

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



FROM: Sheriff's Department

SUBMITTAL DATE:
6/18/14

SUBJECT: Acceptance of FY14/15 ABC-GAP Grant Award from the Department of Alcoholic Beverage Control and Adoption of Resolution 2014-159, All Districts. [\$98,315 – 100% State]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Adopt Resolution #2014-159 authorizing the Sheriff Department's participation in the Grant Assistance Program administered by the Department of Alcoholic Beverage Control (ABC);
2. Approve the grant Agreements, accepting funding in the amount of \$98,315, and authorize the Sheriff or his designee to execute the Agreements on behalf of the County;
3. 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;
4. Approve and direct the Auditor-Controller to make the budget adjustments on the attached Schedule A.

BACKGROUND:

Summary

(Continued on Page 2)
BR 15-004

Stanley L. Sniff, Jr.
Sheriff-PA-Coroner
Will Taylor, Dir of Administration

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 98,315	\$ 0	\$ 98,315	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	

SOURCE OF FUNDS: 100% State Funds

Budget Adjustment: Yes

For Fiscal Year: 14/15

C.E.O. RECOMMENDATION:

APPROVE

County Executive Office Signature

BY: Elizabeth J. Olson

MINUTES OF THE BOARD OF SUPERVISORS

Positions Added
☐

Change Order
☐

A-30
☐

4/5 Vote
☒

Prev. Agn. Ref.: 10/26/04 3.39

District: All

Agenda Number:

3-47

FISCAL PROCEDURES APPROVED
PAUL ANGULO, CPA, AUDITOR-CONTROLLER
BY: Esteban Hernandez
6/19/14
Departmental Concurrence

FORM APPROVED COUNTY COUNSEL
DATE: 6/18/14
BY: NEAL R. KIPNIS

SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
FORM 11: Acceptance of FY14/15 ABC-GAP Grant Award from the Department of Alcoholic Beverage Control and Adoption of Resolution 2014-159, All Districts. [\$98,315 – 100% State]

DATE: 6/18/14

PAGE: 2 of 3 (BR 15-004)

BACKGROUND:

Summary (continued)

In Fiscal Years 2001-02, 2002-03 and 2004-05, ABC awarded funds to the Indio (now known as the Thermal Station) and Jurupa Stations to implement specialized law enforcement programs to combat alcohol related problems (7/31/01 3.36; 8/13/02 3.53; 8/10/04 3.70 and 10/26/04 3.39). ABC is now awarding the Jurupa Valley Station funds to implement the ABC-GAP Program within the contract cities of Canyon Lake, Coachella, Eastvale, Jurupa Valley, La Quinta, Menifee, Norco and Perris. This program will utilize four deputies and one sergeant, specially trained by ABC Investigators, to carry out undercover operations, enforcement, and education aimed at institutionalizing responsible alcohol selling. All hours provided to these grant projects will be on overtime.

Impact on Residents and Businesses

The grant funds 100% of the total project cost. The grant financial resources will target identifying alcohol related problems to include problematic establishment owners; reduce alcohol related violations committed by establishment owners and their employees including patrons and minor offenders; reduce incidences of driving under the influence and public intoxication and reduce the amount of vagrants and intoxicated persons around problematic businesses and areas. This grant will positively impact the citizens resulting in reduced calls for police service and improved conditions in the cities and those neighborhoods impacted negatively by liquor stores and bars.

SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
FORM 11: Acceptance of FY14/15 ABC-GAP Grant Award from the Department of Alcoholic Beverage
Control and Adoption of Resolution 2014-159, All Districts. [\$98,315 – 100% State]

DATE: 6/18/14

PAGE: 3 of 3 (BR 15-004)

Schedule A

Increase Appropriations:

10000-2500300000-510420	Overtime	\$87,676
10000-2500300000-518080	Other Budgeted Benefits	3,639
10000-2500300000-527780	Special Program Expense	2,500
10000-2500300000-528140	Conferences/Registration	450
10000-2500300000-528220	Photography Expense	2,500
10000-2500300000-528960	Lodging	1,100
10000-2500300000-528980	Meals	450
	TOTAL	\$98,315

