

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



ITEM: 3.13
(ID # 20958)

MEETING DATE:

Tuesday, March 14, 2023

FROM : SHERIFF-CORONER-PA:

SUBJECT: SHERIFF-CORONER-PA: Accept the FY22-23 California Department of Alcoholic Beverage Control sponsored by the Office of Traffic Safety Grant Program through the National Highway Traffic Safety ABC-OTS Grant Program Funding in the Amount of \$29,600; Adopt Resolution No. 2023-033, Authorizing the Riverside County Sheriff and Other Authorized Agents to Accept Funding for the ABC-OTS Grant Program from the California Department of Alcoholic Beverage Control, to Execute the ABC-OTS Grant Documents and Administer the ABC-OTS Grant in the City of San Jacinto. District 5. [\$29,600 – 100% State Funds]; [4/5th Vote Required]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Accept the Fiscal Year 2022-23 Department of Alcoholic Beverage Control's ABC-OTS Grant Program from the State of California, in the amount of \$29,600 for the grant period of October 1, 2022 – to August 31, 2023;
2. Adopt Resolution number 2023-033, Authorizing the Riverside County Sheriff and Other Authorized Agents to Accept Funding for the Department of Alcoholic Beverage Control ABC-OTS Grant Program, to Execute the ABC-OTS Grant Documents and Administer the ABC-OTS Grant;

Continued on Page 2

ACTION:


David Lelevier, Assistant Sheriff 3/3/2023

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Washington, seconded by Supervisor Spiegel and duly carried, IT WAS ORDERED that the above matter is approved as recommended and that Resolution 2023-033 is adopted as recommended.

Ayes: Jeffries, Spiegel, Washington, and Gutierrez
Nays: None
Absent: Perez
Date: March 14, 2023
xc: Sheriff, Auditor-Controller

Kimberly A. Rector
Clerk of the Board

By: 
Deputy

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

RECOMMENDED MOTION: That the Board of Supervisors:

3. Authorize the Sheriff, or designee, to execute the Standard Agreement, to take all necessary steps to implement the Standard Agreement, including, but not limited to: (a) signing subsequent necessary and relevant documents, subject to approval as to form by County Counsel; and (b) negotiating, signing and implementing any amendments, including, but not limited to any amendments that result in an extension of the term or an increase in the amount of the award, not to exceed twenty percent (20%) of the total anticipated grant amount, subject to approval as to form by County Counsel; and
4. Approve and direct the Auditor-Controller to make the budget adjustment on the attached Schedule A.

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 29,600	\$ 29,600	\$ 29,600	\$ 29,600
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: 100% State Funds			Budget Adjustment:	Yes
			For Fiscal Year:	22/23

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

BR:23-061

Summary

On October 4, 2022, the Board of Supervisors approved the acceptance of the FY22-23 Department of Alcoholic Beverage Control's Alcohol Policing Program (APP) funding in the amount of \$75,000 and adopted Resolution Number 2022-146 on Agenda Item 3.16. This grant allowed the Lake Elsinore Station personnel located in the Southwest corridor of Riverside County to increase proactive enforcement of Alcoholic Beverage Control (ABC) licensed establishments and use education to reduce or eliminate the impact of alcohol on our minors.

On August 2, 2022, the Department of Alcoholic Beverage Control (ABC-OTS), sponsored by the Office of Traffic Safety Grant Program through the National Highway Traffic Safety Administration (NHTSA) released a Request for Proposals to Sheriffs and Police Chiefs in California for up to \$50,000 in funding to enable selected agencies to expand their efforts in addressing alcohol-related problems by using the Department of Alcoholic Beverage Control comprehensive program strategies. On September 1, 2022, in response to the grant solicitation, the Department applied for grant funding from ABC to support local efforts to curb underage on-sale and off-sale establishments selling alcohol to minors outside the Southwest corridor's licensing requirements.

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
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On September 27, 2022, the Department of Alcoholic Beverage Control (ABC-OTS) sponsored by the Office of Traffic Safety Grant Program through the National Highway Traffic Safety Administration (NHTSA) approved the Sheriff Department's proposal and selected the Sheriff's Department to receive \$29,600 in grant funding for the ABC-OTS Grant Program. The purpose of the ABC-OTS Grant Program is to work with law enforcement agencies to develop a practical, comprehensive, and strategic approach to eliminating the crime and public nuisance problems associated with problem alcoholic beverage outlets.

