"/> NO					
(11) OTHER AGENCY/ADVISORY GROUP INVOLVEMENT (LIST): The California Enforcement of Underage Drinking Laws (EUDL) Community Trials Project requires DAS to work closely with SDSUF, the San Luis Obispo City Police Department, and the City of San Luis Obispo's Mayor's Youth Task Force. County Counsel has approved this agreement as to form and legal effect.					
(12) WILL REQUEST REQUIRE ADDITIONAL STAFF? <input type="checkbox"/> No <input type="checkbox"/> Yes, How Many? _____ <input type="checkbox"/> Permanent _____ <input type="checkbox"/> Limited Term _____ <input type="checkbox"/> Contract _____ <input type="checkbox"/> Temporary Help _____					
(13) SUPERVISOR DISTRICT(S) 1st, 2nd, 3rd, 4th, 5th, <u>All</u>			(14) LOCATION/MAP <input type="checkbox"/> Attached <input checked="" type="checkbox"/> N/A		
(15) AGENDA PLACEMENT <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Hearing (Time Est. _____) <input type="checkbox"/> Presentation <input type="checkbox"/> Board Business (Time Est. _____)			(16) EXECUTED DOCUMENTS <input type="checkbox"/> Resolutions (Orig + 4 copies) <input checked="" type="checkbox"/> Contracts (Orig + 4 copies) <input type="checkbox"/> Ordinances (Orig + 4 copies) <input type="checkbox"/> N/A		
(17) NEED EXTRA EXECUTED COPIES? <input checked="" type="checkbox"/> Number: <u>3</u> <input checked="" type="checkbox"/> Attached <input type="checkbox"/> N/A			(18) APPROPRIATION TRANSFER REQUIRED? <input type="checkbox"/> Submitted <input type="checkbox"/> 4/5th's Vote Required <input checked="" type="checkbox"/> N/A		
(19) ADMINISTRATIVE OFFICE REVIEW  <p align="center"><i>OK - Dan Burksh</i></p>					

*B-6  
(4,4,00)*



COUNTY OF SAN LUIS OBISPO  
**Behavioral Health Services**  
**DRUG AND ALCOHOL SERVICES**

2945 McMillan Suite 136  
San Luis Obispo, CA 93401-1489  
Phone: (805) 781-4275 Fax: (805) 781-1227

Karen Baylor Ph.D., MFT  
Behavioral Health  
Services Director

Paul Hyman, M.P.A.  
Drug and Alcohol  
Services Director

TO: San Luis Obispo County Board of Supervisors

FROM: Karen Baylor, Ph.D., MFT, Administrator, Behavioral Health Services  
Paul Hyman, MPA, Administrator, Drug and Alcohol Services *Karen Baylor*  
*MS c/o Paul Hyman*

DATE: April 4, 2006

SUBJECT: Request to approve a renewal agreement with San Diego State University  
Foundation.

Recommendation

It is recommended that the Board approve a renewal of an agreement (clerk's file) with San Diego State University Foundation (SDSUF).

Discussion

As part of its "California Enforcement of Underage Drinking Laws (EUDL)-Community Trials Project" SDSUF is contracting with San Luis Obispo County Drug and Alcohol Services to coordinate and assist in the performance of day-to-day activities and reporting aspects of the local CA EUDL project in San Luis Obispo County. The primary goal of this project is to reduce teen access to alcohol through law enforcement and community coalition efforts.

These activities include working with San Luis Obispo City Police to collect data regarding rates of illegal sales of alcohol to minors, to support compliance checks and education programs with local vendors to reduce rates of alcohol sales and alcohol availability to minors, and to work with city officials to support development and adoption of policies that support reduced access of alcohol to minors.

Financial Considerations

This is a renewal agreement for the period of October 1, 2005 through Sept 30, 2006. This agreement is for \$36,694. The funding from this program will be used to pay for existing Drug and Alcohol Services staff (.45 FTE), supplies, and overhead expenses. This item was anticipated and included in the FY05-06 adopted budget. This item will have no general fund impact.

*B-6  
2*

Other Agency Involvement/Impact

The California Enforcement of Underage Drinking Laws (EUDL) Community Trials Project requires DAS to work closely with SDSUF, the San Luis Obispo City Police Department, and the City of San Luis Obispo's Mayor's Youth Task Force. County Counsel has approved this agreement as to form and legal effect.