Increase Estimated Revenues:

10000-2500300000-755680	CA-Other Operating Grants	\$98,315
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Board of Supervisors

County of Riverside

Department of Alcoholic Beverage Control Grant Assistance Program (ABC-GAP)

RESOLUTION No. 2014-159

RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF
RIVERSIDE AUTHORIZING PARTICIPATION IN THE GRANT ASSISTANCE
PROGRAM TO LOCAL LAW ENFORCEMENT AGENCIES SPONSORED BY THE
CALIFORNIA DEPARTMENT OF ALCOHOLIC BEVERAGE CONTROL

WHEREAS, the County of Riverside through the Riverside County Sheriff's Department desires to undertake a certain project designated as ABC-GAP to be funded 100% from funds made available through the Grant Assistance Program (GAP) administered by the Department of Alcoholic Beverage Control (hereafter referred to as A.B.C.);

NOW, THEREFORE, BE IT RESOLVED that the Undersheriff of the Riverside County Sheriff's Department is authorized to execute on behalf of Riverside County Board of Supervisors the attached contract, including any extensions or amendments thereof and any subsequent contract with the State in relation thereto.

IT IS AGREED that any liability arising out of the performance of this contract, including civil court actions for damages, shall be the responsibility of the grant recipient and the authorizing agency. The State of California and A.B.C. disclaim responsibility for any such liability.

BE IT FURTHER RESOLVED that grant funds received hereunder shall not be used to supplant expenditures controlled by this body.

IT IS ALSO AGREED that this award is not subject to local hiring freezes.

I hereby certify that the foregoing is a true copy of the resolution adopted by the Board of Supervisors of Riverside County in a meeting thereof held on _____, 2014 by the following:

Vote:
Ayes:
Nays:
Absent:

Signature: _____ Date: _____

Jeff Stone, Chairperson

ATTEST:

Signature: _____ Date: _____

Name and Title:

FORM APPROVED COUNTY COUNSEL

BY:

NEAL R. KIPNIS

DATE

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

AGREEMENT NUMBER

14G-LA31

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 Riverside through the Riverside County Sheriff's Department

2. The term of this Agreement is: **July 1, 2014** through **June 30, 2015**

3. The maximum amount of this Agreement is: **\$ 98,315**

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 3 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

Exhibit E – Additional Provisions

page(s)

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

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 Riverside County Sheriff's Department

BY (Authorized Signature)

DATE SIGNED (Do not type)



PRINTED NAME AND TITLE OF PERSON SIGNING

Colleen Walker, Undersheriff

ADDRESS

**4095 Lemon Street, 2nd Floor
Riverside, CA 92501**

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)

SCOPE OF WORK

1. Summary

a. Agency Description –

The Riverside County Sheriff's Department serves as the contract policing agency partner with 17 of Riverside County's 28 cities and serves the unincorporated areas of Riverside County for criminal investigations. Altogether, the Sheriff is responsible for policing nearly 1.4 million residents of the County's population of nearly 2.3 million. The Department consists of 4,500 employees, both sworn and non-sworn.

The contract cities impacted through the grant will include Canyon Lake, Coachella, Eastvale, Jurupa Valley, La Quinta, Menifee, Norco, and Perris. Each contracted station is facilitated by a Sheriff's Captain who is the Chief of Police for that city. Each station is divided into patrol operations, detective bureau, traffic bureau, special enforcement bureau, and school resource officers.

Among the eight (8) cities there are a total of 241 establishments which serve alcoholic beverages on the premises (On-sale licenses). In addition, there are 218 retailers within the cities that are licensed for the sale of alcoholic beverages which are to be consumed away from the establishment (Off-sale licensees).

