

1 RESOLUTION NO.

2 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVERSIDE,
3 CALIFORNIA AUTHORIZING THE CITY MANAGER TO EXECUTE THE
4 STANDARD AGREEMENT CONTRACT WITH THE DEPARTMENT OF
ALCOHOLIC BEVERAGE CONTROL FOR THE ALCOHOL POLICING
PARTNERSHIP PROGRAM (APP)

5 WHEREAS, the City of Riverside, by and through the Riverside Police Department ("RPD"),
6 desires to undertake IMPACT inspections, Minor Decoy, Trap Door, Shoulder Tap operations,
7 conduct surveillance and investigations of criminal activity in and around licensed premises, and train
8 RPD officers and the community (LEADS training) in prevention and enforcement measures in
9 collaboration with the Department of Alcoholic Beverage Control investigators, to be funded in part
10 from funds made available through the Alcohol Policing Partnership Program (APP) administered by
11 the Department of Alcoholic Beverage Control ("ABC").

12 NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Riverside,
13 California, as follows:

14 Section 1: That the City Manager of the City of Riverside, or his or her designee, is authorized
15 to execute on behalf of the City Council the Standard Agreement contract ("contract") which is hereto
16 attached as Attachment "A".

17 Section 2: It is agreed that any liability arising out of the performance of the contract, including
18 civil court actions for damages, shall be the responsibility of the grant recipient and the authorizing
19 agency. The State of California and ABC disclaim responsibility for any such liability.

20 Section 3: Grant funds received hereunder shall not be used to supplant expenditures controlled
21 by this body.

22 Section 4: It is also agreed that this award is not subject to local hiring freezes.
23

24 ADOPTED by the City Council this _____ day of _____, 2020.
25

26 _____
27 WILLIAM R. BAILEY, III
Mayor of the City of Riverside

28 Attest:

COLLEEN J. NICOL
City Clerk of the City of Riverside

I, Colleen J. Nicol, City Clerk of the City of Riverside, California, hereby certify that the foregoing resolution was duly and regularly adopted at a meeting of the City Council of said City at its meeting held on the _____ day of _____, 2020, by the following vote, to wit:

Ayes:

Noes:

Absent:

Abstain:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Riverside, California, this _____ day of _____, 2020.

COLLEEN J. NICOL
City Clerk of the City of Riverside

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 03/2019)

AGREEMENT NUMBER

20-APP35

PURCHASING AUTHORITY NUMBER (If Applicable)

ABC-2100

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

CONTRACTING AGENCY NAME

Alcoholic Beverage Control

CONTRACTOR NAME

City of Riverside through the Riverside Police Department

2. The term of this Agreement is:

START DATE

July 1, 2020

THROUGH END DATE

June 30, 2021

3. The maximum amount of this Agreement is:

\$ 58,262.00 Fifty eight thousand two hundred sixty two 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	3
Exhibit C *	General Terms and Conditions	4
+ - Exhibit D	Special Terms and Conditions	1
+ - Attachment RFP	RFP Scope of Work	6

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.)

City of Riverside through the Riverside Police Department

CONTRACTOR BUSINESS ADDRESS

4201 Orange Street

CITY

Riverside

STATE

CA

ZIP

92501

PRINTED NAME OF PERSON SIGNING

Larry V. Gonzalez

TITLE

Chief of Police

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 03/2019)

AGREEMENT NUMBER

20-APP35

PURCHASING AUTHORITY NUMBER (If Applicable)

ABC-2100

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

Alcoholic Beverage Control

CONTRACTING AGENCY ADDRESS

3927 Lennane Drive, Suite 100

CITY

Sacramento

STATE

CA

ZIP

95834

PRINTED NAME OF PERSON SIGNING

Patty Nelson

TITLE

Chief, Business Management Branch

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

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, 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, 2020 through June 30, 2021.
 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 four (4) IMPACT operations, contacting between 10-12 ABC licensed establishments during each operation, to educate and ensure compliance.
2. Conduct at least four (4) Trap Door operations at various bars in the downtown area.
3. Conduct at least eight (8) Minor Decoy operations
4. Conduct at least four (4) Shoulder Tap operations

