

**SUBMITTAL TO THE BOARD OF SUPERVISORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

518



**FROM:** Sheriff-Coroner-PA

**SUBMITTAL DATE:**  
02/20/14

**SUBJECT:** Acceptance of Grant Awards from the Department of Alcoholic Beverage Control, Districts 3/3, 4/4 & 5/5. [\$37,500 – 100% Federal]

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Approve the grant Agreements with the Department of Alcoholic Beverage Control (ABC), accepting funds totaling \$37,500, and authorize the Chairperson to execute the Agreements on behalf of the County;
2. Authorize the Sheriff, or designee to administer the grant projects, sign payment requests, claims for reimbursements, progress reports, future amendments and/or modifications not increasing the award by more than 20% on behalf of the County;
3. Approve and direct the Auditor-Controller to make the budget adjustments on the attached Schedule A.

FISCAL PROCEDURES APPROVED  
RAUL ANGULO, CPA, AUDITOR-CONTROLLER  
BY: *[Signature]* 2/24/14

Departmental Concurrence

FORM APPROVED COUNTY COUNSEL  
DATE: *[Signature]* 2/14  
BY: NEAL R. KIPNIS

*[Signature]*  
Stanley L. Sniff Jr.  
Sheriff-Coroner-PA  
Will Taylor, Dir. of Administration

| FINANCIAL DATA                             | Current Fiscal Year: | Next Fiscal Year: | Total Cost: | Ongoing Cost:                 | POLICY/CONSENT<br>(per Exec. Office)  |
|--|----------------------|-------------------|-------------|-------------------------------|---|
| COST                                       | \$ 37,500            | \$ 0              | \$ 37,500   | \$ 0                          | Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/> |
| NET COUNTY COST                            | \$ 0                 | \$ 0              | \$ 0        | \$ 0                          |   |
| <b>SOURCE OF FUNDS:</b> 100% Federal Funds |                      |                   |             | <b>Budget Adjustment:</b> Yes |   |
|  |                      |                   |             | <b>For Fiscal Year:</b> 13/14 |   |

**C.E.O. RECOMMENDATION:** APPROVE

BY: *[Signature]*  
Elizabeth J. Olson

County Executive Office Signature

**MINUTES OF THE BOARD OF SUPERVISORS**

- A-30
- Positions Added
- 4/5 Vote
- Change Order
- [ ]

Prev. Agn. Ref.:

District: 3/3,4/4&5/5

Agenda Number:

**3-25**

**SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**  
**FORM 11: Acceptance of Grant Awards from the Department of Alcoholic Beverage Control, Districts 3/3,**  
**4/4 & 5/5. [\$37,500 – 100% Federal]**

**DATE: 02/20/14**

**PAGE: Page 2 of 3 (BR 14-063)**

**BACKGROUND:**

**Summary**

The California Office of Traffic Safety has provided funding to the Department of Alcoholic Beverage Control (ABC) to implement the ABC Minor Decoy and Shoulder Tap grant programs across the state. ABC has awarded the County \$37,500 in FY 2013-14, to conduct program operations in the Sheriff's law enforcement service contract cities of Coachella, La Quinta, Moreno Valley, Perris and Temecula. These programs target both ABC licensed premises and individuals who furnish alcoholic beverages to underage decoys. The programs' goals are the reduction of underage drinking and the resultant DUI driving injuries and fatalities, and/or property damages and the reduction of youth access to alcoholic beverages through focused enforcement intervention.

Each city police department will utilize a Sergeant and Deputies to conduct undercover operations and enforcement. The grant agreement provides \$7,500 for each city police department's personnel overtime salaries and benefits.

In addition, to support an effort to raise public awareness that selling, serving and/or furnishing alcohol to individuals under twenty-one years old is a criminal violation that will be prosecuted, the participating police departments have agreed to issue press releases announcing the start of the program and after each operation has been conducted. The police departments also have agreed to host and publicize an ABC licensee education on alcohol and drugs class within its jurisdiction. The grant performance period is February 1, 2014 through June 30, 2014. County Counsel has approved the grant award agreements as to form.

