

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



ITEM: 3.71  
(ID # 25756)

**MEETING DATE:**

Tuesday, August 27, 2024

**FROM :** SHERIFF-CORONER-PA

**SUBJECT:** SHERIFF-CORONER-PA: Accept the FY24-25 Alcohol Policing Partnership (APP) Program Funding in the Amount of \$75,000 Awarded by the California Department of Alcoholic Beverage Control; Adopt Resolution No. 2024-187, Designating the Sheriff as the Authorized Agent, and Designating the Undersheriff, Assistant Sheriff, Chief Deputy Sheriff, Deputy Director of Sheriff's Administrative Services, Captain, and Administrative Services Manager as Alternate Authorized Agents to Accept Funding for the Alcohol Policing Program (APP) from the California Department of Alcoholic Beverage Control, to Execute the APP Grant Documents and Administer the APP Grant, for the Communities Located in the Southwest Corridor of the County; Including Cities in District 1, 2, 3, and 5 [\$75,000 – 100% State Funds]; [4/5th Vote Required]

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

1. Accept the Fiscal Year 2024-25 Department of Alcoholic Beverage Control's Alcohol Policing Program Funding from the State of California in the amount of \$75,000 for the grant performance period of July 1, 2024, to June 30, 2025;

Continued on Page 2

**ACTION:** 4/5 Vote Required

  
Donald Sharp, Undersheriff 8/15/2024

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**MINUTES OF THE BOARD OF SUPERVISORS**

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

Ayes: Jeffries, Spiegel, Washington, Perez and Gutierrez  
Nays: None  
Absent: None  
Date: August 27, 2024  
xc: Sheriff

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:

2. Adopt Resolution Number 2024-187, Authorizing the Riverside County Sheriff and Other Authorized Agents to Accept Funding for the Alcohol Policing Program (APP) from the California Department of Alcoholic Beverage Control, to Execute the ABC-APP Grant Documents, and Administer the ABC-APP Grant;
3. Authorize the Sheriff, or designee, to execute the State Standard Agreement 24-APP35, and execute any related grant documents, including but not limited to, amendments, modifications, extensions, progress reports, payment requests that may be necessary for the completion and administration of the FY24-25 ABC-APP award, 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.

<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>	\$ 75,000	\$ 0	\$ 75,000	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS: 100% State Funds</b>			<b>Budget Adjustment:</b>	Yes
			<b>For Fiscal Year:</b>	24/25

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

**Prev Agn Item.: 11/07/23, 3.29**

**BR: 25-008**

**BACKGROUND:**

**Summary**

In January 2024, the Department of Alcoholic Beverage Control, Alcohol Policing Partnership (ABC-APP) released a Request for Proposals to Sheriffs and Police Chiefs in California. The purpose of the ABC-APP partnership 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. On July 5, 2023, the Riverside Sheriff's Office was awarded \$75,000 in grant funding and was approved by the Board of Supervisors on November 7, 2023 (Minute Order 3.29).

On April 1<sup>st</sup>, 2024, the Riverside Sheriff's Office Lake Elsinore Station applied for grant funding from ABC-APP to support local efforts to curb underage on-sale and off-sale establishments selling alcohol to minors outside the southwest corridor's licensing requirements. On May 19<sup>th</sup>, 2024, ABC-APP approved the Riverside Sheriff's Office proposal and awarded \$75,000 in grant funding.

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

The Lake Elsinore Station, located in the southwest corridor of Riverside County, will use the funds to prevent, educate, and enforce underage drinking laws and respond to underage alcohol-related incidents in the cities of Canyon Lake, Lake Elsinore, Temecula, Wildomar, Perris, Moreno Valley, Jurupa Valley, Eastvale, and Norco including several unincorporated communities. The grant will cover overtime expenses for attending meetings with ABC to help identify disruptive and disorderly licensed premises. Additionally, it will fund training sessions for licensees at local stations, focusing on prevention and enforcement related to the sale and consumption of alcoholic beverages.

Station personnel will establish and build partnerships with retailers through education and enforcement to mitigate common issues such as the sales of alcoholic beverages to minors using Minor Decoys, Shoulder Tap Programs, and conduct Informed Merchants Preventing Alcohol-Related Crime (IMPACT) Inspections. The primary goal of this grant is to reduce alcohol-related crimes, reduce the number of people injured or killed in alcohol-related collisions, and reduce the availability of alcohol to minors. The project will be staffed by a sworn supervisor (Sergeant) and a team of Deputy Sheriffs. It will be a minimum of two (2), or a maximum of four (4) Deputy Sheriffs 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, and enhance the Sheriff's Office's ability to prevent, educate, and enforce the area's underage drinking and alcohol-related injuries and policies.

