

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

AGREEMENT NUMBER

**18G-LA39**

REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

DEPARTMENT OF ALCOHOLIC BEVERAGE CONTROL

CONTRACTOR'S NAME

City of Riverside through the Riverside Police Department

2. The term of this Agreement is: July 1, 2018 through June 30, 2019

3. The maximum amount of this Agreement is: \$ 54,247

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work 4 page(s)

Exhibit B – Budget Detail and Payment Provisions 3 page(s)

Exhibit C\* – General Terms and Conditions GTC 04/2017

Check mark one item below as Exhibit D:



Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement)

1 page(s)



Exhibit - D\* Special Terms and Conditions

Exhibit E – Additional Provisions

page(s)

Items shown with an Asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto.  
These documents can be viewed at [www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx](http://www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx)

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

**CONTRACTOR**

California Department of General  
Services Use Only

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

City of Riverside through the Riverside Police Department

BY (Authorized Signature)

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Sergio G. Diaz, Chief

ADDRESS

4102 Orange Street  
Riverside, CA 92501

**STATE OF CALIFORNIA**

AGENCY NAME

Department of Alcoholic Beverage Control

BY (Authorized Signature)

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Patty Nelson, Chief, Business Management Branch

ADDRESS

3927 Lennane Drive, Suite 100, Sacramento CA 95834

☒ Exempt per: SCM 4.04.(A)(3)

## SCOPE OF WORK

### **I. SUMMARY**

The Riverside Police Department (RPD) has enriched its organizational structure over the years. The five-year Strategic Plan provides an opportunity for the police department to redefine the organizational direction and purpose, identify issues and set priorities, focus resources on specific target areas, and establish accountability for achieving goals. The department recognizes the importance of involving the community to help combat crime and increase the quality of police services. RPD is a team-enforcement oriented agency that combines a close partnership with the community and a policy of enforcement oriented police work to build a stronger and safer city.

The department is comprised of 358 sworn police employees and 146 civilian employees serving a population of approximately 324,722. The administration staff consists of 2 Deputy Chiefs, 4 Captains, 20 Lieutenants, and a civilian manager assisting the Chief of Police. The department divisions are Administrative (Personnel, Communications, and Internal Affairs), Operations (Traffic, General and Special Investigations, Special Operations) and Community Services Bureau.

The City of Riverside represents a diverse community. According to the United States Census Bureau, the city's demographic estimates reported in 2016 are: White – 56.5%, Hispanic or Latino 49%, Some Other Race -22.4%, Asian – 7.4%, Black or African American – 7%, American Indian/Alaska Native – 1.1%, and Native Hawaiian/Other Pacific Islander – 0.4%.

Riverside is the largest city in the County of Riverside. Also, the City has the largest number of Alcoholic Beverage Control (ABC) licenses; consisting of 260 on-sale retail licenses and 189 off-sale retail licenses, totaling 449 within the City. The Riverside Police Department is requesting \$54,247 in grant funding to increase educational efforts and enforcement activity in managing ABC related problems and incorporate ABC related issues in our community-policing model.

It is the goal of the Riverside Police Department to align with the Department of Alcoholic Beverage Controls' acquisition against problem liquor establishment by implementing the following goals:

1. Maintain close working relationships between the ABC district office and RPD.
2. Increase enforcement strategies to identify problem alcohol establishments and outlets involved in illegal narcotics activity or employees using establishments for illegal activity.
3. Address underage alcohol issues by conducting Minor Decoy and Shoulder Tap enforcement operations, and provide community education presentations.
4. Continue training efforts by incorporating ABC related issues into community policing by educating, involving the community and media in resolving alcohol/narcotics related issues and training law enforcement personnel.

### **II. PROBLEM STATEMENT**

Alcohol use constitutes one of the most serious public health issues for young people in the United States (SAMSHA, 2016). Health, social and economic problems result from the use of alcohol by youth. Underage drinking is a causal factor in a host of serious problems, including homicide, suicide, traumatic injury, drowning, and alcohol poisoning.

## Exhibit A

Riverside has a large student population with nine high schools, four continuation high schools, and the Bureau of Indian Affairs High School. Riverside also has six internationally recognized universities and colleges: University of California, Riverside, California Baptist University, La Sierra University, California Southern Law, Kaplan College, and Riverside City College. The combined high school and college student population is approximately 83,600 students.

The city continues to have several problem areas as a result of the 449 active licensed establishments. Portions of these licensees are located in concentrated areas adjacent to the downtown area, universities, and housing occupied by students. Riverside is divided into four Neighborhood Policing Centers: North, East, West, and Central; however, three areas are of concern. In the East area resides the University of California, Riverside with approximately 23,000 students. Addressing and reducing underage and young adult alcohol issues is one of the major goals of the Riverside Police Department. The downtown area had several ABC licensed premises congregated within the Downtown Entertainment District; in 2017, 647 calls for service for drunk in public offenses were reported.

