

FORM APPROVED COUNTY COUNSEL
 BY: GREGORY P. PRIAMOS
 DATE: 10/22/14

FISCAL PROCEDURES APPROVED
 PAUL ANGULO, CPA, AUDITOR-CONTROLLER
 BY: Susana Garcia-Bocanegra
 10/24/14
mental Concurrence

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

157



FROM: Sheriff's Department

SUBMITTAL DATE:
 10/23/14

SUBJECT: Acceptance of Grant Award from the Department of Alcoholic Beverage Control, District 5/5. [\$25,000- 100% Federal]

- RECOMMENDED MOTION:** That the Board of Supervisors:
1. Approve the grant Agreement with the Department of Alcoholic Beverage Control (ABC), accepting funds totaling \$25,000, and authorize the Chairperson to execute the Agreement on behalf of the County;
 2. Authorize the Sheriff, or designee to administer the grant project, 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.

BR 15-040

Will Taylor
 Stan Sniff
 Sheriff-Coroner-PA
 Will Taylor, Dir. of Administration

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 18,750	\$ 6,250	\$ 25,000	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	

SOURCE OF FUNDS: 100% Federal Grant Revenue

Budget Adjustment: Yes

For Fiscal Year: 14/15-15/16

C.E.O. RECOMMENDATION:

APPROVE

County Executive Office Signature BY: *Elizabeth J. Olson*
 Elizabeth J. Olson

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Tavaglione, seconded by Supervisor Stone and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Tavaglione, Stone and Ashley
 Nays: None
 Absent: Benoit
 Date: November 4, 2014
 xc: Sheriff, Auditor

Kecia Harper-Ihem
 Clerk of the Board
 BY: *Kecia Harper-Ihem*
 Deputy

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

Prev. Agn. Ref.: 03/11/14 3-25 | District: 5/5 | Agenda Number:

3-34

SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
FORM 11: Acceptance of Grant Award from the Department of Alcoholic Beverage Control, District 5/5.
[\$25,000- 100% Federal]
DATE: 10/23/14
PAGE: Page 2 of 3 (BR 15-040)

BACKGROUND:

Summary

The California Office of Traffic Safety has provided funding to Department of Alcoholic Beverage Control (ABC) to implement the ABC Minor Decoy and Shoulder Tap grant programs across the state. ABC awarded the County \$25,000 in FY 14-15 to conduct program operations in the Sheriff's contracted city of Moreno Valley. These programs target both ABC licensed premises and individuals who furnish alcoholic beverages to underage decoys. The program's 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.

The grant agreement provides \$25,000 to the City of Moreno Valley's police department for overtime and benefits for one Sergeant and two Deputies to carry out the objectives of the grant.

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 criminal violation that will be prosecuted, the participating police department has agreed to issue press releases announcing the start of the program and after each operation has been conducted. The police department also has agreed to host and publicize an ABC licensee education on alcohol and drugs within its jurisdiction. The grant performance period is October 1, 2014 through September 30, 2015. 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 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 Award from the Department of Alcoholic Beverage Control, District 5/5.
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PAGE: Page 3 of 3 (BR 15-040)

Schedule A

Increase Appropriations:

10000-2500300000-510420	Overtime	\$18,000
10000-2500300000-518080	Other Budgeted Benefits	\$ 750
	TOTAL	\$18,750

Increase Estimated Revenues:

10000-2500300000-767450	Federal-Ofc Traffic Safety Grants	\$18,750
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CLERK'S COPY

to Riverside County Clerk of the Board, Stop 1010
Post Office Box 1147, Riverside, Ca 92502-1147
Thank you.

AGREEMENT NUMBER

14-MPG15

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

Riverside County Sheriff's Department through the Moreno Valley Police Department

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

3. The maximum amount of this Agreement is: **\$25,000.00**

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 **3 pages**

Exhibit B – Budget Detail and Payment Provisions **2 pages**

Exhibit C – General Terms and Conditions **1 page ***

ATTEST:

KECIA HARPER-IHEM, Clerk

By  DEPUTY

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.documents/dgs.ca.gov/ols/GTC-610.doc

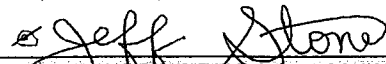
IN WITNESS WHEREOF, this Agreement has been executed by the parties hereof