**Additional Fiscal Information**

This grant is State funded through the Department of Alcoholic Beverage Control and is 100% reimbursable. The Sheriff's Office did not include funding for this project in the FY 24/25 budget; therefore, a Schedule A budget adjustment is attached to add \$75,000 in expenditures to the budget. No additional County general funds will be required.

**ATTACHMENTS:**

- A. Department of Alcoholic Beverage Control Grant Award Letter
- B. Resolution No. 2024-187
- C. Standard Agreement
- D. Schedule A

**SCHEDULE A.**

**BUDGET ADJUSTMENT**

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

FY 2024-2025  
Schedule A

**Increase Appropriations:**

10000-2500300000-510420	Overtime Salaries	\$ 63,000
10000-2500300000-518080	Other Budgeted Benefits	\$ 4,000
10000-2500300000-528140	Conference/Registration Fees	\$ 650
10000-2500300000-528960	Lodging	\$ 1,100
10000-2500300000-528900	Air Transportation	\$ 650
10000-2500300000-529080	Rental Vehicles	\$ 300
10000-2500300000-528980	Meals	\$ 300
10000-2500300000-526910	Field Equipment-Non Assets	\$ 2,500
10000-2500300000-523230	Miscellaneous Expenses	<u>\$ 2,500</u>
<b>Total Increase in Estimated Appropriations</b>		<b>\$ 75,000</b>

**Increase Estimated Revenue:**

10000-2500300000-755680	CA - Other Operating Grants	<u>\$ 75,000</u>
<b>Total Increase in Estimated Revenue</b>		<b>\$ 75,000</b>

*Evangelina Gregorio*  
Evangelina Gregorio 8/14/2024

*Rebecca S Cortez*  
Rebecca S Cortez, Principal Management Analyst 8/19/2024

*Aaron Gettis*  
Aaron Gettis, Chief of Deputy County Counsel 8/13/2024

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3 **RESOLUTION NO. 2024-187**

4 **AUTHORIZING THE RIVERSIDE COUNTY SHERIFF AND OTHER AUTHORIZED**  
5 **AGENTS TO ACCEPT FUNDING FOR THE ALCOHOL POLICING PROGRAM (APP)**  
6 **FROM THE CALIFORNIA DEPARTMENT OF ALCOHOLIC BEVERAGE CONTROL, TO**  
7 **EXECUTE THE APP GRANT DOCUMENTS AND ADMINISTER THE APP GRANT**  
8


9 **WHEREAS**, the Board of Supervisors of the County of Riverside desires to give the  
10 Riverside County Sheriff's Office authority for the management and administration of funds and  
11 projects related to the Alcohol Policing Program (APP) from the California Department of Alcoholic  
12 Beverage Control (ABC);

13 **WHEREAS**, the California Department of Alcoholic Beverage Control's Alcohol Policing  
14 Program has provided funding of \$75,000 for the period July 1, 2024, through June 30, 2025 to the  
15 Sheriff's Office to develop practical approaches to eliminate crime and public nuisance problems  
16 associated with alcoholic beverage outlets; and

17 **WHEREAS**, the Sheriff's Office intends to use this funding to staff a Sergeant, Lieutenant,  
18 and a minimum of two (2) or a maximum of four (4) Sheriff's Office personnel to mitigate and  
19 reduce alcohol-related crimes; and host trainings, perform shoulder tap programs, and conduct  
20 investigations for disorderly conduct.

21 **NOW, THEREFORE, BE IT RESOLVED, DETERMINED, AND ORDERED** by the  
22 Board of Supervisors of the County of Riverside, State of California, in regular session assembled  
23 on August 27<sup>th</sup>, 2024, at 9:30 A.M., or soon thereafter in the meeting room of the Board of  
24 Supervisors located on the first floor of the County Administrative Center, 4080 Lemon Street,  
25 California, as follows:

- 26 1. The Riverside County Sheriff, or Authorized Agents, are authorized to accept funding for  
27 the California Department of Alcoholic Beverage Control Alcohol Policing Program (APP)  
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FORM APPROVED COUNTY COUNSEL  
BY:  AMRIT P. DHILLON  
DATE: 8/13/2024

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and to execute the grant agreement and related documents for the APP, and any amendments thereto, on behalf of the County of Riverside.