**Impact on Citizens and Businesses**

The grant funds 100% of total project cost. The grant financial resources will target establishments and individuals that sell or provide alcohol to minors with the project goals to reduce youth access to alcohol and to reduce highway deaths, injuries and economic losses that result from minors' impaired driving.

**SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**  
**FORM 11: Acceptance of Grant Awards from the Department of Alcoholic Beverage Control, Districts 3/3,**  
**4/4 & 5/5. [\$37,500 – 100% Federal]**

**DATE:** 02/20/14

**PAGE:** Page 3 of 3 (BR 14-063)

**Schedule A**

**Increase Appropriations:**

|                         |                         |              |
|-------------------------|-------------------------|--------------|
| 10000-2500300000-510420 | Overtime                | \$36,060     |
| 10000-2500300000-518080 | Other Budgeted Benefits | <u>1,440</u> |
|                         | TOTAL                   | \$37,500     |

**Increase Estimated Revenues:**

|                         |                                |          |
|-------------------------|--------------------------------|----------|
| 10000-2500300000-767220 | Federal-Other Operating Grants | \$37,500 |
|-------------------------|--------------------------------|----------|

AGREEMENT NUMBER

**13-MST18**

REGISTRATION NUMBER

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

STATE AGENCY'S NAME

The Department of Alcoholic Beverage Control

CONTRACTOR'S NAME

County of Riverside through the Temecula Police Department

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

3. The maximum amount of this Agreement is: **\$7,500.00**

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                          | <b>3 pages</b>  |
| Exhibit B – Budget Detail and Payment Provisions   | <b>1 page</b>   |
| Exhibit C – General Terms and Conditions (GTC-610) | <b>1 page *</b> |

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 <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 Riverside through the Temecula Police Department

BY (Authorized Signature)



PRINTED NAME AND TITLE OF PERSON SIGNING

Chairman Jeff Stone

ADDRESS

30755-A Auld Rd.  
 Murrieta, CA 92563

**STATE OF CALIFORNIA**

AGENCY NAME

The Department of Alcoholic Beverage Control

BY (Authorized Signature)



PRINTED NAME AND TITLE OF PERSON SIGNING

Eduardo Jimenez, Assistant Director, Administration

ADDRESS

3927 Lennane Drive Ste 100, Sacramento, CA 95834

FORM APPROVED COUNTY COUNCIL  
 BY: NEAL R. KIPNIS  
 DATE:

California Department of General Services Use Only

Exempt per: GC14616

## **EXHIBIT A SCOPE OF WORK**

### **I. PROJECT REPRESENTATIVES**

The project representatives during the term of this agreement will be:

Temecula Police Department  
30755-A Auld Rd  
Murrieta, CA 92563

Department of Alcoholic Beverage Control  
Chris Brookman  
District Administrator, Grant Unit  
3927 Lennane Drive, Suite 100  
Sacramento, CA 95834  
916-419-2507

Direct all inquiries to:

Temecula Police Department  
Same as above

Department of Alcoholic Beverage Control  
Diana Fouts-Guter, Grant Coordinator  
3927 Lennane Drive, Suite 100  
Sacramento, CA 95834  
916-928-9807

