

AGREEMENT NUMBER

18G-LA14

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

County of Fresno through the Fresno County Sheriff's Office

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

3. The maximum amount of this Agreement is: **\$ 96,631**

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

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

CONTRACTOR

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

County of Fresno through the Fresno County Sheriff's Office

BY (Authorized Signature)


PRINTED NAME AND TITLE OF PERSON SIGNING

Sal Quintero, Chairperson of the Board of Supervisors of the County of Fresno

ADDRESS

**2200 Fresno Street
Fresno, CA 93721**

DATE SIGNED (Do not type)

7-10-18

STATE OF CALIFORNIA

AGENCY NAME

Department of Alcoholic Beverage Control

BY (Authorized Signature)


PRINTED NAME AND TITLE OF PERSON SIGNING

Pattye Nelson, Chief, Business Management Branch

ADDRESS

3927 Lennane Drive, Suite 100, Sacramento CA 95834

DATE SIGNED (Do not type)

8/6/18

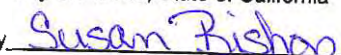
**California Department of General
Services Use Only**

☒ Exempt per: **SCM 4.04.(A)(3)**

ATTEST:

BERNICE E. SEIDEL

**Clerk of the Board of Supervisors
County of Fresno, State of California**

By 
Deputy

SCOPE OF WORK

SUMMARY

The Fresno County Sheriff-Coroner's Office is a full service professional law enforcement agency which has been protecting the citizens of Fresno County since 1856. Since that time, the Office of the Sheriff has evolved into a modern law enforcement agency, employing 1,116 employees, 416 being sworn Sheriff's Deputies. These numbers fall short of the 1244 total positions, 438 of which are sworn Sheriff's Deputies, allocated by the County of Fresno for the Sheriff-Coroner's Office. In 2015, the County Coroner's Office was integrated with the Sheriff's Office, with full authority of the Coroner's Office being turned over to the Sheriff. The Fresno County Sheriff-Coroner's Office is organized into seven bureaus which are: Patrol Bureau, Detective Bureau, Operations Support Bureau, Administrative Services, Jail Operations Bureau, Jail Administration & Programs Bureau and Jail Medical & Services Bureau. The members of the Fresno County Sheriff-Coroner's Office are responsible for providing public safety services to an area covering approximately 6,000 square miles. The County of Fresno, located within the Central San Joaquin Valley, is bordered by the mountains of the Sierras to the east and the mountains of the Pacific Coast Ranges to the west. In between you will find wide open swathes of rich agricultural land, with both small and large municipalities. With a population of approximately 979,915 residents, Fresno County's demographics are as diverse as the landscape and consist of the following ethnic backgrounds: 52% Hispanic or Latino, 30% Caucasian, 10% Asian, 6% African-American and 2% American Indian.

Within Fresno County, there are a total of 219 On-Sale licensed establishments and 324 Off-Sale licensed establishments in operation throughout the numerous incorporated and unincorporated cities of Fresno County (Excluding those establishments that fall within the City of Fresno and Clovis due to these two agencies consistently operating with an ABC grant). This number can be further broken down to strictly the unincorporated areas of Fresno County directly patrolled by the Fresno County Sheriff-Coroner's Office with 63 On-Sale and 94 Off-Sale licensees. The Fresno County-Sheriff Coroner's Office is in a unique position to assist the smaller law enforcement agencies of the many incorporated cities with conducting ABC investigations due to a long-standing close working relationship with these agencies. Many of the Chiefs from these agencies have come from the Fresno County Sheriff-Coroner's Office and have reached out directly to the Vice/Intelligence Unit to conduct ABC undercover operations within their cities.