San Jacinto Station personnel will use the funds to prevent, educate, and enforce underage drinking and alcohol-related incidents in the City of San Jacinto. The grant will fund overtime expenses to attend meetings with the Department of Alcoholic Beverage Control to assist with identifying disruptive and disorderly licensed premises and provide training sessions for licensees at local stations of prevention and enforcement related to the sale and consumption of alcoholic beverages.

The Riverside County Sheriff's Department will build a partnership with retailers through education and enforcement to conduct minor decoy operations, shoulder tap operations, IMPACT (Informed Merchants Preventing Alcohol-Related Crime Tendencies) inspections, and Holiday alcohol enforcement to reduce the number of intoxicated juveniles involved in traffic collisions that result in injuries and/or death. Funds will also be used for increased personnel at targeted licensee stations to prevent the sales of alcoholic beverages to minors. The project will be staffed by a sworn supervisor (Sergeant) and Deputy Sheriffs, a minimum of two (2), or a maximum of four (4), on overtime who have experience in Alcohol Beverage Control objectives.

A four-fifths vote is required for this item pursuant to California Government Code Section 29130 as a budget adjustment has been requested.

Impact on Residents and Businesses

Grant funds will increase focus on alcohol-related violations, including illegal sales and consumption by minors, educate, and enhance the Sheriff Department's ability to enforce the area's underage drinking laws. The goals of this grant will be to reduce the number of alcohol related injuries and deaths for minors in Riverside County.

Additional Fiscal Information

This grant is State funded through the Department of Alcohol and Beverage Control and is 100% reimbursable. The Department did not include funding for this project in the FY 22/23 budget; therefore, a Schedule A budget adjustment is attached to add \$29,600 in expenditures to the budget. No additional County general funds will be required.

ATTACHMENTS:

- A. Department of Alcoholic Beverage Control Grant Award Letter

2
3 RESOLUTION NO. 2023-033

4 AUTHORIZING THE RIVERSIDE COUNTY SHERIFF AND OTHER AUTHORIZED
5 AGENTS TO ACCEPT FUNDING FROM THE CALIFORNIA DEPARTMENT OF
6 ALCOHOLIC BEVERAGE CONTROL (ABC) SPONSORED BY THE OFFICE OF TRAFFIC
7 SAFETY GRANT PROGRAM THROUGH THE NATIONAL HIGHWAY TRAFFIC SAFETY
8 ADMINISTRATION (NHTSA), TO EXECUTE THE ABC GRANT DOCUMENTS AND
9 ADMINISTER THE ABC GRANT
10

11 **WHEREAS**, the Board of Supervisors of the County of Riverside desires to designate
12 the Riverside County Sheriff's Department (Sheriff's Department) authority for the management
13 and administration of funds and projects related to the California Department of Alcoholic
14 Beverage Control sponsored by the Office of Traffic Safety (ABC) Grant Program through the
15 National Highway Traffic Safety Administration (NHTSA); and

16 **WHEREAS**, the California Department of Alcoholic Beverage Control has provided
17 funding of \$29,600 for the period October 1, 2022, through August 31, 2023 to the Sheriff's
18 Department to develop practical approaches to conduct minor decoy operations, shoulder tap
19 operations, IMPACT (Informed Merchants Preventing Alcohol-Related Crime Tendencies)
20 inspections and Holiday alcohol enforcement;

21 **WHEREAS**, the Sheriff's Department intends to use this funding to staff a minimum of
22 two (2) or a maximum of four (4) Sheriff's Department personnel to mitigate and reduce the
23 number of juvenile alcohol-related motor vehicle accidents and deaths, perform shoulder tap
24 operations, IMPACT inspections and holiday enforcements.

25 **NOW, THEREFORE, BE IT RESOLVED, DETERMINED, AND ORDERED** by
26 the Board of Supervisors of the County of Riverside, State of California, in regular session
27 assembled on February 28, 2023, at 9:30 A.M., or soon thereafter in the meeting room of the

BY *Kristine Bell-Valdez*
FORM APPROVED COUNTY COUNCIL
DATE 2/28/23

MAR 14 2023 3.13

1 Board of Supervisors located on the first floor of the County Administrative Center, 4080 Lemon
2 Street, California, as follows:

