

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



ITEM
3.39
(ID # 7471)

MEETING DATE:

Tuesday, July 17, 2018

FROM : SHERIFF-CORONER-PA:

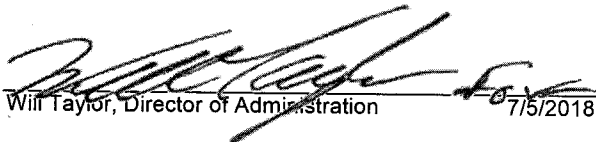
SUBJECT: SHERIFF-CORONER-PA: Acceptance of FY18-19 ABC-GAP Grant Award from the California Department of Alcoholic Beverage Control and Adoption of Resolution No. 2018-113, All Districts. [\$97,815 – 100% State Grant Revenue]; 4/5 Vote.

RECOMMENDED MOTION: That the Board of Supervisors:

1. Adopt Resolution No. 2018-113, authorizing the Sheriff's Department to participate in the Grant Assistance Program administered by the Department of Alcoholic Beverage Control (ABC);
2. Approve the State of California Standard Agreement (the "Agreement"), accepting funding in the amount of \$97,815, and authorize the Sheriff or his designee to execute the Agreement on behalf of the County;
3. Authorize the Sheriff, or his designee to administer the grant projects, sign payment requests, claims for reimbursements, progress reports, future amendments and/or modifications that do not change the substantive terms of the Agreement, as approved by County Counsel; and
4. Approve and direct the Auditor-Controller to make the budget adjustments on the attached Schedule A.

BR 18-076

ACTION: 4/5 Vote Required, Policy


Will Taylor, Director of Administration 7/5/2018

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Tavaglione, Washington, Perez and Ashley
Nays: None
Absent: None
Date: July 17, 2018
xc: Sheriff, Auditor

Kecia Harper-Ihem
Clerk of the Board

By: 
Deputy

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 97,815	\$ 0	\$ 97,815	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: 100% State Grant Revenue			Budget Adjustment: Yes	
			For Fiscal Year: 18/19	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

On January 5, 2018, California's Department of Alcoholic Beverage Control (ABC) released a Request for Proposals (RFP) to local law enforcement agencies seeking applications for the Grant Assistance Program (GAP), which will enable selected agencies to expand their present efforts in addressing alcohol-related problems through a comprehensive ABC program that will encompass a wide range of strategies.

On behalf of the County of Riverside, the Riverside County Sheriff's Department (RCSD) applied for an ABC grant and was notified of the award. The grant will be administered by a sergeant from the Jurupa Valley station, serving as the Project Director. The ABC-GAP Program for the FY18-19 funding cycle will be implemented in the cities of Calimesa, Eastvale, Jurupa Valley, Indian Wells, Norco, Palm Desert, Rancho Mirage, and San Jacinto.

This program will utilize four (4) deputies and one (1) sergeant, specially trained by ABC Investigators, to carry out undercover operations, enforcement, and education aimed at institutionalizing responsible alcohol selling. All hours worked on these grant projects will be on overtime and reimbursed through the grant. The grant performance period begins July 1, 2018 and will end June 30, 2019.

County Counsel has reviewed and approved the documents as to form.

Impact on Residents and Businesses

The grant funds 100% of the total project cost. The ABC-GAP grant focus is to provide funds to a location where there is a high crime rate and/or identifiable alcohol-related problem associated with alcoholic beverage licensed establishments. Additionally, 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.

Additional Fiscal Information

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

Grant funding from ABC GAP FY18-19 grant funding will allow for the enforcement of illegal alcohol sales with minimal county costs.

Attachments

1. Resolution No. 2018-113
2. State of California Standard Agreement STD 213

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

Schedule A

Increase Appropriations:

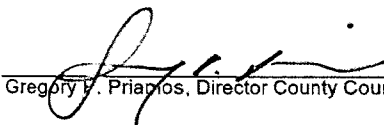
10000-2500300000-510420	Overtime	\$86,996
10000-2500300000-518080	Other Budgeted Benefits	4,419
10000-2500300000-523640	Computer Equip-Non-fixed Asset	1,500
10000-2500300000-523600	Audiovisual Expense	1,000
10000-2500300000-527780	Special Program Expense	1,400
10000-2500300000-528140	Conferences/Registration	650
10000-2500300000-528960	Lodging	1,442
10000-2500300000-528980	Meals	<u>408</u>
	TOTAL	\$97,815

Increase Estimated Revenues:

10000-2500300000-755680	CA-Other Operating Grants	\$97,815
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Paul A. Angulo, County Auditor-Controller 7/5/2018