### **II. SCOPE OF WORK**

- Contractor agrees to implement the Department of Alcoholic Beverage Control (ABC) Minor Decoy and Shoulder Tap Programs. These programs target both ABC licensed premises and individuals who furnish alcoholic beverages to the underage decoys. The project is targeted to reduce underage drinking and the resultant DUI driving injuries and fatalities, and/or property damages, reduce youth access to alcoholic beverages through enforcement intervention and the impressions of omnipresence of law enforcement. In addition, Contractor agrees to the following goals:
- Contractor agrees to raise public awareness that selling, serving and/or furnishing alcoholic beverages to individuals under twenty-one years old is a criminal violation that will be prosecuted by local city and district attorneys.
- Contractor agrees to conduct Minor Decoy Operations at both "On-Sale" and "Off-Sale" licensed establishments. They will also conduct "Shoulder Tap" operations to apprehend adults that are unaffiliated with the licensed businesses and who are purchasing alcohol for minors outside of the stores. The operation period of the grant, February 1, 2014 through June 30, 2014.
- Contractor agrees to establish and implement a coordinated effort between Contractor and ABC, and acknowledges no operations will be carried out until after the Contractor's representative has completed the training/review conducted by an ABC Investigator.

- Contractor agrees to issue press releases as follows: (a) to announce the start of the program; (b) after each Minor Decoy Operation has been held (to announce the number of licensed premises who sold to the minor decoy) and/or after each Shoulder Tap Operation has been held (to announce the number of adults arrested for purchasing alcoholic beverages for the decoy). Contractor will fax (916) 419-2599 or email each press release to the Department's Public Information Officer ([John.carr@abc.ca.gov](mailto:John.carr@abc.ca.gov)) as soon as it is released.
- Contractor agrees in all press releases, in addition to any credits the agency wishes to give, will include the following statement: "This project is part of the Department of Alcoholic Beverage Control's Minor Decoy/Shoulder Tap Grant Project, funded by the California Office of Traffic Safety through the National Highway Traffic Safety Administration."
- Contractor agrees to host (provide location and distribute letters/flyers with training dates/times to ABC licensed establishments) a minimum of one (1) LEAD (Licensee Education on Alcohol and Drugs) class within the local law enforcement agencies jurisdiction during the term of this contract. The training will be provided by ABC's Training/LEAD unit.
- Contractor agrees to coordinate LEAD training dates/times with ABC to ensure the LEAD Trainer is available to conduct the class.
- Contractor will conduct operations with ABC agents for practical training and partnership development purposes.
- Contractor agrees to complete and submit two (2) reports, on a format designed by the Department of Alcoholic Beverage Control: one due on or before April 15, 2014 (with results of operations through March 31, 2014) and the final report due on or before July 31, 2014 (with results of operations through June 30, 2014).
- Contractor agrees to submit an Executive Summary as part of the final report due on or before July 31, 2014. The summary shall contain the following: (1) an evaluation statement concerning the end product and cost benefits; and (2) a listing of recommended and/or adopted policy or procedure changes, if any, occurring as a result of the project.

Disclaimer – The final report shall include the following:

"The opinions, findings, and conclusions expressed in this publication are those of the authors and not necessarily those of the State of California, Business, Consumer Services and Housing Agency, or the Department of Alcoholic Beverage Control."

Project Personnel – Identify the key personnel who worked on the project, together with their job classification, and a brief description of their contribution.

Problems – Describe any operational or cost problems that were encountered in project implementation. If known, state alternative methods that would have avoided the problem and increased the effectiveness of the project.

Results – Describe in detail the results of the project in terms of meeting the original objectives as stated in the project agreement. Also, describe the results in terms of how they will be specifically applied for future improvement of the agency’s continuing activities relating to alcohol problem prevention and enforcement. Where possible, describe estimated savings resulting from implementing project results.

Documentation – Attach any input and output documents developed. Examples are: new or revised forms, diagrams, management reports, photos, coding manuals, instructional manuals, etc. Other agencies may be able to adapt this material for their benefit.

### **III. AMENDMENT PROCESS**

Should either party, during the term of this agreement, desire a change or amendment to the terms of this Agreement, such changes or amendments shall be proposed in writing to the other party, who will respond in writing as to whether the proposed changes/amendments are accepted or rejected. If accepted and after negotiations are concluded, the agreed upon changes shall be made through the State’s official agreement amendment process. No amendment will be considered binding on either party until it is formally approved by the State.