- 3 1. The Riverside County Sheriff, or Authorized Agents, are authorized to accept funding
4 from the California Department of Alcoholic Beverage Control (ABC) and to execute the
5 grant agreement and related documents for the ABC Grant program, and any
6 amendments thereto, on behalf of the County of Riverside.
- 7 2. The Riverside County Sheriff, or Authorized Agents, shall administer the California
8 Department of Alcoholic Beverage Control (ABC) Grant Program funds and sign all
9 certifications, assurances, exhibits, reports, or similar documents made or required under
10 the ABC Grant Program.
- 11 3. The individuals whose title appears below are hereby designated as Authorized Agents:

12
13 Sheriff, OR

14 (Title of Authorized Agent)

15
16 Undersheriff, OR

17 (Title of Authorized Agent)

18 Assistant Sheriff, OR

19 (Title of Authorized Agent)

20
21 Chief Deputy Sheriff, OR

22 (Title of Authorized Agent)

23 Administrative Services Manager

24 (Title of Authorized Agent)

- 25 4. This Resolution shall take effect immediately upon its adoption.

26 //

27 //

2
3 RESOLUTION NO. 2023-033

4 AUTHORIZING THE RIVERSIDE COUNTY SHERIFF AND OTHER AUTHORIZED AGENTS
5 TO ACCEPT FUNDING FROM THE CALIFORNIA DEPARTMENT OF ALCOHOLIC
6 BEVERAGE CONTROL (ABC) SPONSORED BY THE OFFICE OF TRAFFIC SAFETY
7 GRANT PROGRAM THROUGH THE NATIONAL HIGHWAY TRAFFIC SAFETY
8 ADMINISTRATION (NHTSA), TO EXECUTE THE ABC GRANT DOCUMENTS AND
9 ADMINISTER THE ABC GRANT

10
11 ROLL CALL:

12
13 Ayes: Jeffries, Spiegel, Washington, and Gutierrez

14 Nays: None

15 Absent: Perez

16
17
18 The foregoing is certified to be a true copy of a resolution duly adopted by said Board of
19 Supervisors on the date therein set forth.

20
21 KIMBERLY A. RECTOR, Clerk of said Board

22
23 By:  _____

24 Deputy

CLERK'S COPY

SCO ID: 2100-22OTS116

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

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER 22-OTS116	Thank you, PURCHASING AUTHORITY NUMBER (If Applicable) ABC-2100
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1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

Department of Alcoholic Beverage Control

CONTRACTOR NAME

County of Riverside through the Riverside County Sheriff's Department San Jacinto Police Department

2. The term of this Agreement is:

START DATE

October 1, 2022

THROUGH END DATE

August 31, 2023

3. The maximum amount of this Agreement is:

\$ 29,600.00 Twenty nine thousand six 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.

Exhibits	Title	Pages
Exhibit A	Scope of Work	3
Exhibit B	Budget Detail and Payment Provisions	1
Exhibit C *	General Terms and Conditions (GTC 04/2017)	4
+ - Exhibit D	Special Terms and Conditions	1

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 <https://www.dgs.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

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

County of Riverside through the Riverside County Sheriffs Department San Jacinto Police Department

CONTRACTOR BUSINESS ADDRESS

4095 Lemon Street

CITY

Riverside

STATE

CA

ZIP

92501

PRINTED NAME OF PERSON SIGNING

Laronte Groom

TITLE

Administrative Services Manager

CONTRACTOR AUTHORIZED SIGNATURE



DATE SIGNED

2/1/2023

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

Department of Alcoholic Beverage Control

CONTRACTING AGENCY ADDRESS

3927 Lennane Drive, Suite 100

CITY

Sacramento

STATE

CA

ZIP

95834

PRINTED NAME OF PERSON SIGNING

Pattye Nelson

TITLE

Chief, Business Management Branch

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

FORM APPROVED COUNTY COUNSEL


BY  1/30/23
KRISTJNE BELL-VALDEZ DATE

EXHIBIT A SCOPE OF WORK

Purpose and Description of Services

Contractor agrees to implement the Department of Alcoholic Beverage Control programs as listed:

- Minor Decoy operations – designed to educate and deter licensed locations from selling/furnishing alcohol to minors and shall be conducted at both “On-Sale” and “Off-Sale” licensed establishments within the operation period of the grant.
- Shoulder Tap operations – used to detect and deter adult furnishers outside of a licensed business and shall be performed at “Off-Sale” licensed locations to apprehend adults that are unaffiliated with the licensed businesses who are purchasing alcohol for minors outside of the stores within the operation period of the grant.
- Informed Merchants Preventing Alcohol-Related Crime Tendencies (IMPAC - T) Inspections – primary goal is to educate licensees on alcohol related laws to help reduce alcohol-related crime in and around licensed premises. Contractor agrees to conduct visits and inspections of licensed premises identifying areas of non-compliance at “On-Sale” and “Off-Sale” licensed locations within the operation period of the grant.
- Holiday Enforcement – This program consists of working general undercover and high-profile enforcement targeting underage drinking, sales/furnishing to minors, sales to obviously intoxicated patrons, and other related violations.