The Fresno County Sheriff-Coroner's Office is requesting funding in the amount of \$96,631 for the 2018-2019 fiscal year. The relationship between the Fresno County Sheriff-Coroner's Office and the Department of Alcoholic Beverage Control (ABC) is an integral component in aggressively and effectively targeting alcohol related crimes in Fresno County. This funding would allow the Fresno County Sheriff-Coroner's Office to conduct numerous operations throughout Fresno County such as Shoulder Tap, Minor Decoy, Informed Merchants Preventing Alcohol-Related Crime Tendencies (IMPACT) inspections and undercover investigations of ABC licensees. With the assistance of past ABC GAP grants, the Fresno County Sheriff-Coroner's Office was able to reach out to schools and local businesses to conduct educational presentations. These presentations were found to be highly effective at increasing public awareness and an excellent source for recruiting Minor Decoys. Presentations at local universities will be an important objective for our 2018-2019 GAP grant. Additionally, the Fresno County Sheriff-Coroner's Office will continue to liaison with local law enforcement agencies to supplement their limited personnel and resources to effectively police the additional 386 ABC licensees and address identified problem locations.

SCOPE OF WORK

PROBLEM STATEMENT

The County of Fresno is vast with many incorporated municipalities separated by expansive stretches of rural agricultural or mountainous regions. There are also several unincorporated population centers such as Calwa, Caruthers, Del Rey, Easton, Laton, Malaga, Riverdale and Prather rife with ABC licensed establishments. With the funding of past ABC GAP grants, the Vice/Intelligence Unit has been able to target problem locations that have been previously identified with information provided by citizens, patrol deputies, reviewing calls for service and undercover bar inspections. A gamut of alcohol related issues and offenses such as disturbances, sales of alcohol to minors, illicit drug use or acts of violence have occurred at or around these businesses.

The Fresno County Sheriff-Coroner's Office has recovered slowly from the economic downturn of the past several years. Despite staffing levels within the Fresno County Sheriff-Coroner's Office gradually increasing, the Special Investigations Division, which includes the Vice/Intelligence Unit, is still operating with half the staff when compared to just five years ago. This reduction in staffing and resources has severely hindered the unit's ability to properly address the many areas of concern and quality of life issues affecting the citizens of Fresno County. The Vice/Intelligence Unit of the Fresno County Sheriff-Coroner's Office has been requested to specifically address ABC violations by many of the Chiefs of Police for small incorporated cities within the County. Without the support of GAP funds, the Vice/Intelligence Unit has been hard pressed to continue to provide the same level of assistance to these outlying agencies resulting in a lapse of supervision amongst the numerous licensed ABC establishments within both the incorporated and unincorporated areas of Fresno County.

Another aspect to the County of Fresno which poses a unique problem for law enforcement is policing the numerous lakes and waterways which are popular venues for recreation during summer months. There is approximately 53 square miles of lakes and waterways in Fresno County, which includes Avocado Lake, Shaver Lake, Pine Flat Lake, Huntington Lake, Millerton Lake, Kings River, San Joaquin River and the Fresno-Mendota Slough. Members of the Fresno County Sheriff-Coroner's Office Boating Enforcement Unit (BEU) are responsible for patrolling these waterways and performing lifesaving rescues. During the 2017 boating season, BEU investigated three fatal boating accidents, ten drowning deaths and four Boating Under the Influence arrests. The consumption of alcohol was a contributing factor in each of these incidents. With the assistance of GAP funds, the Vice/Intelligence unit has previously been able to purchase Intoximeter breathalyzer devices to assist the BEU in addition to providing additional personnel from the Vice/Intelligence Unit to identify intoxicated individuals on the shore and out on boats. Vice/Intelligence Detectives will be available to assist BEU this boating season with the GAP funds and plan to participate in Operation Dry Water in July 2018 which is a three day National Boating Under the Influence Awareness & Enforcement Campaign.

Since 2005, alcohol sales during sporting events at the California State University of Fresno (CSUF) have been prohibited. At the start of the 2017 season, CSUF resumed sales of alcoholic beverages at its sporting events. The Fresno County Sheriff-Coroner's Office has a long history of mutual support for the CSUF Police Department at all sporting events. The introduction of alcohol sales at sporting events will bring back a host of challenges to those attempting to prevent consumption of alcohol by minors and overdrinking by adults. Detectives from the Vice/Intelligence Unit will continue to stand side by side with CSUF Police on enforcing all alcohol related offenses on or near the CSUF campus.