### **IV. CANCELLATION/TERMINATION**

This agreement may be cancelled or terminated without cause by either party by giving thirty (30) calendar days advance written notice to the other party. Such notification shall state the effective date of termination or cancellation and include any final performance and/or payment/invoicing instructions/requirements.

**EXHIBIT B  
BUDGET DETAIL AND PAYMENT PROVISIONS**

**I. INVOICING AND PAYMENT**

- For services satisfactorily rendered and upon receipt and approval of the invoice, the Department of Alcoholic Beverage Control agrees to pay a monthly payment of approved reimbursable costs per the Budget Detail of personnel overtime and benefits (actual cost).
- Invoices shall clearly reference this contract number (13-MST18) and must not exceed the contract total authorized amount of \$7,500.00. Invoices are to be submitted with reports, on the prescribed form designed by the Department of Alcoholic Beverage Control. First report will be due on or before April 1, 2014 for operations conducted through March 31, 2014. Second report will be due on or before July 31, 2014 for operations conducted through June 30, 2014.

Department of Alcoholic Beverage Control  
Attn: Kristine Okino, Grants Fiscal Analyst  
3927 Lennane Drive, Suite 100  
Sacramento, California 95834  
(916) 419-2584

- Payment shall be made in arrears within 30 days from the receipt of an undisputed invoice.
- Contractor understands in order to be eligible for reimbursement; cost must be incurred on or after the effective date of the project and on or before the project termination date.
- Contractor understands any other costs incurred by Contractor, other than personnel overtime and benefits as authorized above, in the performance of this agreement are the sole responsibility of Contractor.

**II. 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.

**III. PROMPT PAYMENT CLAUSE**

- Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.



**EXHIBIT C  
GENERAL TERMS AND CONDITIONS**

**I. GENERAL TERMS AND CONDITIONS**

PLEASE NOTE: This page will not be included with the final agreement. The General Terms and Conditions (GTC-610) can be found on the Internet:

<http://www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx>

AGREEMENT NUMBER

**13-MST17**

REGISTRATION NUMBER

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

STATE AGENCY'S NAME

The Department of Alcoholic Beverage Control

CONTRACTOR'S NAME

County of Riverside through the Perris Station

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

3. The maximum amount of this Agreement is: **\$7,500.00**

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                          | <b>3 pages</b>  |
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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 Riverside through the Perris Station

BY (Authorized Signature)

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Chairman Jeff Stone

ADDRESS

137 North Perris Blvd, Ste. A  
 Perris, CA 92570

**STATE OF CALIFORNIA**

AGENCY NAME

The Department of Alcoholic Beverage Control

BY (Authorized Signature)

PRINTED NAME AND TITLE OF PERSON SIGNING

Eduardo Jimenez, Assistant Director, Administration

ADDRESS

3927 Lennane Drive Ste 100, Sacramento, CA 95834

COUNTY OF RIVERSIDE  
 FORM APPROVED BY: NEAL R. KIPNIS

California Department of General Services Use Only

Exempt per: GC14616

## **EXHIBIT A SCOPE OF WORK**

### **I. PROJECT REPRESENTATIVES**

The project representatives during the term of this agreement will be:

Perris Station  
137 North Perris Blvd, Ste. A  
Perris, CA 92570

Department of Alcoholic Beverage Control  
Chris Brookman  
District Administrator, Grant Unit  
3927 Lennane Drive, Suite 100  
Sacramento, CA 95834  
916-419-2507

Direct all inquiries to:

Perris Station  
Same as above

Department of Alcoholic Beverage Control  
Diana Fouts-Guter, Grant Coordinator  
3927 Lennane Drive, Suite 100  
Sacramento, CA 95834  
916-928-9807

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- Contractor agrees to conduct Minor Decoy Operations at both "On-Sale" and "Off-Sale" licensed establishments. They will also conduct "Shoulder Tap" operations to apprehend adults that are unaffiliated with the licensed businesses and who are purchasing alcohol for minors outside of the stores. The operation period of the grant, February 1, 2014 through June 30, 2014.
- Contractor agrees to establish and implement a coordinated effort between Contractor and ABC, and acknowledges no operations will be carried out until after the Contractor's representative has completed the training/review conducted by an ABC Investigator.