Holidays would be defined as Halloween (Oct 28-31), New Year's Eve (Dec 31), St. Patrick's Day (March 17), Cinco de Mayo (May 5), Memorial Day weekend (May 26-29) and 4th of July (July 4). In order to help reduce youth involved fatal and/or injury crashes, the dates for Holiday Enforcement operations coincide with NHTSA/OTS AVOID Campaign dates, which have been determined as holidays with an influx number of DUI crashes.

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:

- 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.
- 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.

- Issue press releases as follows:
 - 1. To announce the start of the program;
 - 2. At the conclusion of each Minor Decoy Operation held (to announce the number of licensed premises who sold to the minor decoy)
 - 3. At the conclusion of each Shoulder Tap Operation held (to announce the number of adults arrested for purchasing alcoholic beverages for the decoy).
 - 4. At the conclusion of each IMPACT operation held
- Fax (916) 419-2599 or email each press release to the Department's Public Information Officer (pio@abc.ca.gov) as soon as it is released.
- 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."
- Complete and submit bi-monthly reports, in a format designed by the Department of Alcoholic Beverage Control due no later than 15 days after operations conducted:
 - On or before **January 15, 2023** (with results of operations October, November & December 2022)
 - On or before **March 15, 2023** (with results of operations January & February 2023)
 - On or before **May 16, 2023** (with results of operations March & April 2023)
 - On or before **July 15, 2023** (with results of operations May & June 2023)
 - On or before **September 15, 2023** (with results of operations July & August 2023)
- Submit an Executive Summary as part of the final report due on or before **September 15, 2023**. The summary shall contain the following:
 - 1. An evaluation statement concerning the end product and cost benefits; and a listing of recommended and/or adopted policy or procedure changes, if any, occurring as a result of the project
 - 2. Project personnel identifying the key personnel who worked on the project, together with their job classification, and a brief description of their contribution
 - 3. 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.
 - 4. Results – describe 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.
 - 5. 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.*"
 - 6. Documentation – Attach any relevant documents developed. Examples are new or revised forms, diagrams, management reports, photos, coding manuals, instructional manuals, etc.

Contract Term

The operation period of the grant is October 1, 2022 through August 31, 2023.

Project Representatives

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

San Jacinto Police Department
Darrick Bunn
4095 Lemon Street
Riverside, CA 92501
(951) 850-5759
dbunn@riversidesheriff.org

Department of Alcoholic Beverage Control
Diana Fouts-Guter, Grant Coordinator
3927 Lennane Drive, Suite 100
Sacramento, CA 95834
(916) 928-9807
Diana.fouts-quter@abc.ca.gov

Direct all fiscal inquiries to:

San Jacinto Police Department
Sally Lopez
4095 Lemon Street
Riverside, CA 92501
(951) 955-4743
sallopez@riversidesheriff.org

Department of Alcoholic Beverage Control
Kristine Okino, Fiscal Grant Analyst
3927 Lennane Drive, Suite 100
Sacramento, CA 95834
(916) 419-2572
Kristine.okino@abc.ca.gov

EXHIBIT B BUDGET DETAIL AND PAYMENT PROVISIONS

Invoicing and Payment

- For services satisfactorily rendered and upon receipt and approval of the invoice, the Department of Alcoholic Beverage Control agrees to pay bi-monthly for approved reimbursable costs per the Budget Detail of personnel overtime and benefits (actual cost).
- Invoices shall clearly reference this contract number (22-OTS116) and must not exceed the contract total authorized amount of \$29,600.00. Invoices are to be submitted on a bi-monthly basis, on the prescribed form designed by the Department of Alcoholic Beverage Control.

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

- This agreement is for overtime compensation only.
- Payment shall be made in arrears within 45 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, October 1, 2022 and on or before the project termination date, August 31, 2023.
- 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.

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.