Results

- A. Youth from the local coalition have supported the SLO Police Department in conducting alcohol sales compliance checks during the time period of July 1, 2004 through Jan 1, 2006. The compliance checks provided the following data:

EUDL Outcomes		
Off-Premise Compliance Checks		
	Number	Percent
Number of businesses checked during this operation	41	100.00%
Number of checks where business was in compliance	36	87.80%
Number of checks where business was NOT in compliance	5	12.20%
Number of sellers/servers who checked ID and still sold	3	7.32%
Number of sellers/servers who did not ask for ID at all	2	4.88%
Number of sellers/servers warned	0	0.00%
Number of sellers/servers cited	5	12.20%
Number of Licenses administratively cited	0	0.00%

- B. The coalition will continue to work with SLO Police Department to enact an additional enforcement operation which focuses on youth access to alcohol. Additionally education programs for vendors conducted jointly between DAS staff and CA Alcohol and Beverage Control are planned for 2006.
- C. In accordance with EUDL project goals, baseline rates of underage drinking were established through the CA Healthy Kids School Survey. 85% of 7<sup>th</sup> graders reported no alcohol or other drug use within the past 30 days; 69% of 9<sup>th</sup> graders and 53% of 11<sup>th</sup> graders reported no alcohol or other drug use in the past 30 days. Underage drinking rates will be used to develop and evaluate future prevention activities.
- D. The Mayor's Youth Task Force has worked with City of San Luis Obispo officials to draft language amending the existing social host ordinance to make it more enforceable. Social hosting refers to adults providing alcohol or allowing underage drinking to occur in private settings; social host ordinances, which increase the legal liability of hosts, are proposed as a solution. The amended ordinance is expected to be brought before the City Council in June, 2006. The anticipated goal will be an improved enforcement of social host infractions and reduced access of beverage alcohol to minors.

B-6  
C

**Amendment # 1 to the Subcontract  
between  
San Diego State University Research Foundation  
and  
County of San Luis Obispo Drug & Alcohol Services**

**SDSURF Fund # 53412C 7803  
Encumbrance No. E0004032**

The Subcontract between San Diego State University Research Foundation (hereinafter referred to as "SDSU Research Foundation") and County of San Luis Obispo Drug & Alcohol Services (hereinafter referred to as "Subcontractor") is revised as follows:

**Change of Institution Name**

Change from San Diego State University Foundation to San Diego State University Research Foundation.

**ARTICLE IV. PERIOD OF PERFORMANCE.**

The period of performance of this Subcontract shall be from October 1, 2005 through September 30, 2006. Continuation of project activity beyond September 30, 2006 is subject to receipt of funding from California Office of Traffic Safety for the next budget period.

**ARTICLE V. COMPENSATION AND MAXIMUM COST.**

(Paragraph 1)

In full and complete consideration of Subcontractor's satisfactory performance under this Agreement, Subcontractor shall be reimbursed for allowable costs incurred in providing the work required of this Subcontract not to exceed a maximum amount of \$36,694.00.

**ARTICLE VIII. PAYMENT.**

(Paragraph 2)

Subcontractor shall be reimbursed for allowable costs up to a maximum of \$36,694.00. Payment to Subcontractor shall be made within thirty (30) days upon receipt and approval by SDSU Research Foundation of an itemized invoice, in triplicate, showing approved budget categories, expenditures for the period covered by the invoice, and cumulative expenditures to date.

Invoices may be submitted monthly if Subcontractor so desires, but no less often than quarterly.

All payments under this Subcontract shall be considered provisional and subject to audit under Article X. Final invoices must be received by SDSU Research Foundation no later than 30 days *after*

*9/30/06 and 9/30/05.* Upon receipt and approval of the invoice or voucher designated by the Subcontractor as the "final invoice" or "final voucher" and upon compliance by the

*B-6  
4*

Subcontractor with all provisions of this Agreement, SDSU Research Foundation shall promptly pay to the Subcontractor any balance of allowable cost.

All other conditions and restrictions will remain unchanged.

IN WITNESS WHEREOF, the parties have executed this Subcontract as of the date hereof.