- 2. The Riverside County Sheriff, or Authorized Agents, shall administer the California Department of Alcoholic Beverage Control APP funds and sign all certifications, assurances, exhibits, reports, or similar documents made or required under the APP.
- 3. The individuals whose title appears below are hereby designated as Authorized Agents:

- \_\_\_\_\_ Sheriff \_\_\_\_\_, OR  
(Title of Authorized Agent)
- \_\_\_\_\_ Undersheriff \_\_\_\_\_, OR  
(Title of Authorized Agent)
- \_\_\_\_\_ Assistant Sheriff \_\_\_\_\_, OR  
(Title of Authorized Agent)
- \_\_\_\_\_ Chief Deputy Sheriff \_\_\_\_\_, OR  
(Title of Authorized Agent)
- \_\_\_\_\_ Deputy Director, Sheriff Administrative Services \_\_\_\_\_, OR  
(Title of Authorized Agent)
- \_\_\_\_\_ Captain \_\_\_\_\_, OR  
(Title of Authorized Agent)
- \_\_\_\_\_ Administrative Services Manager \_\_\_\_\_  
(Title of Authorized Agent)

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

2  
3 RESOLUTION NO. 2024-187

4 AUTHORIZING THE RIVERSIDE COUNTY SHERIFF AND OTHER AUTHORIZED  
5 AGENTS TO ACCEPT FUNDING FOR THE ALCOHOL POLICING PROGRAM (APP)  
6 FROM THE CALIFORNIA DEPARTMENT OF ALCOHOL BEVERAGE CONTROL, TO  
7 EXECUTE THE APP GRANT DOCUMENTS AND ADMINISTER THE APP GRANT

8  
9 ROLL CALL:

10  
11 Ayes: Jeffries, Washington, Spiegel, Perez, and Gutierrez

12 Nays: None

13 Absent: None

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15  
16 The foregoing is certified to be a true copy of a resolution duly adopted by said Board of  
17 Supervisors on the date therein set forth.

18  
19 KIMBERLY A. RECTOR, Clerk of said Board

20  
21 By: \_\_\_\_\_



Deputy

**DEPARTMENT OF ALCOHOLIC BEVERAGE CONTROL**

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



May 17, 2024

Sheriff Donald Sharp  
Riverside County Sheriff's Office  
4095 Lemon Street, 2<sup>nd</sup> Floor  
Riverside, CA 92501

Dear Chief Sharp:

Congratulations! Your agency has been selected by the Department of Alcoholic Beverage Control (ABC) to receive a 2024/2025 Alcohol Policing Partnership (APP) grant. We look forward to working with your department to meet the goals and objectives in your proposal.

A grant agreement will be forthcoming in the next couple of weeks which requires a resolution from your agency's governing body. A sample resolution was included in the Request for Proposal packet. **Due to the fact that these resolutions typically have to be on your governing body's calendar, we ask that you do so as soon as possible.**

We will be hosting a two and half day training conference beginning at 8:30 am on July 8, 2024 and ending at approximately 12:00 pm on July 10, 2024. This conference offers valuable training in alcohol enforcement and serves as an excellent opportunity for the representatives from your agency to meet our ABC staff and share information with other law enforcement agencies from across the State.

This year the conference will be held at the Courtyard by Marriott Sacramento Cal Expo located at 1782 Tribute Road, Sacramento, CA 95815. The conference will accommodate up to two sworn attendees from each agency. It is recommended that your sworn Project Director and an officer/deputy assigned to the grant program attend. There is a \$325 registration fee per person to attend the conference. This fee is reimbursable through the grant.

A block of rooms at the state rate has been reserved at the Courtyard by Marriott Sacramento Cal Expo and Fairfield by Marriott Sacramento Cal Expo. These rates will be available until the block of rooms sell out or until the reservation cut-off date of June 7, 2024. Please see registration form for hotel booking information. **Please note that all attendees must make reservations by the hotel deadline of June 7, 2024.**

Due to the short time frame for registering for the conference, your prompt attention is greatly appreciated. Please find enclosed with this letter the APP Conference Registration form to be completed and returned as soon as possible.