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

1. **APPROVAL:** This agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. **AMENDMENT:** No amendment or variation of the terms of this agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or agreement not incorporated in the agreement is binding on any of the parties.
3. **ASSIGNMENT:** This agreement is not assignable by the contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. **AUDIT:** Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. **INDEMNIFICATION:** Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by contractor in the performance of this agreement.
6. **DISPUTES:** Contractor shall continue with the responsibilities under this agreement during any dispute.
7. **TERMINATION FOR CAUSE:** The State may terminate this agreement and be relieved of any payments should the contractor fail to perform the requirements of this agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the contractor under this agreement and the balance, if any, shall be paid to the contractor upon demand.
8. **INDEPENDENT CONTRACTOR:** Contractor, and the agents and employees of contractor, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of the State.
9. **RECYCLING CERTIFICATION:** The contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209.

With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. **NON-DISCRIMINATION CLAUSE:** During the performance of this agreement, contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the agreement.

11. **CERTIFICATION CLAUSES:** The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this agreement by this reference as if attached hereto.
12. **TIMELINESS:** Time is of the essence in this agreement.
13. **COMPENSATION:** The consideration to be paid contractor, as provided herein, shall be in compensation for all of contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.
14. **GOVERNING LAW:** This contract is governed by and shall be interpreted in accordance with the laws of the State of California.
15. **ANTITRUST CLAIMS:** The contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the contractor shall comply with the requirements of the Government Codes Sections set out below.
- a. The Government Code Chapter on Antitrust claims contains the following definitions:
- 1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

- 2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.
- b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.
 - c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.
 - d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.
16. **CHILD SUPPORT COMPLIANCE ACT:** For any agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:
- a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
 - b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
17. **UNENFORCEABLE PROVISION:** In the event that any provision of this agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this agreement have force and effect and shall not be affected thereby.
18. **PRIORITY HIRING CONSIDERATIONS:** If this contract includes services in excess of \$200,000, the contractor shall give priority consideration in filling vacancies in positions funded by the contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.
19. **SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:**

- a. If for this contract contractor made a commitment to achieve small business participation, then contractor must within 60 days of receiving final payment under this contract (or within such other time period as may be specified elsewhere in this contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)
 - b. If for this contract contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then contractor must within 60 days of receiving final payment under this contract (or within such other time period as may be specified elsewhere in this contract) certify in a report to the awarding department: (1) the total amount the prime contractor received under the contract; (2) the name and address of the DVBE(s) that participated in the performance of the contract; (3) the amount each DVBE received from the prime contractor; (4) that all payments under the contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)
20. **LOSS LEADER**: If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

EXHIBIT D SPECIAL TERMS AND CONDITIONS

Disputes: Any disputes 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 in 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 of the 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.

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. No penalty shall accrue to either party because of contract termination.

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: <https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language>

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.

DEPARTMENT OF ALCOHOLIC BEVERAGE CONTROL

3927 Lennane Drive, Suite 100
Sacramento, CA 95834
(916) 419-2500



September 27, 2022

Chief Jeremy Harding
San Jacinto Police Department
Riverside County Sheriff's Department
4095 Lemon Street
Riverside, CA 92501

Re: ABC-OTS Grant Program

Dear Chief Harding:

Congratulations. Your agency has been selected to participate in the Department of Alcoholic Beverage Control's ABC-OTS Grant Program. Funding for this project is provided by the Office of Traffic Safety through the National Highway Traffic Safety Administration.

We anticipate operations to begin upon completion of the one-day mandatory training class for your operations officer. Fiscal Officers will be contacted by our Fiscal Coordinator; Kristine Okino for training how to submit claims for reimbursement.

Since the grant starts October 1, 2022, you can make pre-paid travel arrangements on or after that date for your operations officer to attend the training. Pre-paid travel purchased prior to October 1st will not be reimbursed. The information regarding the date, location and authorized per diem rates are enclosed.

To expedite the issuance of your contract, please review and complete the enclosed ABC-OTS Grant Program Information Sheet. In addition, we will also need a resolution from your agency's governing body. Since these resolutions must be put on calendar, we ask that you do so as soon as possible.

Please mail, fax, or email this information to our Grant Coordinator; Diana Fouts-Guter, at 3927 Lennane Drive, Suite 100, Sacramento, CA 95834, Fax: (916) 928-7625, or at Diana.fouts-guter@abc.ca.gov.

If you have questions, please contact Supervising Agent Jeff Gregson via email at jeff.gregson@abc.ca.gov.

We appreciate your prompt response and look forward to working with your agency.

Sincerely,

Eric Hirata
Director

Enclosures