In the past, resources have been directed to calls for service, rather than proactive enforcement necessary to impact problematic premises. Calls for service for these establishments are still high, and many are related to serious violent crimes such as Homicide, Rape, Robbery and Aggravated Assault. Continued enforcement, inspections, and training will help to reduce the crime and incidents associated with these locations.

Previously, the Riverside Police Department and the Department of Alcoholic Beverage Control's investigations have been focused on disorderly licensed establishments. The Vice Unit, in collaboration with the Narcotics Unit, will continue to work closely with ABC investigators to proactively address and expand their enforcement efforts in the area of use and sales of illegal narcotics in and around on-sale licensed establishments. The focus will be on problematic establishments that may be suspected of allowing narcotic and prostitution transactions within their location. The Vice Unit proposes to maintain working full-time with the Narcotics Unit to conduct surveillance and drug buys in addition to enforcing alcohol-related crime. The undercover operations will be based on information received from anonymous sources, citizens' complaints, and other investigative techniques. Due to the vast experience of the Narcotics Unit and their established Intel, the inclusion of the unit will be extremely important for disorderly licensed establishments.

Grant funds have been extremely beneficial to the department and the community. In 2017, there were 21 arrests, which declined dramatically by 70% compared to 30 arrests in 2016, due to the proactive ABC Enforcement Program. We are requesting GAP funding to continue our efforts of enforcement through the TRACE, IMPACT Inspections, Shoulder Tap and Minor Decoy Programs. This will allow the department to continue enforcement to address the issue of underage and young adult alcohol use.

Between January 1, 2017 and December 31, 2017, there were 618 DUI arrests in the City of Riverside, a decrease of 9.1% from 2016. During this same time frame, there were four alcohol-related fatal collisions. The number of alcohol-related collisions decreased from 2017, which may be attributed to our collaboration with ABC and the Office of Traffic Safety. It is our belief that the continued and consistent operations in targeting problematic ABC licensed establishments will help to reduce further alcohol-related incidents and save lives.

## Exhibit A

Sustained funding from the Office of Traffic Safety has allowed for enforcements concentrated in DUI saturation patrols and checkpoints. Riverside Police Department has obtained additional funding that will assist in the intervention approach to reduce underage drinking. The California Highway Patrol Every 15 Minute grant will provide funds to conduct a 2-day program focusing on teenagers and challenging them to think about drinking, driving and personal safety. The combination of deterring adults from purchasing alcohol for minors, reducing licensees from selling to minors, and implementing school-based prevention programs will help to reduce the problems that accompany alcohol use by young people.

The Riverside Police Department is dedicated to assisting the ABC Riverside office, which currently has only two agents assigned to the area. ABC has provided an abundance of knowledge and guidance in handling licensing related issues. The assigned ABC agent has stated that RPD did an exceptional job with some of the highest statistics in the County. Due to our experience, RPD would like to continue this collaboration and make a significant impact in addressing alcohol-related problems.

### **III. PROJECT DESCRIPTION**

The goals and objectives of this project are to fund and sustain operations and programs that will aid in reducing youths engaging in underage alcohol use.

#### **A. Maintain close working relationships with the ABC District Office and the Riverside Police Department.**

1. Meet with ABC District Office no less than once a month to identify disruptive and disorderly licensed premises or when our assistance could be beneficial during special event enforcements.
2. Notify ABC District Office of all DUI checkpoints scheduled in the City. The RPD has received additional grant funding from the Office of Traffic Safety to conduct **7 Checkpoints** through September 2018. We have also applied for future grant funding to conduct additional checkpoints for the 2018-19 fiscal years. The Selective Traffic Enforcement Program provides funding for checkpoints and DUI saturation patrols within the city and county to reduce alcohol-involved fatalities and raise general public awareness regarding the problems associated with drinking and driving.
3. Continue providing a direct routing system to get all alcohol-related police reports to ABC.

#### **B. Increase enforcement strategies to identify target problem areas.**

1. Conduct **4 IMPACT** inspections during the grant period, contacting between 10-12 ABC licensed facilities during each inspection, to educate and ensure compliance with State and local laws.
2. Continue monthly joint Riverside Police Department Vice/ABC Investigator collaboration to focus on specific problematic ABC licensees as a result of IMPACT inspections.
3. In conjunction with ABC conduct **2 Trap Door** programs at various bars in the downtown area. The downtown area saw an increase in crimes related to public intoxication, robberies, and assaults. In 2017, the Riverside Police Department had 5,477 calls for service in the downtown area, including 1,748 calls near bars in the area.
4. Conduct undercover surveillance and investigation to identify and address narcotics-related issues in and around ABC licensed establishments.