SCOPE OF WORK

An additional alcohol related problem in Fresno County is underage “House or Keg Parties” that are advertised via social media sites such as Facebook, Twitter and Instagram. The location for these types of parties remain undisclosed until a short time before the party is set to begin which helps to prevent discovery by law enforcement until a call for service is received regarding a disturbance. Such parties pose a range of hazards to the attendees, property owners and community members. It is not only the convergence of minors consuming alcohol and using illicit drugs, but there are often acts of violence, sexual assaults, property crimes, DUI’s and motor vehicle accidents that occur as a consequence of these parties. In 2016, members of the Vice/Intelligence Unit in conjunction with ABC agents assisted Homicide Detectives with the investigation of a double homicide which occurred at one such party. The Vice/Intelligence Unit intends to use its resources to gather intelligence from social media sites in addition to information culled from concerned citizens to pro-actively investigate those who are planning and promoting these types of parties.

The provision of funding from the ABC Grant Assistance Program would have a huge impact for the citizens of Fresno County. The Fresno County Sheriff-Coroner’s Office would be better equipped to maintain an aggressive and proactive response toward alcohol related crimes, which in turn, results in a reduction or deterrence of other associated crimes. The Fresno County Sheriff-Coroner’s Office Vice/Intelligence Unit would be afforded the opportunity to further conduct undercover operations at CSUF football games, assist and educate local allied agencies, perform Minor Decoy & Shoulder Tap Operations, IMPACT inspections and develop intel related to social media parties. The Fresno County Sheriff-Coroner’s Office is respectfully petitioning the resources necessary to properly address these problems.

PROJECT DESCRIPTION

ABC GAP funding would enable the Fresno County Sheriff-Coroner’s Office to focus on and significantly address alcohol related problems throughout the incorporated and unincorporated areas of Fresno County. The methods and strategies implemented will be utilized throughout the 12-month grant period and will consist of proven tactics to enforce criminal and regulatory laws. The specific goals and objectives to be achieved during the 2018-2019 GAP project consist of the following:

1. Partner with local schools & community based organizations to conduct five (5) presentations regarding underage drinking
2. Conduct at minimum thirty (30) Minor Decoy Operations throughout Fresno County
3. Conduct at minimum thirty (30) Shoulder Tap Operations throughout Fresno County
4. Conduct at minimum twenty-five (25) IMPACT inspections throughout Fresno County
5. Conduct at minimum ten (10) proactive undercover & uniformed inspections of On-Sale locations
6. Seek out & assist with the investigation of one (1) social media “House or Keg Party”
7. Produce a minimum of five (5) press releases to local media
8. Assist Sheriff’s Boating Enforcement Unit on four (4) occasions with alcohol related crimes
9. Partner with CSUF PD for three (3) football home games to assist with alcohol related crimes
10. Attend six (6) briefings to educate deputies on how to perform IMPACT inspections & ABC regulations
11. Attend five (5) briefings of allied agencies to teach their officers how to perform IMPACT inspections & identify problem locations within their cities
12. Organize & host one (1) LEAD Program Class

SCOPE OF WORK

All of the goals and objectives described above would not reach their full potential without first establishing a close working relationship with the Fresno County District Attorney's Office. During the 2015-2016 GAP project, Detective Michael King with the Vice/Intelligence Unit reached out to the District Attorney's Office to discuss how best to achieve a successful prosecution and ensure these cases were handled efficiently. Detective King met with the Consumer Protection Division of the District Attorney's Office and by working together, was able to streamline the filing process which resulted in a 94% conviction rate. An additional benefit to working with the Consumer Protection Division was that they filed civil actions against the businesses for any criminal Business & Professions Codes violations. This resulted in a second layer of deterrence that put business owners on notice that such violations would not be tolerated in the County of Fresno. The Vice/Intelligence Unit will continue to work in partnership with the DA's Office Consumer Protection Division in order to safeguard that all of their hard work results in a positive case disposition.