5. Conduct at least eight (8) undercover operations
6. Conduct at least two (2) general enforcement operations addressing alcohol related violations in and around on-sale and off-sale licensed establishments.
7. Conduct at least one (1) general enforcement operation in collaboration with Downtown Entertainment Task Force to address issues with over-serving of alcohol and underage drinking at on-sale licensed establishments. This will also include alcohol-related violations related to underage drinking and public consumption in and around city parks, school zones and off-sale licensed establishments.
8. Conduct at least two (2) In-house Roll Call trainings.
9. Send out notification to local ABC licensed establishments at least two (2) times about the Online LEAD program
10. Issue at least two (2) press releases regarding special enforcement operations and other activities under this grant

Contractor agrees to issue press releases as follows:

- 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).
11. Contractor will fax (916) 419-2599 or email each press release to the Department's Public Information Officer (John.carr@abc.ca.gov) as soon as it is released.
 12. 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 15th of the following month.

III. PROJECT REPRESENTATIVES

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

Riverside Police Department
Chad Collopy, Sergeant
10540 Magnolia Ave., Suite B
Riverside, CA 92505
(951) 353-7218
ccollopy@riversideca.gov

Department of Alcoholic Beverage Control
Oscar Zapata, APP Agent
3927 Lennane Drive, Suite 100
Sacramento, CA 95834
(818) 335-2253
oscar.zapata@abc.ca.gov

Direct all fiscal inquiries to:

Riverside Police Department
Linda Fonze, Police Administrator
4201 Orange Street
Riverside, CA 92501
(951) 826-5521
lfonze@riversideca.gov

Department of Alcoholic Beverage Control
Kristine Okino, Grant Coordinator
3927 Lennane Drive, Suite 100
Sacramento, CA 95834
(916) 419-2572
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 (20-APP35) and must not exceed the contract total authorized amount of \$58,262.00. Invoices are to be submitted on a monthly basis, 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, Suite 100
 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 2021.
- Contractor understands in order to be eligible for reimbursement; cost must be incurred on or after the effective date of the project, July 1, 2020 and on or before the project termination date, June 30, 2021.
- 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

COST CATEGORY	TOTAL COST
A. Personnel Services	
<u>Overtime</u>	
Sergeant and Detectives	\$58,262.00
Benefits – n/a	\$0.00
TOTAL Personnel	\$58,262.00
B. Operating Expenses (attach receipts)	
n/a	\$0.00
TOTAL Operating	\$0.00
C. Equipment (attach receipts)	
n/a	\$0.00
TOTAL Equipment	\$0.00
D. Travel Costs	
n/a	\$0.00
TOTAL Travel	\$0.00
GRANT TOTAL	\$58,262.00

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.
- Due to current and on-going fiscal uncertainty caused by the COVID-19 crisis, the grantee may spend no more than fifty percent (50%) of the grant amount without prior written authorization from the Department. The Department intends to authorize expenditures beyond the amount of fifty percent (50%) should its fiscal condition allow.

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


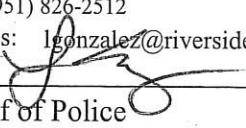

1. **Disputes:** Any disputes concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the Director, Department of Alcoholic Beverage Control, or designee, who shall reduce his decision in writing and mail or otherwise furnish a copy thereof 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 2021, 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.



State of California
Department of Alcoholic Beverage Control
Alcohol Policing Partnership Program

PROPOSAL COVER SHEET

(TO BE COMPLETED BY APPLICANT AGENCY)