## Exhibit A

### **C. Address underage alcohol issues using ABC Special Programs.**

1. Conduct **5 Minor Decoy** program operations during the program period to check whether licensees are selling alcohol to minors.
2. Conduct **5 Shoulder Tap** operations during the program period to solicit persons to purchase and furnish minors with alcoholic beverages.
3. Conduct **8 Undercover Operations** in collaboration with the Narcotics Unit to address the use and sales of narcotics in on-sale licensed establishments.
4. Work closely with ABC on implementing the TRACE program by notifying ABC of any incident involving underage drinking that result in death or serious injury so that ABC can conduct an investigation to determine where the alcoholic beverage was acquired, purchased, or severed.

### **D. Continue training and educational efforts.**

1. Conduct in-depth ABC training for all RPD patrol and traffic officers, and Vice and Narcotics personnel. In addition, conduct quarterly Vice/ABC training for RPD personnel on alcohol-related issues, state laws, response and reporting requirements.
2. Utilize our local ABC officer to conduct **2 LEADS** training events for our local ABC licensed establishments.
3. The Vice Unit will provide Roll Call training during normal working hours.

In summary, the Riverside Police Department is proposing to address underage drinking and combat alcohol-related crimes by IMPACT inspections, continued Minor Decoy and Shoulder Tap operations, Undercover (UC) operations, and Trap Door programs. Also, RPD will enhance their efforts by conducting undercover surveillance and investigation for illegal drug and prostitution crimes in and around licensed locations. An integral component of the proposal includes training officers and the community (LEADS training) on alcoholic beverage control education, prevention, and enforcement measures. Finally, maintaining excellent communications and collaboration with the local ABC investigator will be a key element in a successful program.

## **IV. PROJECT PERSONNEL**

The ABC GAP grant project will be under the responsibility of the Vice Unit, which is part of the Special Investigations Division. This division has the responsibility for investigating illegal gambling operations, prostitution and pimping, complaints of lewd acts in public, and compliance with license conditions.

Currently, the Vice Unit is comprised of Lieutenant Val Graham with 26 years of law enforcement experience, Sergeant Chad Collopy with 17 years-experience, Detective James Barrette with 24 years, Detective Lori Blaszak with 14 years, and Detective Josh Sturdavant with 13 years. The total years of combined experience have made the Vice Unit a model for other agencies and they have been invited to share past investigations and their innovative ideas with other investigators in the county. In addition, the department has a grant administrator, Angie King, with over 22 years of administrative experience who has knowledge in managing both State and Federal grants including California Office of Traffic Safety, California Office of Emergency Services, and Department of Justice Programs. All grant audits, monitoring, and reporting compliance have been conducted with successful results.

# BUDGET DETAIL

Exhibit B

BUDGET CATEGORY AND LINE-ITEM DETAIL	COST (Round budget amounts to nearest dollar)
<b>A. Personnel Services (Straight Time Salaries, Overtime, and Benefits)</b>	
<b>A.2 Overtime:</b> <u>IMPACT</u> – 1 Sergeant and 3 Detectives (5 hours each operation): 4 operations @ \$1,624 per operation <u>Minor Decoy</u> – 1 Sergeant and 3 Detectives (5 hours each operation): 5 operations @ \$1,624 per operation <u>Trap Door</u> – 1 Sergeant and 3 Detectives (4 hours each operation): 2 operations @ \$1,299 per operation <u>Shoulder Tap</u> – 1 Sergeant and 3 Detectives ( 5 hours each operation): 5 operations @ \$1,624 per operation <u>UC Operation</u> – 1 Sergeant, 3 Detectives, and 4 Traffic Officers (5 hours each operation): 8 operations @ \$3,139 per operation <u>LEADS</u> – 2 Detectives: 4 hours each x 2 classes @ \$81.30 OT rate	\$6,496 \$8,120 \$2,598 \$8,120 \$25,112 \$1,301
<b>TOTAL PERSONNEL SERVICES</b>	\$51,747
<b>B. Operating Expenses (maximum \$2,500)</b>	
<b>TOTAL OPERATING EXPENSES</b>	0
<b>C. Equipment (maximum \$2,500)</b> (Attach receipts for all equipment purchases to monthly billing invoice)	
<b>TOTAL EQUIPMENT</b>	0
<b>D. Travel Expense/Registration Fees (maximum \$2,500)</b> (Registration fee for July 2018 GAP Conference attendee is \$325 each)  Registration for July 2017 GAP Conference: 2 attendees at \$275 each Travel expense for 2 attendees includes: Airfare (if needed), lodging, and per diem	\$650 \$1,850
<b>TOTAL TRAVEL EXPENSE</b>	\$2,500
<b>TOTAL BUDGET DETAIL COST, ALL CATEGORIES</b>	\$54,247

## 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**

## **Exhibit B**

Page 2 of 2

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.