- Contractor agrees to issue press releases as follows: (a) to announce the start of the program; (b) after each Minor Decoy Operation has been held (to announce the number of licensed premises who sold to the minor decoy) and/or after each Shoulder Tap Operation has been held (to announce the number of adults arrested for purchasing alcoholic beverages for the decoy). Contractor will fax (916) 419-2599 or email each press release to the Department's Public Information Officer ([John.carr@abc.ca.gov](mailto:John.carr@abc.ca.gov)) as soon as it is released.
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Problems – Describe any operational or cost problems that were encountered in project implementation. If known, state alternative methods that would have avoided the problem and increased the effectiveness of the project.

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## **EXHIBIT B BUDGET DETAIL AND PAYMENT PROVISIONS**

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- Invoices shall clearly reference this contract number (13-MST17) and must not exceed the contract total authorized amount of \$7,500.00. Invoices are to be submitted with reports, on the prescribed form designed by the Department of Alcoholic Beverage Control. First report will be due on or before April 1, 2014 for operations conducted through March 31, 2014. Second report will be due on or before July 31, 2014 for operations conducted through June 30, 2014.

Department of Alcoholic Beverage Control  
Attn: Kristine Okino, Grants Fiscal Analyst  
3927 Lennane Drive, Suite 100  
Sacramento, California 95834  
(916) 419-2584

- Payment shall be made in arrears within 30 days from the receipt of an undisputed invoice.
- Contractor understands in order to be eligible for reimbursement; cost must be incurred on or after the effective date of the project and on or before the project termination date.
- Contractor understands any other costs incurred by Contractor, other than personnel overtime and benefits as authorized above, in the performance of this agreement are the sole responsibility of Contractor.

### **II. 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.

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**EXHIBIT C  
GENERAL TERMS AND CONDITIONS**

**I. GENERAL TERMS AND CONDITIONS**

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<http://www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx>

|                                     |
|-------------------------------------|
| AGREEMENT NUMBER<br><b>13-MST16</b> |
| REGISTRATION NUMBER                 |

- This Agreement is entered into between the State Agency and the Contractor named below:  

|  |
|--|
| STATE AGENCY'S NAME<br>The Department of Alcoholic Beverage Control                  |
| CONTRACTOR'S NAME<br>County of Riverside through the Moreno Valley Police Department |
- The term of this Agreement is: February 1, 2014 through June 30, 2014
- The maximum amount of this Agreement is: **\$7,500.00**
- 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.

|  |                 |
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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.)<br>County of Riverside through the Moreno Valley Police Department |                           |
| BY (Authorized Signature)<br>  | DATE SIGNED (Do not type) |
| PRINTED NAME AND TITLE OF PERSON SIGNING<br>Chairman Jeff Stone  |                           |
| ADDRESS<br>22850 Calle San Juan de Los Lagos<br>Moreno Valley, CA 92553  |                           |
| STATE OF CALIFORNIA  |                           |
| AGENCY NAME<br>The Department of Alcoholic Beverage Control  |                           |
| BY (Authorized Signature)<br>  | DATE SIGNED (Do not type) |
| PRINTED NAME AND TITLE OF PERSON SIGNING<br>Eduardo Jimenez, Assistant Director, Administration  |                           |
| ADDRESS<br>3927 Lennane Drive Ste 100, Sacramento, CA 95834  |                           |

FORM APPROVED COUNTY COUNCIL  
 BY: NEAL R. KIPNIS

|   |
|---|
| California Department of General<br>Services Use Only   |
| <input checked="" type="checkbox"/> Exempt per: GC14616 |