The members of the Vice/Intelligence Unit also have a strong working relationship with the Fresno ABC Office. Vice/Intelligence detectives have worked together with agents from the Fresno ABC Office conducting undercover operations and openly sharing intelligence between the two offices regarding problem locations. In addition to assisting one another operationally, the Vice/Intelligence Unit cultivated a handful of excellent Minor Decoys during their presentations at local universities. Through their work with the Vice/Intelligence Unit, these young volunteers learned firsthand how law enforcement works. This proved to be very beneficial to many of them since they were primarily recruited from Criminology classes at CSUF. The Vice/Intelligence Unit trained these Minor Decoys and later shared them with the Fresno ABC Office and Fresno Police Department who benefited greatly from their exuberance and solid work ethic.

PROJECT PERSONNEL

The Fresno County Sheriff-Coroner's Office Vice/Intelligence Unit will be responsible for implementation, supervision, project reports and evaluation of all aspects of the ABC GAP project. The staffing required to effectively carrying out the grant activities and objectives will include the Vice/Intelligence Unit sergeant and four detectives. Sergeant Kent Jones has supervised the Vice/Intelligence Unit since 2015 and has experience managing a previous GAP project. Detectives Michael Hernandez (Deputy Sheriff III), Ervin Mathis (Deputy III), Jose Diaz (Deputy III) and Michael King (Deputy III) will be responsible for carrying out the operations required to meet the objectives and goals of the project. Detectives Mathis, Hernandez and King all have previous experience with enforcement of ABC related laws and regulations while working on a GAP project. Detective Diaz has recently transferred from the Homicide Unit to the Vice/Intelligence Unit and is eager to learn how to conduct these types of investigations.

Through education within the Fresno County Sheriff-Coroner's Office and allied agencies by the Vice/Intelligence Unit, this will act as a force multiplier throughout the County of Fresno to better enforce the laws and regulations pertinent to ABC. The experience and professionalism of the Vice/Intelligence Unit can be seen in their track record of successful prosecutions both criminally and with ABC administrative hearings. The Vice/Intelligence Unit has the background and proficiency to effectively execute the GAP project and is looking forward to this opportunity.

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 None	\$0
A.2 Overtime Sergeant Overtime Est. 250 hours @ \$76.75 per hour = \$19,188 Deputy III Overtime Est. 1000 hours @ 64.36 per hour = \$64,360	\$83,548
A.3 Benefits Sergeant – OASDI benefits estimated at 7.65% x \$19,188 = \$1467 Deputy III – OASDI benefits estimated at 7.65% x 64,360 = \$4,924	\$6,391
TOTAL PERSONNEL SERVICES	\$89,939
B. Operating Expenses (maximum \$2,500)	
Buy money for investigations consisting of Minor Decoy, Shoulder Tap and Under Cover Bar Inspections/Investigations	\$2,500
TOTAL OPERATING EXPENSES	\$2,500
C. Equipment (maximum \$2,500)	
(Attach receipts for all equipment purchases to monthly billing invoice)	
1. Sony ICDUX560 Digital Voice Recorder w/ USB at \$80 each (4)	\$320
2. Motorola Stealth Earpiece w/ PTT for APX7000 radio at \$100 each (5)	\$500
3. Panasonic Lumix DMC-ZS60 Digital Camera kit at \$325 each (4)	\$1300
4. 5.11 brand PUSH Pack at \$60 each (5)	\$300
TOTAL EQUIPMENT	\$2,420
D. Travel Expense/Registration Fees (maximum \$2,500)	
(Registration fee for July 2018 GAP Conference attendee is \$325 each)	\$650
Lodging for July 2018 GAP Conference, estimated using San Luis Obispo GSA rate at \$123/night w/ tax for 3 nights	\$738
Per Diem for July 2018 GAP Conference, estimated using San Luis Obispo GSA rate at \$64/day for 3 days	\$384
TOTAL TRAVEL EXPENSE	\$1,772
TOTAL BUDGET DETAIL COST, ALL CATEGORIES	\$96,631

PAYMENT PROVISION

Exhibit B

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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.

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).)

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.