1. Name of Applicant Agency: Riverside Police Department	
2. Description of Applicant Agency: Provide your city or county and a brief summary of department size, staffing, and structure. <p>The City of Riverside serves a population of approximately 330,063 and is the 12th most populous city in the state. Riverside was incorporated in 1893; the city is located 60 miles east of Los Angeles and 90 miles north of Mexico. The Department consists of 373 sworn positions and 152 civilian employees. The administrative staff consists of 1 Police Chief, 2 Deputy Chiefs, 4 Captains, 19 Lieutenants, and one civilian to assist the Chief of Police. Department divisions include Chief's Office, Community Services, Support Services, Communications, Administrative Services, Field Operations, and Investigations.</p>	
3. Number of Licenses in Project Area: 451	4. Population of Service Area: 330,080
5. Project Description: Provide a list of your project's goals and objectives and briefly summarize. <p>The Riverside Police Department proposes to combat alcohol-related crimes through IMPACT inspections, Minor Decoy, Trap Door, and Shoulder Tap operations. In addition, the Department will conduct surveillance and investigations of illegal crimes in and around problematic licensed premises. An integral component of the proposal includes training officers and the community (LEADS training), prevention and enforcement measures, collaboration with local ABC investigators, and maintaining excellent communication.</p>	
6. Funds Requested: \$60,762	7. Project Period: July 1, 2020 – June 30, 2021
8. Acceptance of Conditions: By submitting this proposal, the applicant signifies acceptance of the responsibility to comply with all requirements stated in the Request for Proposals. The applicant understands that ABC is not obligated to fund the project until the applicant submits correctly completed documents required for the contract.	
A. Project Director (person having day-to-day responsibility for the project)	B. Chief of Police or Sheriff (authorizing official)
Name: Chad Collopy Address: Riverside Police Department, Magnolia Station 10540 Magnolia Ave., Suite B, Riverside, CA 92505 Phone: (951) 353-7218 Fax: (951) 353-7224 EMail Address: ccollopy@riversideca.gov Signature: 	Name: Larry V. Gonzalez Address: Orange Street Station 4201 Orange St., Riverside, CA 92501 Phone: (951) 826-5940 Fax: (951) 826-2512 EMail Address: lgonzalez@riversideca.gov Signature: 
Title: Sergeant - Special Investigations	Title: Chief of Police
C. Fiscal or Accounting Official	D. ABC USE ONLY
Name: Linda Fonze Address: Orange Street Station 4201 Orange St., Riverside, CA 92501 Phone: (951) 826-5521 Fax: (951) 826-2512 EMail Address: lfonze@riversideca.gov Signature: 	<div style="font-size: 1.2em; font-weight: bold; margin-bottom: 10px;">RECEIVED</div> <div style="font-size: 1.1em; font-weight: bold; margin-bottom: 10px;">MAR 23 2020</div> <div>Dept of Alcoholic Beverage Control Admin Svcs.</div>
Title: Police Administrator	

SCOPE OF WORK

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 373 sworn police employees and 152 civilian employees serving a population of approximately 330,080 (2010 Census). The administrative staff consists of the Police Chief, 2 Deputy Chiefs, 4 Captains, 19 Lieutenants, and a civilian manager assisting the Chief of Police. The department divisions include Chief's Office, Community Services, Support Services, Administrative Services, Aviation, Communications, Field Operations, and Investigations.

The City of Riverside represents a diverse community. According to the United States Census Bureau, the city's demographic estimates reported are: White – 27.3%, Hispanic or Latino 56.1%, Some Other Race - 0.2%, Asian – 8.1%, Black or African American – 5.4%, American Indian/Alaska Native – 0.6%, Two or More Races - 2.1, and Native Hawaiian/Other Pacific Islander – 0.1%.

Riverside is the largest city in the county of Riverside. The city has the largest number of Alcoholic Beverage Control (ABC) licenses, consisting of 265 on-sale retail licenses and 186 off-sale retail licenses, totaling 451. The Riverside Police Department is requesting \$60,762 in grant funding to increase educational efforts and enforcement activity in managing ABC-related problems and incorporating 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 Control's acquisition against problem liquor establishment by implementing the following goals:

1. Maintaining close working relationships between the ABC District Office and RPD;
2. Increasing enforcement strategies to identify problem alcohol establishments and outlets involved in illegal activity or employees using establishments for illegal activity;
3. Addressing underage alcohol issues by conducting Minor Decoy and Shoulder Tap enforcement operations and providing community education presentations; and
4. Continuing training efforts by incorporating ABC-related issues into community policing by educating, involving the community and media in resolving alcohol-related issues, and training law enforcement personnel.

II. PROBLEM STATEMENT

Alcohol is the most commonly used and abused drug among youth in the United States (CDC, 2018). 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.

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 four major internationally recognized

SCOPE OF WORK

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 two-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. RPD has received additional grant funding from the Office of Traffic Safety to conduct 7 Checkpoints through September 2019. We have also applied for future grant funding to conduct additional checkpoints for the 2018-19 fiscal year. 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 four 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 2019, the Riverside Police Department had 3,430 calls for service in the downtown area, including 1,639 calls for intoxication in the area.
4. Conduct General enforcement that includes alcohol-related violations related to public consumption in and around on-sale and off-sale licensed ABC establishments.

SCOPE OF WORK

5. Conduct 2 "Drunk Decoy" operations during the grant period to check whether licensees are selling to obviously intoxicated customers.