## **EXHIBIT A SCOPE OF WORK**

### **I. PROJECT REPRESENTATIVES**

The project representatives during the term of this agreement will be:

Moreno Valley Police Department  
22850 Calle San Juan de Los Lagos  
Moreno Valley, CA 92553

Department of Alcoholic Beverage Control  
Chris Brookman  
District Administrator, Grant Unit  
3927 Lennane Drive, Suite 100  
Sacramento, CA 95834  
916-419-2507

Direct all inquiries to:

Moreno Valley Police Department  
Same as above

Department of Alcoholic Beverage Control  
Diana Fouts-Guter, Grant Coordinator  
3927 Lennane Drive, Suite 100  
Sacramento, CA 95834  
916-928-9807

### **II. SCOPE OF WORK**

- Contractor agrees to implement the Department of Alcoholic Beverage Control (ABC) Minor Decoy and Shoulder Tap Programs. These programs target both ABC licensed premises and individuals who furnish alcoholic beverages to the underage decoys. The project is targeted to reduce underage drinking and the resultant DUI driving injuries and fatalities, and/or property damages, reduce youth access to alcoholic beverages through enforcement intervention and the impressions of omnipresence of law enforcement. In addition, Contractor agrees to the following goals:
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**EXHIBIT B  
BUDGET DETAIL AND PAYMENT PROVISIONS**

**I. INVOICING AND PAYMENT**

- For services satisfactorily rendered and upon receipt and approval of the invoice, the Department of Alcoholic Beverage Control agrees to pay a monthly payment of approved reimbursable costs per the Budget Detail of personnel overtime and benefits (actual cost).
- Invoices shall clearly reference this contract number (13-MST16) and must not exceed the contract total authorized amount of \$7,500.00. Invoices are to be submitted with reports, on the prescribed form designed by the Department of Alcoholic Beverage Control. First report will be due on or before April 1, 2014 for operations conducted through March 31, 2014. Second report will be due on or before July 31, 2014 for operations conducted through June 30, 2014.

Department of Alcoholic Beverage Control  
Attn: Kristine Okino, Grants Fiscal Analyst  
3927 Lennane Drive, Suite 100  
Sacramento, California 95834  
(916) 419-2584

- Payment shall be made in arrears within 30 days from the receipt of an undisputed invoice.
- Contractor understands in order to be eligible for reimbursement; cost must be incurred on or after the effective date of the project and on or before the project termination date.
- Contractor understands any other costs incurred by Contractor, other than personnel overtime and benefits as authorized above, in the performance of this agreement are the sole responsibility of Contractor.

**II. 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.
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**III. PROMPT PAYMENT CLAUSE**

- Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

**EXHIBIT C  
GENERAL TERMS AND CONDITIONS**

**I. GENERAL TERMS AND CONDITIONS**

PLEASE NOTE: This page will not be included with the final agreement. The General Terms and Conditions (GTC-610) can be found on the Internet:

<http://www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx>

STATE OF CALIFORNIA  
**STANDARD AGREEMENT**  
 STD 213 (Rev 06/03)

AGREEMENT NUMBER

**13-MST15**

REGISTRATION NUMBER

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

STATE AGENCY'S NAME

The Department of Alcoholic Beverage Control

CONTRACTOR'S NAME

County of Riverside through the La Quinta Police Department

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

3. The maximum amount of this Agreement is: **\$7,500.00**

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                          | <b>3 pages</b>  |
| Exhibit B – Budget Detail and Payment Provisions   | <b>1 page</b>   |
| Exhibit C – General Terms and Conditions (GTC-610) | <b>1 page *</b> |

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 <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 Riverside through the La Quinta Police Department

BY (Authorized Signature)



DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Chairman Jeff Stone

ADDRESS

86-625 Airport Road  
 Thermal, CA 92274

**STATE OF CALIFORNIA**

AGENCY NAME

The Department of Alcoholic Beverage Control

BY (Authorized Signature)



DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Eduardo Jimenez, Assistant Director, Administration