CONTRACTOR

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

Riverside County Sheriff's Dept through the Moreno Valley Police

BY (Authorized Signature)



DATE SIGNED (Do not type)

11/4/14

PRINTED NAME AND TITLE OF PERSON SIGNING

Chairman Jeff Stone

ADDRESS

PO Box 512
Riverside, CA 92502

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 BY COUNTY COUNSEL
DATE 11/4/14
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:

Moreno Valley Police Department
Chairman Jeff Stone

Department of Alcoholic Beverage Control
Chris Brookman
Supervising Agent, Grant Unit
3927 Lennane Drive, Suite 100
Sacramento, CA 95834
916-419-2579

Direct all inquiries to:

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, Shoulder Tap Programs and conduct Informed Merchants Preventing Alcohol-Related Crime Tendencies (IMPACT) Inspections. These Programs target both ABC licensed premises and individuals who furnish alcoholic beverages to the underage operators. 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 the education of licensee, enforcement intervention and the impressions of omnipresence of law enforcement. In addition, Contractor agrees to the following goals:
 - The operation period of the grant is October 1, 2014 through September 30, 2015.
 - 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 "On-Sale" and "Off-Sale" licensed locations within the operation period of the grant.
 - Contractor agrees to 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 within the operation period of the grant.

- Contractor agrees to conduct IMPACT Inspections at “On-Sale” and “Off-Sale” licensed locations within the operation period of the grant.
- Contractor agrees to establish and implement a coordinated effort between Contractor and ABC, and acknowledges no operations will be conducted until after the Contractor’s representative has completed training conducted by ABC.
- 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) 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) Licensee Education on Alcohol and Drugs (LEAD) class for licensee’s located within Contractor’s 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 agrees to complete and submit bi-monthly reports, on a format designed by the Department of Alcoholic Beverage Control due:
 - On or before **December 15, 2014** (with results of operations October and November 2014)
 - On or before **February 15, 2015** (with results of operations December 2014 and January 2015)
 - On or before **April 15, 2015** (with results of operations February and March 2015)
 - On or before **June 15, 2015** (with results of operations April and May 2015)
 - On or before **August 15, 2015** (with results of operations June and July 2015)
 - The final report due on or before **October 30, 2015** (with results of operations August and September 30 2015)
- Contractor agrees to submit an Executive Summary as part of the final report due on or before **October 30, 2015**. 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 bi-monthly payment of approved reimbursable costs per the Budget Detail of personnel overtime and benefits (actual cost) and/or allowable costs associated with the initial training.
- Invoices shall clearly reference this contract number (14-MPG15) and must not exceed the contract total authorized amount of \$25,000.00. Invoices are to be submitted on a bi-monthly basis, on the prescribed form designed by the Department of Alcoholic Beverage Control. First report will be due on or before December 15, 2014 (for operations conducted in October and November 2014). Second report due on or before February 15, 2015 (for operations conducted December 2014 and January 2015). Third report due on or before April 15, 2015 (for operations conducted February and March 2015). Fourth report due on or before June 15, 2015 (for operations conducted June and July 2015). Six/final report due on or before October 30, 2015 (for operations conducted August and September 2015).

Submit to: Department of Alcoholic Beverage Control
 Attn: Kristine Okino, Grants Fiscal Analyst
 3927 Lennane Drive, Suite 100
 Sacramento, California 95834

- 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 attendance at initial training and/or 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 will be included in the agreement by reference to Internet site:
www.documents.dgs.ca.gov/ols/GTC-610.doc

RESOLUTION

BE IT RESOLVED by the Board of Supervisors of the County of Riverside, State of California, in regular session assembled on November 4, 2014, that Jeff Stone, the Chairman of this Board is authorized and directed to execute on behalf of said County the State of California Standard Agreement No. 14-MPG15 between the Riverside County and The Department of Alcoholic Beverage Control providing for: the implementation of the ABC Minor Decoy and Shoulder Tap grant programs across the state.

ROLL CALL:

Ayes: Jeffries, Tavaglione, Stone and Ashley
Nays: None
Absent: Benoit
Abstain: None

The foregoing is certified to be a true copy of a resolution duly adopted by said Board of Supervisors on the date therein set forth.

KECIA HARPER-IHEM,
Clerk of the Board

BY: 
Deputy Clerk