Ryan Carter, Principal Management Analyst 7/11/2018


Gregory V. Priamos, Director County Counsel 6/28/2018

Board of Supervisors

County of Riverside

RESOLUTION NO. 2018-113

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 on behalf of 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 ABC);

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

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 ABC 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 the County of Riverside in a meeting thereof held on July 17, 2018 by the following:

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07.17.18 3.39

FORM APPROVED COUNTY COUNSEL
BY: SUSANNA N. OH
DATE 6/19/18

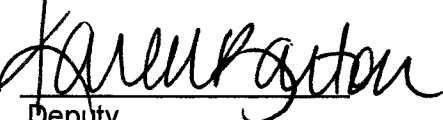
MT # 7471 BOS 7/17/18 Sheriff

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Chairman of the Board of Supervisors

ATTEST:

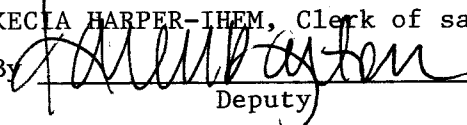
Kecia Harper-Ihem
Clerk of the Board of Supervisors

By 
Deputy

ROLL CALL:

Ayes: Jeffries, Tavaglione, Washington, Perez and Ashley
Nays: None
Absent: 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 said Board
By 
Deputy

SCOPE OF WORK

1. Summary

a. Agency Description –

Riverside County is the 4th most populated county in the State of California out of the 58 counties. 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 1.46 million residents of the County's population of nearly 2.38 million. The Department currently consists of over 3,500 employees, both sworn and non-sworn.

Including the unincorporated service areas of the Jurupa Valley Station, Cabazon Station, Hemet Station, and the Palm Desert Station, the contract cities impacted through the grant will include Calimesa, Eastvale, Jurupa Valley, Indian Wells, Norco, Palm Desert, Rancho Mirage, and San Jacinto. Each station is facilitated by a Sheriff's Captain who is the Chief of Police for that contracted 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 411 establishments which serve alcoholic beverages on the premises (On-sale licenses). In addition, there are 234 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, breweries, and liquor stores. Each city is comprised of citizens from a wide variety of ethnic backgrounds. According to the most recent US Census Bureau, the county's demographic composition is as follows:

Caucasian: 36.2%

Hispanic or Latino: 48.4% *

Black or African American: 7.1%

Native American: 1.9%

Asian, Native Hawaiian and Other Pacific Islander: 7.3%

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

SCOPE OF WORK

b. Funding Requested – \$97,815.00

The Riverside County Sheriff's Department is requesting \$97,815.00 to complete the program. Of these funds, \$91,415 will be used for personnel services, \$2,500 for equipment purchase, \$1,400 for operating expenses, and \$2,500 for travel and registration fees. The equipment money will be allocated to purchase a body worn camera system for the decoys and a portable tablet with accessories. These items will be used exclusively to obtain evidence, maintain documentation while ensuring reports are tracked and sent in a timely manner while conducting operations related to this grant. The operating expense funds will be used for undercover operations, decoy, shoulder tap, and narcotics investigations. 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 2018 GAP conference.

c. Goals and Objectives –

Over the past three years the Riverside County Sheriff's Department has made an impact in combating alcohol related offenses. However, trends continue as an increase of alcohol related calls for service and complaints have expanded to the Cabazon, Hemet, Jurupa Valley, and Palm Desert patrol stations.

The goals and objectives related to the proposed project include but are not limited to;

****Goals:**

- 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.
- Enhance the database for tracking and sending of all police reports to the local ABC District Office which can be uploaded on a shared file program.

****Objectives:**

- Conduct at least twelve (12) IMPACT Inspections.
- Conduct at least fifteen (15) Minor Decoy operations.
- Conduct at least twelve (12) Shoulder Tap operations.
- Conduct at least six (6) Trap Door operations.
- Conduct at least three (3) LEADS training courses.
- Provide at least four (4) briefing training courses to patrol/field operations.
- Prepare and publish at least twelve (12) press releases related to the operations.

SCOPE OF WORK

d. Number of ABC Licensed Locations –

Among the eight (8) cities there are a total of 411 establishments which serve alcoholic beverages on the premises (On-sale licenses). In addition, there are 234 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

Including the unincorporated service areas of the Jurupa Valley Station, Cabazon Station, Hemet Station, and the Palm Desert Station, the contract cities impacted through the grant will include Calimesa, Eastvale, Jurupa Valley, Indian Wells, Norco, Palm Desert, Rancho Mirage, and San Jacinto. There are a total of 645 licensed on-sale and off-sale locations spread throughout each city with little or no enforcement. Between January 1, 2017, and January 1, 2018, there was a combined 8,336 calls for service related to driving under the influence, disorderly conduct or public intoxication, minors in possession of alcohol, and thefts of alcoholic beverages. Based on these totals, the Department averages to about twenty-three (23) calls for service per day.