ADDRESS

3927 Lennane Drive Ste 100, Sacramento, CA 95834

FORM APPROVED COUNTY COUNCIL  
 BY: NEAL R. KIPNIS

California Department of General Services Use Only

Exempt per: GC14616

## **EXHIBIT A SCOPE OF WORK**

### **I. PROJECT REPRESENTATIVES**

The project representatives during the term of this agreement will be:

La Quinta Police Department  
86-625 Airport Road  
Thermal, CA 92274

Department of Alcoholic Beverage Control  
Chris Brookman  
District Administrator, Grant Unit  
3927 Lennane Drive, Suite 100  
Sacramento, CA 95834  
916-419-2507

Direct all inquiries to:

La Quinta Police Department  
Same as above

Department of Alcoholic Beverage Control  
Diana Fouts-Guter, Grant Coordinator  
3927 Lennane Drive, Suite 100  
Sacramento, CA 95834  
916-928-9807

### **II. SCOPE OF WORK**

- Contractor agrees to implement the Department of Alcoholic Beverage Control (ABC) Minor Decoy and Shoulder Tap Programs. These programs target both ABC licensed premises and individuals who furnish alcoholic beverages to the underage decoys. The project is targeted to reduce underage drinking and the resultant DUI driving injuries and fatalities, and/or property damages, reduce youth access to alcoholic beverages through enforcement intervention and the impressions of omnipresence of law enforcement. In addition, Contractor agrees to the following goals:
- Contractor agrees to raise public awareness that selling, serving and/or furnishing alcoholic beverages to individuals under twenty-one years old is a criminal violation that will be prosecuted by local city and district attorneys.
- Contractor agrees to conduct Minor Decoy Operations at both "On-Sale" and "Off-Sale" licensed establishments. They will also conduct "Shoulder Tap" operations to apprehend adults that are unaffiliated with the licensed businesses and who are purchasing alcohol for minors outside of the stores. The operation period of the grant, February 1, 2014 through June 30, 2014.
- Contractor agrees to establish and implement a coordinated effort between Contractor and ABC, and acknowledges no operations will be carried out until after the Contractor's representative has completed the training/review conducted by an ABC Investigator.

- Contractor agrees to issue press releases as follows: (a) to announce the start of the program; (b) after each Minor Decoy Operation has been held (to announce the number of licensed premises who sold to the minor decoy) and/or after each Shoulder Tap Operation has been held (to announce the number of adults arrested for purchasing alcoholic beverages for the decoy). Contractor will fax (916) 419-2599 or email each press release to the Department's Public Information Officer ([John.carr@abc.ca.gov](mailto:John.carr@abc.ca.gov)) as soon as it is released.
- Contractor agrees in all press releases, in addition to any credits the agency wishes to give, will include the following statement: "This project is part of the Department of Alcoholic Beverage Control's Minor Decoy/Shoulder Tap Grant Project, funded by the California Office of Traffic Safety through the National Highway Traffic Safety Administration."
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Department of Alcoholic Beverage Control  
Attn: Kristine Okino, Grants Fiscal Analyst  
3927 Lennane Drive, Suite 100  
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**GENERAL TERMS AND CONDITIONS**

**I. GENERAL TERMS AND CONDITIONS**

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STATE OF CALIFORNIA  
**STANDARD AGREEMENT**  
 STD 213 (Rev 06/03)

AGREEMENT NUMBER

**13-MST14**

REGISTRATION NUMBER

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STATE AGENCY'S NAME

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CONTRACTOR'S NAME

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DATE SIGNED (Do not type)

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Chairman Jeff Stone

ADDRESS

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 Thermal, CA 92274

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California Department of General Services Use Only

Exempt per: GC14616

FORM APPROVED COUNTY CLERK BY: NEAL R. KIPNIS

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Department of Alcoholic Beverage Control  
Attn: Kristine Okino, Grants Fiscal Analyst  
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