

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



**ITEM**  
3.37  
(ID # 5866)

**MEETING DATE:**

Tuesday, December 12, 2017

**FROM :** SHERIFF-CORONER-PA:

**SUBJECT:** SHERIFF-CORONER-PA: Ratification and approval of Standard Agreement STD 213 (Agreement #17-OTS10) with the California Department of Alcoholic Beverage Control (ABC), accepting grant funds to implement ABC Minor Decoy and Shoulder Tap grant programs in the City of Moreno Valley, District 5. [\$21,500 - 100% Federal], 4/5 vote

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

1. Ratify and approve the Standard Agreement STD 213 (Agreement #17-OTS10) with the California Department of Alcoholic Beverage Control (ABC), accepting grant funds totaling \$21,500, and authorize the Chairman to execute the Agreement on behalf of the County;
2. Authorize the Sheriff, or his 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; and
3. Approve and direct the Auditor-Controller to make the budget adjustments on the attached Schedule A.

**ACTION:** 4/5 Vote Required

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**MINUTES OF THE BOARD OF SUPERVISORS**

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

Ayes: Jeffries, Tavaglione, Perez and Ashley  
Nays: None  
Absent: Washington  
Date: December 12, 2017  
xc: Sheriff, Auditor

Kecia Harper-Ihelm  
Clerk of the Board

By:   
Deputy

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,  
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<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$ 16,125	\$ 5,375	\$ 21,500	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS:</b> 100% Federal Grant Revenue			<b>Budget Adjustment:</b>	Yes
			<b>For Fiscal Year:</b>	17/18-18/19

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

**BACKGROUND:**

**Summary**

The California Office of Traffic Safety has provided funding to the California Department of Alcoholic Beverage Control (ABC) to implement the ABC Minor Decoy and Shoulder Tap grant programs across the state. 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.

ABC awarded \$21,500 in grant funding to the Moreno Valley Police Department to implement such programs. The Riverside County Sheriff's Department provides contract law enforcement services and municipal police protection for the City of Moreno Valley as the Moreno Valley Police Department. With Board approval, Moreno Valley Police Department will utilize grant funds for overtime and benefits for one Sergeant, one Corporal and five Deputies to carry out the objectives of the grant.

In addition, to support the 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 by the participating police department, press releases will be released announcing the start of the program and after each operation has been conducted. The Moreno Valley Police Department has agreed to host and publicize an ABC licensee education training on alcohol and drugs within its jurisdiction. The grant performance period is October 1, 2017 through August 31, 2018.

County Counsel has approved the grant award agreement as to form.

**Impact on Residents 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.

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**ATTACHMENTS:**

1. Budget Adjustment
2. Standard Agreement STD 213 (Agreement #17-OTS10)

**Schedule A**

**Increase Appropriations:**

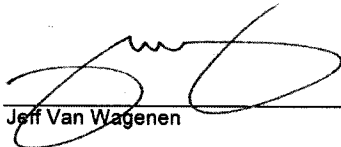
10000-2500300000-510420	Overtime	\$14,736
10000-2500300000-518080	Other Budgeted Benefits	\$ 789
10000-2500300000-528140	Conference/Registration Fees	<u>\$ 600</u>
	TOTAL	\$16,125

**Increase Estimated Revenues:**

10000-2500300000-767450	Federal-Ofc Traffic Safety Grants	\$16,125
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SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,  
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Gregory V. Priamos, Director County Counsel 11/29/2017 Misley Wang 11/29/2017

  
Jeff Van Wagenen 12/5/2017 Misley Wang 11/29/2017

  
Gregory V. Priamos, Director County Counsel 11/29/2017

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# RESOLUTION

**BE IT RESOLVED** by the Board of Supervisors of the County of Riverside, State of California, in regular session assembled on Tuesday, December 12, 2017, that John Tavaglione, the Chairman is authorized and directed to execute on behalf of said County the Standard Agreement No. 17-OTS10 between Riverside County and California Department of Alcoholic Beverage Control providing: for ABC Minor Decoy and Shoulder Tap Grant Programs.

Roll Call:

Ayes: Jeffries, Tavaglione, Perez and Ashley  
Nays: None  
Absent: Washington

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 said Board

By: 

Deputy

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

WHEN DOCUMENT IS FULLY EXECUTED RETURN  
**CLERK'S COPY**  
 to Riverside County Clerk of the Board, Stop 1010  
 Post Office Box 1147, Riverside, Ca 92502-1147  
 Thank you,

AGREEMENT NUMBER 17-OTS10
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 on behalf of Moreno Valley Police Department

2. The term of this Agreement is: October 1, 2017 through August 31, 2018

3. The maximum amount of this Agreement is: \$ 21,500.00  
 Twenty one thousand five hundred dollars and no cents

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	1 page
Exhibit C – General Terms and Conditions *	04/2017 *

ATTEN:  
 KECIA HARPER-JEM, Clerk  
 By:   
 DEPUTY

FORM APPROVED COUNTY COUNSEL  
 BY:  11/15/17  
 THOMAS CH...

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.

<b>CONTRACTOR</b>		<b>California Department of General Services Use Only</b>  <input checked="" type="checkbox"/> Exempt per: SCM Vol 1 4.04(A)(2)
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)		
County of Riverside on behalf of Moreno Valley Police Department		
BY (Authorized Signature)	DATE SIGNED (Do not type)	
	12/2/17	
PRINTED NAME AND TITLE OF PERSON SIGNING		
Chairman John Tavaglione		
ADDRESS		
4095 Lemon Street, 1 <sup>st</sup> floor Riverside, CA 92501		
<b>STATE OF CALIFORNIA</b>		
AGENCY NAME		
Department of Alcoholic Beverage Control		
BY (Authorized Signature)	DATE SIGNED (Do not type)	
	12/2/17	
PRINTED NAME AND TITLE OF PERSON SIGNING		
Patty Nelson, Chief, Business Management Branch		
ADDRESS		
3927 Lennane Drive Ste 100, Sacramento, CA 95834		

## EXHIBIT A SCOPE OF WORK

### I. PROJECT REPRESENTATIVES

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

Moreno Valley Police Department  
Deputy David Ruiz  
4095 Lemon Street, 1<sup>st</sup> floor  
Riverside, CA 92501  
(951) 486-6713  
druiz@riversidesheriff.org

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, 2017 through August 31, 2018.
  - 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](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) 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 no later than 15 days after operations conducted:
  - On or before **January 15, 2018** (with results of operations October, November & December 2017)
  - On or before **March 15, 2018** (with results of operations January & February 2018)
  - On or before **May 15, 2018** (with results of operations March & April 2018)
  - On or before **July 15, 2018** (with results of operations May & June 2018)
  - On or before **September 15, 2018** (with results of operations July & August 2018)
- Contractor agrees to submit an executive summary as part of the final report due on or before **September 15, 2018**. 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 (17-OTS10) and must not exceed the contract total authorized amount of \$21,500. 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 January 15, 2018 (for operations conducted in October, November and December 2017). Second report due on or before March 15, 2018 (for operations conducted January and February 2018). Third report due on or before May 15, 2018 (for operations conducted March and April 2018). Fourth report due on or before July 15, 2018 (for operations conducted May and June 2018). Fifth/final report due on or before September 15, 2018 (for operations conducted July and August 2018).

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.