**San Diego State University Research Foundation**

**County of San Luis Obispo Drug & Alcohol Services**

By \_\_\_\_\_

By \_\_\_\_\_

*SG* Michèle G. Goetz, Director  
Sponsored Research Administration

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

APPROVED AS TO FORM  
AND LEGAL EFFECT

JAMES B. LINDHOLM, JR.  
COUNTY COUNSEL  
SAN LUIS OBISPO COUNTY

By *[Signature]*  
Deputy County Counsel

Date March 15, 2006

*B-6  
55*

## Revised EXHIBIT "A"

### Extended Work Scope

Period of Performance: October 1, 2005 thru September 30, 2006

- ⇒ Provide a halftime coordinator to coordinate the day-to-day activities and reporting aspects of the local CA-EUDL project
- ⇒ Identify, recruit and develop relationships with key stakeholders
- ⇒ Develop and maintain a local coalition of advocates from a broad cross section of the community dedicated to reducing underage drinking by achieving the goals of the CA-EUDL Community Trials project
- ⇒ Work with the Discretionary State Manager (DSM) to develop a community organizing plan that will build the communities capacity to implement environmental prevention strategies
- ⇒ Work with the DSM to convene a local training/strategic planning process for the project
- ⇒ Develop a Strategic Plan that includes:
  - The required law enforcement operations based on best and most promising practices
  - An assessment of environmental factors related to underage drinking in the community and a community action plan or "road map" with specific goals and objectives identified
  - Identification of at least one policy to be changed from the list of best practiced
  - Identification of specific goals to help build the community's capacity to implement environmental prevention strategies
- ⇒ Work with the DSM to plan and provide ongoing training and technical assistance to achieve the goals and objectives of the community action plan and to build the community's capacity to use science-based environmental strategies in preventing underage drinking
- ⇒ Report on the progress of the community achieving the goals and objectives of the community action plan at least monthly to the DSM and the national evaluator utilizing the web-based technology provided as well as e-mail and telephone
- ⇒ Include youth in the project according to the strategic plan
- ⇒ Participate in the national evaluation including assisting the evaluators with identifying data sources and the collection of data in the community
- ⇒ Work with the local law enforcement agency to build community support for the required compliance checks and other enforcement operations
- ⇒ Work with local law enforcement to increase the visibility of the prescribed enforcement operations through the use of the media and community organizing techniques

B-6  
6

Project Title: CA EUDL  
 SDSUF PI: Ray DiCiccio  
 Fund: 53412A 7802

**Subcontractor Name:** County of San Luis Obispo Drug & Alcohol Services

**Contact Information:**

Frank Warren  
 2945 McMillan , Suite 136  
 San Luis Obispo, CA 93420  
 (805) 788-2055 Fax (805) 781-1267  
fwarren@co.slo.ca.us

**BUDGET**

*Period of Performance*

	<b>YEAR 1</b>	<b>YEAR 2</b>	<b>YEAR 3</b>	<b>TOTAL</b>
	<b>7/04 - 9/04</b>	<b>10/04 - 9/05</b>	<b>10/05 - 9/06</b>	
<b>PERSONNEL</b>				
<i>Salaries</i>		8,599		
<i>Please note: Do not include staff names only the position title.</i>				
<b>1. Coordinator @ minimum 50% FTE</b>				
D/AS Specialist II (\$45,960/yr)(\$22.02/hr)(.45 FTE)	5,171	20,611	21,848	47,630
<b>2. Title of position, salary/hourly rate and FTE</b>				
<i>Total Salaries</i>	<b>5,171</b>	<b>20,611</b>	<b>21,848</b>	<b>47,630</b>
<i>Fringe Benefits</i>				
Position 1 @ %	46%	2,379	9,481	10,050
Position 2 @ %				
<i>Total Fringe Benefits</i>	<b>2,379</b>	<b>9,481</b>	<b>10,050</b>	<b>21,910</b>
<b>TOTAL FRINGE &amp; SALARIES</b>	<b>7,550</b>	<b>30,092</b>	<b>31,898</b>	<b>69,540</b>
<b>DIRECT COSTS</b>				
<b>Supplies</b> (\$20/Mo)	60	240	240	540
<b>Travel</b>				
In-State (1 Trip/yr)(2 days)(Meals 40/day) (Hotel 140/day)(Trans 200/trip)		560	560	1120
Out-of-State				
<b>Telephone</b> (\$15/Mo)	45	180	180	405
<b>Computer Supplies</b>				
<b>Printing/Duplicating</b> (\$10/Mo)	30	120	120	270
<b>Office &amp; Event Supplies</b> (\$20/Mo)	60	240	240	540
<b>Postage</b> (\$10/Mo)	30	120	120	270
<b>TOTAL DIRECT COSTS</b>	<b>294</b>	<b>1,460</b>	<b>1,460</b>	<b>3,214</b>
<b>INDIRECT COSTS @ 10 % (include base)</b>	<b>755</b>	<b>3,155</b>	<b>3,336</b>	<b>7,246</b>
<b>TOTAL PROJECT COSTS</b>	<b>8,599</b>	<b>34,707</b>	<b>36,694</b>	<b>80,000</b>

*BLO*