If you have any questions, please email Kristine Okino, Grant Coordinator at [Kristine.okino@abc.ca.gov](mailto:Kristine.okino@abc.ca.gov).



Sincerely,

A handwritten signature in black ink that reads "J. McCullough" with a long, sweeping horizontal flourish extending to the right.

Joseph McCullough  
Director

Cc: Cpt. Jim Rayls, Project Director

\* **Please note:** All travel expenses seeking reimbursement through the grant must follow the CA State travel policy which can be found here: <https://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx>

CLERK'S COPY

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

**STANDARD AGREEMENT**

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER <b>24-APP35</b>	to Riverside County Clerk of the Board, Stop 1010 Post Office Box 1147, Riverside, Ca 92502-1147 Thank you.	PURCHASING AUTHORITY NUMBER (If Applicable) <b>ABC-2100</b>
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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 Office - Lake Elsinore

2. The term of this Agreement is:

START DATE

July 1, 2024

THROUGH END DATE

June 30, 2025

3. The maximum amount of this Agreement is:

\$75,000.00 Seventy five thousand 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	2
Exhibit B	Budget Detail and Payment Provisions	3
Exhibit C *	General Terms and Conditions	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 Sheriff's Office - Lake Elsinore

CONTRACTOR BUSINESS ADDRESS

4095 Lemon Street, 2nd Floor

CITY

Riverside

STATE

CA

ZIP

92501

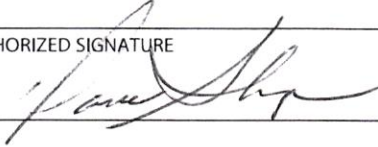
PRINTED NAME OF PERSON SIGNING

Donald Sharp

TITLE

Under Sheriff

CONTRACTOR AUTHORIZED SIGNATURE



DATE SIGNED

8-8-24

**STATE OF CALIFORNIA**

CONTRACTING AGENCY NAME

Department of Alcoholic Beverage Control

CONTRACTING AGENCY ADDRESS

3927 Lennane Drive

CITY

Sacramento

STATE

CA

ZIP

95834

PRINTED NAME OF PERSON SIGNING

Pattye Baker

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:  8/7/2024  
AMRIT P. DHILLON DATE

AUG 27 2024 3.71

## **EXHIBIT A SCOPE OF WORK**

### **I. SCOPE OF WORK**

- Contractor agrees to implement the Department of Alcoholic Beverage Control (ABC), Alcohol Policing Partnership program. This program is intended to work with law enforcement agencies to develop an effective, comprehensive and strategic approach to eliminate the crime and public nuisance problems associated with problem alcoholic beverage outlets.
- Contractor agrees to implement ABC's 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(s), enforcement intervention and the impressions of omnipresence of law enforcement. In addition, Contractor agrees to the following goals:
  1. The operation period of the grant is July 1, 2024 through June 30, 2025.
  2. 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.
  3. Minor Decoy operations are designed to educate and deter licensed locations from selling/furnishing alcohol to minors. Contractor agrees to conduct Minor Decoy Operations at both "On-Sale" and "Off-Sale" licensed establishments within the operation period of the grant.
  4. Shoulder Tap operations are used to detect and deter adult furnishers outside of a licensed business. Contractor agrees to conduct Shoulder Tap Operations at "Off-Sale" licensed locations 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.
  5. Informed Merchants Preventing Alcohol-Related Crime Tendencies (IMPACT) primary goal is to educate licensee's 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.

### **II. GOALS AND OBJECTIVES**

1. Conduct at least five (5) Minor Decoy operations.
2. Conduct at least five (5) Shoulder Tap operations, including the Statewide Shoulder tap.
3. Conduct at least six (6) IMPACT operations.

4. Conduct at least two (2) After Hours/Disorderly operations.
5. Facilitate at least six (6) Briefing trainings.
6. Facilitate at least two (2) online LEAD Training via notifications.
7. Provide some press/social media releases on grant enforcement activities.
  - A. To announce the start of the program;
  - B. At the conclusion of each Minor Decoy Operation has been held (to announce the number of licensed premises who sold to the minor decoy)
  - C. At the conclusion of each Shoulder Tap Operation has been held (to announce the number of adults arrested for purchasing alcoholic beverages for the decoy).
8. Contractor will fax (916) 419-2599 or email each press release to the Department's Public Information Officer ([pio@abc.ca.gov](mailto:pio@abc.ca.gov)) as soon as it is released.
9. 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 Alcohol Policing Partnership."