The establishments which sell alcohol include family restaurants, bars, gas stations, and liquor stores. Each city is comprised of citizens from a wide variety of ethnic backgrounds. According to the most recent US Census Bureau report on their website, the county's demographic composition is as follows:

Caucasian: 38.5%

Hispanic or Latino: 46.5% *

Black or African American: 6.0%

Native American: 1.9%

Asian, Native Hawaiian and Other Pacific Islander: 7.0%

Other: 3.3%

* Hispanics may be of any race, so also included in other applicable race categories.

b. Funding Requested – \$98,315.00

The Riverside County Sheriff's Department is requesting \$98,315.00 to complete the program. Of these funds, \$91,315.00 will be used for personnel services, \$2,500.00 for equipment purchase, \$2,500 for operating expenses, and \$2,000 for travel and registration fees. The equipment money will be allocated to purchase three (3) high definition digital cameras with memory cards, pelican cases for each camera, and accessories needed to maintain and use the equipment. These items will be used exclusively to obtain evidence while conducting operations related to this grant.

The operating expense funds will be used for decoy, shoulder tap, and narcotics investigations operations. The operating expenses will be used as "buy money."

Funds for travel and registration fees will include per diem, lodging, and registration fees associated with the July 2014 GAP conference.

SCOPE OF WORK

c. Goals and Objectives –

The Riverside County Sheriff's Department goals and objectives related to the proposed project include but are not limited to:

- Identifying alcohol related problems to include problematic establishments and specific areas of concern.
- Reduce alcohol related violations committed by establishment owners and their employees including patrons and minor offenders.
- Reduce the incidence of driving under the influence and public intoxication by patrons of local establishments.
- Reduce the amount of vagrants and intoxicated persons around problematic businesses and areas.
- Educate the owners and employees of establishments which sell alcohol as to their responsibilities and obligations to the community.
- Conduct at least twelve (12) Impact Inspections.
- Conduct at least eighteen (18) Minor Decoy operations.
- Conduct at least eighteen (18) Shoulder Tap operations.

d. Number of ABC Licensed Locations –

Among the eight (8) cities there are a total of 241 establishments which serve alcoholic beverages on the premises (On-sale licenses). In addition, there are 218 retailers within the cities that are licensed for the sale of alcoholic beverages which are to be consumed away from the establishment (Off-sale licensees).

2. Problem Statement

The contract cities impacted through the grant with include Canyon Lake, Coachella, Eastvale, Jurupa Valley, La Quinta, Menifee, Norco, and Perris.

There are a total of 459 licensed on-sale and off-sale locations spread throughout each city with little or no enforcement. Between January 1, 2013, and January 1, 2014, there was a combined 8,745 calls for service related to driving under the influence, disorderly conduct or public intoxication, and minors in possession of alcohol. Based on these totals, the Department averages to almost twenty-four (24) calls for service per day.

The concern each city has expressed and seen deals with a large number of complaints by citizens regarding drinking in public, vagrants, disorderly conduct, public intoxication, loitering in parking lots, and on city streets.

Numerous locations have a continual problem with persons drinking in public, loitering on or around walkways, verbal arguments, and physical assaults as a result of alcohol consumption.

SCOPE OF WORK

Additionally, locations are failing to clean their property, maintain lighting, remove graffiti, and maintain proper signage. As this issue is increasingly contributing to each location appear unsightly, but it is inviting to vagrants who loiter and consume alcohol in public.

3. Project Description

The Riverside County Sheriff's Department goals and objectives related to the proposed project include but are not limited to:

- Identifying alcohol related problems to include problematic establishments and specific areas of concern.
- Reduce alcohol related violations committed by establishment owners and their employees including patrons and minor offenders.
- Reduce the incidence of driving under the influence and public intoxication by patrons of local establishments.
- Reduce the amount of vagrants and intoxicated persons around problematic businesses and areas.
- Educate the owners and employees of establishments which sell alcohol as to their responsibilities and obligations to the community.
- Conduct at least twelve (12) Impact Inspections or Retail Operating Standards.
- Conduct at least eighteen (18) Minor Decoy operations.
- Conduct at least eighteen (18) Shoulder Tap operations.

The objective results are to reduce calls for police service and improve conditions in the cities and those neighborhoods impacted negatively by liquor stores and bars while maintaining close working relationships between ABC district offices.

4. Project Personnel

The Riverside County Sheriff's Department will oversee and coordinate the resources needed to fulfill the goals and objectives of the proposed project. The Jurupa Valley Station will be responsible for the grant. All operations will be comprised of a minimum of four (4) sworn Deputy Sheriff's and one (1) Sheriff Sergeant. Non-sworn volunteer Sheriff's Explorers will assist in operations which require minors. Those participating as the decoys will be certified by the local ABC district office prior to an operation.