According to the Office of Traffic Safety (OTS) Collision Rankings, alcohol related vehicle collisions in which injuries were reported have increased more than 36 % from the previous year. In addition, the Department has received complaints of on-sale and off-sale establishments selling alcohol to minors or otherwise operating outside of the licensing requirements. This includes several complaints of on-sale establishments operating outside of their license regulations.

Several licensees have a continual problem with persons drinking in public, loitering on or around walkways, verbal arguments, and physical assaults, including serious bodily injury, as a result of alcohol consumption.

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.

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

By increased presence at the on-sale and off-sale locations the Department hopes to build a partnership with retailers, through education and enforcement activity, to mitigate the drain on police resources of alcohol related crimes, to reduce the number of people injured or killed in alcohol related collisions and reduce the availability of alcohol to minors.

SCOPE OF WORK

3. Project Description

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

****Goals:**

- 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.
- Enhance the database for tracking and sending of all police reports to the local ABC District Office which can be uploaded on a shared file program.

****Objectives:**

- Conduct at least twelve (12) IMPACT Inspections.
- Conduct at least fifteen (15) Minor Decoy operations.
- Conduct at least twelve (12) Shoulder Tap operations.
- Conduct at least six (6) Trap Door operations.
- Conduct at least three (3) LEADS training courses.
- Provide at least four (4) briefing training courses to patrol/field operations.
- Prepare and publish at least twelve (12) press releases related to the operations.

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 the administrator for the grant. The Jurupa Valley Station has been trained through ABC in the operation of all programs to accomplish the goals and objectives. The administrator will coordinate amongst the partner stations to conduct operations. All operations will be comprised of a minimum of four (4) sworn Deputy Sheriff's and one (1) Sheriff Sergeant with experience in ABC enforcement.

Non-sworn volunteer Sheriff's Explorers will assist in operations which require minor decoys. 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, the coordinator will compile all statistics from each operation and complete a database for tracking and sending of all police reports to the local ABC District Office. A total of twelve (12) press releases will be distributed for the public awareness and education.

BUDGET DETAIL

Exhibit B

BUDGET CATEGORY AND LINE-ITEM DETAIL	COST
A. Personnel Services (Straight Time Salaries, Overtime, and Benefits)	(Round budget amounts to nearest dollar)
A.1 Straight Time	
A.2 Overtime Sergeant (x1) \$101.41 hr. x 225 hrs.	\$22,817.00
Deputy Sheriff (x4) \$71.31 hr. x 900 hrs.	\$64,179.00
A.3 Benefits Estimated Overtime Benefits-Sergeant @ 5.080% of Overtime	\$1,159.00
Est. Overtime Benefits-Deputy Sheriff @ 5.080% of Overtime	\$3,260.00
TOTAL PERSONNEL SERVICES	\$91,415.00
B. Operating Expenses (maximum \$2,500)	
Buy money for undercover operations, decoy, and shoulder tap operations.	\$1,400.00
TOTAL OPERATING EXPENSES	\$1,400.00
C. Equipment (maximum \$2,500)	
(Attach receipts for all equipment purchases to monthly billing invoice)	
Body worn camera system for decoys.	\$1,000.00
Portable Tablet with docking station and printer.	\$1,500.00
TOTAL EQUIPMENT	\$2,500.00
D. Travel Expense/Registration Fees (maximum \$2,500)	
(Registration fee for July 2018 GAP Conference attendee is \$325 each)	
Registration for the July 2018 GAP Conference-2 attendees at \$325.00 each.	\$650.00
Travel, per diem, and lodging for the July 2018 Gap Conference at \$1,850 total.	\$1,850.00
TOTAL TRAVEL EXPENSE	\$2,500.00
TOTAL BUDGET DETAIL COST, ALL CATEGORIES	\$97,815.00

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 2018.
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 can 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

Page 2 of 2

Exhibit B

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 2018, for the purposes of this program.
4. **Contractor Certifications:** By signing this agreement, Contractor certifies compliance with the provisions of CCC 04/2017, Standard Contractor Certification Clauses. This document may be viewed at <http://www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx> .
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.