Contractor agrees to complete and submit monthly reports, on a format designed and provided by the Department of Alcoholic Beverage Control due no later than 15<sup>th</sup> of the following month.

### III. PROJECT REPRESENTATIVES

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

Riverside Sheriff's Office  
Jim Rayls, Captain  
333 Limited Avenue  
Lake Elsinore, CA 92530  
(951) 245-3300  
[jrayls@riversidesheriff.org](mailto:jrayls@riversidesheriff.org)

Department of Alcoholic Beverage Control  
Brandon Shotwell, Supervising Agent in Charge  
3927 Lennane Drive, Suite 100  
Sacramento, CA 95834  
(916) 419-2329  
[Brandon.shotwell@abc.ca.gov](mailto:Brandon.shotwell@abc.ca.gov)

Direct all fiscal inquiries to:

Riverside Sheriff's Office  
Claudia Preciado-Arroyo, Deputy Director  
4095 Lemon Street, 3<sup>rd</sup> Floor  
Riverside, CA 92501  
(951) 955-6152  
[cpreciad@riversidesheriff.org](mailto:cpreciad@riversidesheriff.org)

Department of Alcoholic Beverage Control  
Kristine Okino, Grant Coordinator  
3927 Lennane Drive, Suite 100  
Sacramento, CA 95834  
[Kristine.okino@abc.ca.gov](mailto:Kristine.okino@abc.ca.gov)

## 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 monthly payment of approved reimbursable costs per the Budget Detail of personnel overtime and benefits (actual cost) and/or allowable costs.
- Invoices shall clearly reference this contract number (24-APP35) and must not exceed the contract total authorized amount of \$75,000.00. Invoices are to be submitted by the 15<sup>th</sup> of every month, on the prescribed form designed by the Department of Alcoholic Beverage Control.

Submit to: Department of Alcoholic Beverage Control  
Attn: Kristine Okino, Grant Coordinator  
3927 Lennane Drive  
Sacramento, California 95834

- Payment shall be made in arrears within 30 days from the receipt of an undisputed invoice. Nothing contained herein shall prohibit advance payments as authorized by Item 2100-101-3036, Budget Act, Statutes of 2024.
- Contractor understands in order to be eligible for reimbursement; cost must be incurred on or after the effective date of the project, July 1, 2024 and on or before the project termination date, June 30, 2025.
- Revisions to the "Scope of Work" and the "Budget Detail" may be requested by a change request letter submitted by the Contractor. If approved, the revised Grant Scope of Work and/or Budget Detail supersedes and replaces the previous grant and will initiate an amendment. No revisions can exceed allotted amount as shown on the Budget Detail. The total amount of the grant must remain unchanged.
- 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.
- 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.
- 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 grant unless the State otherwise directs.
- 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 this grant in any media.

**II. BUDGET DETAIL**

<b>COST CATEGORY</b>	<b>TOTAL COST</b>
<b>A. Personnel Services</b>	
<u>Overtime</u>	
Sheriff (\$86.76/hourly)	\$41,669.00
Sergeant (\$118.07/hourly)	\$11,000.00
Lieutenant (\$122.70/hourly)	\$9,000.00
Accounting Site Supervisor (\$55.47/hourly)	\$1,331.00
Benefits – (6.628%)	\$4,000.00
<b>TOTAL Personnel</b>	<b>\$67,000.00</b>
<b>B. Operating Expenses (receipts required)</b>	
Buy money	\$2,500.00
<b>TOTAL Operating</b>	<b>\$2,500.00</b>
<b>C. Equipment (receipts required, must be purchased by 12/31)</b>	
Portable recording device	\$2,500.00
<b>TOTAL Equipment</b>	<b>\$2,500.00</b>
<b>D. Travel Costs</b>	
Registration, hotel, per diem	\$3,000.00
<b>TOTAL Travel</b>	<b>\$3,000.00</b>
<b>GRANT TOTAL</b>	<b>\$75,000.00</b>

### **III. 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.

### **IV. 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

1. **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.
2. **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.
3. **Contract Validity:** This contract is valid and enforceable only if adequate funds are appropriated in Item 2100-101-3036, Budget Act of 2024, 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: <https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language>
5. If the State determines that the grant project is not achieving its goals and objectives on schedule, funding may be reduced by the State to reflect this lower level of project activity and/or cancel the agreement.