All members will be conducting the proposed project on overtime for approximately five (5) hours per operation. The coordinator will conduct training to ensure the programs are properly carried out and meet ABC standards. At the completion of each program, results will be sent to the local ABC District Office including any police reports. A press release of each program will be distributed for the public awareness and education.

5. Budget

BUDGET DETAIL

Exhibit B

BUDGET CATEGORY AND LINE-ITEM DETAIL	COST (Round budget amounts to nearest dollar)
A. Personnel Services (Straight Time Salaries, Overtime, and Benefits)	
A.1 Straight Time A.2 Overtime Sergeant (x1) \$92.78 hr. x 245 hrs. Deputy Sheriff (x4) \$66.27 hr. x 980 hrs. A.3 Benefits Estimated Overtime Benefits – Sergeant @ 4.598% of Overtime Estimated Overtime Benefits – Deputy Sheriff @ 3.994% of Overtime	 \$22,731.00 \$64,945.00 \$ 1,045.00 \$ 2,594.00
TOTAL PERSONNEL SERVICES	\$91,315.00
B. Operating Expenses (maximum \$2,500)	
Buy money for decoy operations and shoulder taps.	\$ 2,500.00
TOTAL OPERATING EXPENSES	\$2,500.00
C. Equipment (maximum \$2,500)	
(Attach receipts for all equipment purchases to monthly billing invoice)	
High Definition Digital cameras with memory cards and hard sided (pelican) cases (x3)	\$2,500.00
TOTAL EQUIPMENT	\$2,500.00
D. Travel Expense/Registration Fees (maximum \$2,000)	
(Registration fee for July 2014 GAP Conference attendee is \$225 each)	
Registration for the July 2014 GAP Conference 2 attendees at \$225.00 each.	\$ 450.00
Travel, per diem, and lodging for the July 2014 GAP Conference at \$775.00 each.	\$ 1,550.00
TOTAL TRAVEL EXPENSE	\$ 2,000.00
TOTAL BUDGET DETAIL COST, ALL CATEGORIES	\$98,315.00

PAYMENT PROVISION

Exhibit B

Page 1 of 2

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.

PAYMENT PROVISION

Exhibit B

Page 2 of 2

7. Prior authorization by the State in writing is required before Contractor will be reimbursed for any purchase order or subcontract exceeding \$2,500 for any articles, supplies, equipment, or services to be purchased by Contractor and claimed for reimbursement. Contractor must justify the necessity for the purchase and the reasonableness of the price or cost by submitting three competitive quotations or justifying the absence of bidding.
8. Prior approval by the State in writing is required for the location, costs, dates, agenda, instructors, instructional materials, and attendees at any reimbursable training seminar, workshop or conference, and over any reimbursable publicity or educational materials to be made available for distribution. Contractor is required to acknowledge the support of the State whenever publicizing the work under the contract in any media.
9. It is understood between the parties that this contract may have been written before ascertaining the availability of appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the contracts were executed after that determination was made.
10. **BUDGET CONTINGENCY CLAUSE** - It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.

If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

Special Terms and Conditions

1. Disputes: Any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the Director, Department of Alcoholic Beverage Control, or designee, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the Department shall be final and conclusive unless, within 30 days from the date of receipt of such copy, the Contractor mails or otherwise furnishes to the State a written appeal addressed to the Director, Department of Alcoholic Beverage Control. The decision of the Director of Alcoholic Beverage Control or his duly authorized representative for the determination of such appeals shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. In connection with any appeal proceeding under this clause, the contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, Contractor shall proceed diligently with the performance of the contract and in accordance with the decision of the State.
2. Termination Without Cause: Either party may terminate this agreement at any time for any reason upon ten (10) days written notice. No penalty shall accrue to either party because of contract termination.
3. Contract Validity: This contract is valid and enforceable only if adequate funds are appropriated in Item 2100-101-3036, Budget Act of 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.
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.