C. Address underage alcohol issues using ABC Special Programs.

1. Conduct 8 Minor Decoy program operations during the program period to check whether licensees are selling alcohol to minors.

2. Conduct 4 Shoulder Tap operations during the program period to solicit persons to purchase and furnish minors with alcoholic beverages.

3. Conduct General Enforcement Operations in collaboration with the Downtown Entertainment District Task force to address issues with over-serving of alcohol and underage drinking at on-sale licensed establishments. This will also include alcohol-related violations related to underage drinking and public consumption in and around city parks, school zones and off-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. 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, General Enforcement operations, Drunk Decoy operations and Trap Door programs. RPD will also enhance their efforts by conducting undercover surveillance and investigation for alcohol-related disturbances and 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 RPD Vice Unit, which is part of the Special Investigation Division, will be responsible for the ABC APP grant project. This division is responsible for investigating illegal gambling operations, prostitution and pimping, complaints of lewd acts in public, and compliance with license conditions.

The Vice Unit is comprised of Lieutenant Mark Rossi with 27 years of law enforcement experience, Sergeant Chad Collopy with 19 years experience, Detective James Barrette with 26 years, Detective Lori Blaszak with 16 years, and Detective Josh Sturdavant with 15 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. The Grant will further be monitored by Linda Fonze, Police Administrator, who has 20+ years of grant and administrative experience.

BUDGET DETAIL

Exhibit B

BUDGET CATEGORY AND LINE-ITEM DETAIL	COST (Round budget amounts to nearest dollar)
A. Personnel Services (Straight Time Salaries, Overtime, and Benefits)	
A.1 Straight Time	
A.2 Overtime	
<u>IMPACT</u> – 1 Sergeant, 3 Detectives (5 hrs. each operation), 4 operations @ \$1,894 per operation	\$7,578
<u>Minor Decoy</u> – 1 Sergeant, 3 Detectives (5 hrs. each operation), 8 operations @ \$1,894 per operation	\$15,155
<u>Trap Door</u> - 1 Sergeant, 3 Detectives (4 hrs. each operation), 4 operations @ \$1,894 per operation	\$6,062
<u>Shoulder Tap</u> - 1 Sergeant, 3 Detectives (5 hrs. each operation), 4 operations @ \$1,894 per operation	\$7,578
<u>General Enforcement</u> - 1 Sergeant, 3 Detectives (5 hrs. each operation), 8 operations @ \$1,894 per operation	\$15,155
<u>Drunk Decoy</u> - 1 Sergeant, 3 Detectives (5 hrs. each operation), 2 operations @ \$1,894 per operation	\$3,789
<u>LEADS</u> – 2 Detectives; 4 hours ea. x 2 classes @ \$92.03 OT Rate	\$2,945
A.3 Benefits	
TOTAL PERSONNEL SERVICES	\$58,262
B. Operating Expenses (maximum \$2,500)	
TOTAL OPERATING EXPENSES	\$0.00
C. Equipment (maximum \$2,500) (Attach receipts for all equipment purchases to monthly billing invoice)	
TOTAL EQUIPMENT	\$0.00
D. Travel Expense/Registration Fees (maximum \$2,500) (Registration fee for July 2020 APP Conference attendee is \$325 each)	
Registration for July 2019 APP Conference – 2 attendees @ \$325/ea.	\$650
Travel expense for 2 attendees includes airfare (if needed), lodging, and per diem	\$1,850
TOTAL TRAVEL EXPENSE	\$2,500
TOTAL BUDGET DETAIL COST, ALL CATEGORIES	\$60,762

OTHER FUNDING SOURCES

Complete the following to report the total funds available to support the activities related to accomplishing the goals and objectives of the contract. In the "Grant Funds" column, report the ABC funds requested by category. In the "Other Funds" column, report all other funds available to support the project by category (if none, leave blank). Then calculate the totals by category in the "Program Total" column. Total each column down to arrive at the total program funds available.

(Round all budget amounts to the nearest dollar - No Cents.)

BUDGET CATEGORY	GRANT FUNDS	OTHER FUNDS	PROGRAM TOTAL
Personnel Services	\$58,262		\$58,262
Operating Expenses	\$0		\$0
Travel/Registration Fees	\$2,500		\$2,500
Equipment	\$0		\$0
TOTALS	\$60,762		\$60,762

This form does not become part of the contract but is required in the Request for Proposals package.