

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 03/2019)

AGREEMENT NUMBER

19G-LA15

PURCHASING AUTHORITY NUMBER (If Applicable)

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

CONTRACTING AGENCY NAME

DEPARTMENT OF ALCOHOLIC BEVERAGE CONTROL

CONTRACTOR NAME

County of Fresno through the Fresno County Sheriff's Office

2. The term of this Agreement is:

START DATE

July 1, 2019

THROUGH END DATE

June 30, 2020

3. The maximum amount of this Agreement is:

\$98,115

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	4
Exhibit B	Budget Detail and Payment Provisions	3
Exhibit C *	General Terms and Conditions GTC 04/2017	04/2017
Exhibit D	Special Terms and Conditions	1

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

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

CONTRACTOR

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

County of Fresno through the Fresno County Sheriff's Office

CONTRACTOR BUSINESS ADDRESS

2200 Fresno Street

CITY

Fresno

STATE

CA

ZIP

93721

PRINTED NAME OF PERSON SIGNING

Nathan Magsig

TITLE

Chairman of the Brd of Supv's of the Co of Fresno

CONTRACTOR AUTHORIZED SIGNATURE



DATE SIGNED

8-6-19

ATTEST:

BERNICE E. SEIDEL

Clerk of the Board of Supervisors

County of Fresno, State of California

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

Department of Alcoholic Beverage Control

By

Susan Bishop
Deputy

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

8/15/19

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

Scm 4.06

SCOPE OF WORK

SUMMARY

The Fresno Sheriff's Office is a full service, professional law enforcement agency which has been serving the citizens of Fresno County since its establishment in 1856. Since that time, the Office of the Sheriff has evolved into a modern law enforcement agency, employing 1,152 employees, with 420 being sworn Sheriff's Deputies and 552 non-sworn Correctional Officers. The Fresno Sheriff's Office is budgeted to have 439 full time peace officer positions. Sheriff Margaret Mims was elected to office in November 2006 and was the first woman to be elected to this position in the County of Fresno. In 2018, Sheriff Mims was elected to her fourth consecutive term by the residents of Fresno County. Recently the responsibility of the Coroner's Office and Public Administrators Office were transferred to the authority of the Sheriff's Office. The Fresno Sheriff's Office is organized into seven bureaus which are: Patrol, Detective, Operations Support, Administrative Services, Jail Operations, Jail Administration & Programs and Jail Medical & Services. The members of the Fresno County Sheriff's Office are responsible for providing public safety services to an area covering over 6,000 square miles. The County of Fresno, located within the San Joaquin Valley, is bordered by the mountains of the Sierras to the east and 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 one million 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. The population of the areas directly policed by the Fresno County Sheriff's Office and the incorporated cities where the Sheriff's Office routinely conducts ABC enforcement activity is approximately 355,000 residents. This population reflects the total residents encompassed within the Project Area for the 2019-2020 Alcohol Policing Partnership Program.

Within the Project Area there are a total of 256 On-Sale and 358 Off-Sale licensed establishments in operation throughout the numerous incorporated and unincorporated cities of Fresno County (Excluding those establishments that fall within the Cities of Fresno and Clovis due to these two agencies consistently receiving an ABC Grant). The Fresno Sheriff'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 were employees from the Fresno Sheriff's Office and have reached out directly to the Vice/Intelligence Unit to conduct ABC related undercover operations within their cities.

The Fresno Sheriff's Office is requesting funding in the amount of \$98,115 for the 2019-2020 fiscal year. The relationship between the Fresno Sheriff's Office and the Department of Alcoholic Beverage Control is an integral component in proactively and effectively targeting alcohol related crimes in Fresno County. This funding would allow the Fresno Sheriff's Office to conduct numerous operations throughout the County of Fresno, such as Minor Decoy, Shoulder Tap, Informed Merchants Preventing Alcohol-Related Crime Tendencies (IMPACT) inspections and undercover investigations of ABC licensees. With the assistance of previous ABC APP grants, the Fresno County Sheriff's Office was able to reach out to schools and community-based organizations to conduct educational presentations. These presentations have proven to be highly effective at increasing public awareness and an excellent source for recruiting minor decoys. Presentations at California State University Fresno (CSUF) and other local colleges will be an important objective for our 2019-2020 APP Program. Additionally, the Fresno Sheriff's Office will continue to liaison with local law enforcement agencies to supplement their limited personnel and resources to effectively identify and resolve

SCOPE OF WORK

any concerns with problem locations within their jurisdiction. During the 2018-2019 APP grant, Vice/Intelligence detectives conducted training for ABC related issues at both Fresno Sheriff's Office and allied agencies patrol briefings. This has greatly enhanced the level of awareness by officers in the field to help identify problem locations, resulting in an increase of reporting, allowing us to swiftly address any potential issues. Based on the success of these educational briefings, we intend to double the number of briefings we will attend during the 2019-2020 grant period.

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, all rife with ABC licensed establishments. With the funding of past ABC APP grants, the Vice/Intelligence Unit has been able to target problem locations that were 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 our around these businesses.

The Fresno Sheriff's Office has recovered slowly from the economic downturn over the last several years and has seen staffing levels as a whole increase gradually. Despite the increase in department staffing, the Special Investigations Task Force, 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 Sheriff's Office has been requested to address ABC related violations by many chiefs of police for small incorporated cities within the County. Without the support of APP grant 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 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 the 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 Sheriff's Office Boating Enforcement Unit (BEU) are responsible for patrolling these waterways and performing lifesaving rescues. During the 2018 boating season, BEU investigated 4 Boating Under the Influence arrests, 2 alcohol related drownings and 1 DUI traffic accident into a canal resulting in a drowning. With the assistance of the APP grant funds, the Vice/Intelligence Unit has previously purchased an Intoximeter breathalyzer to assist BEU and provide detectives to assist in identifying intoxicated individuals on the shore or out on boats. Vice/Intelligence detectives will continue to support the BEU by participating in Operation Dry Water in July of 2019, 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 sporting

Exhibit A

SCOPE OF WORK

events. The Fresno County Sheriff's Office has a long history of mutual support for the CSU Fresno Police Department at all sporting events. During the past football season, Vice/Intelligence detectives along with ABC Agents, conducted undercover operations at numerous home games. While the number of incidents involving minors in possession of alcohol has decreased substantially within the stadium, there is still a need for undercover detectives to monitor the numerous tailgating venues and beer gardens just outside of the stadium. The Fresno Sheriff's Office will continue to stand side-by-side with the CSUF Police Department on enforcing all alcohol related offenses on or near the CSUF campus.

The provision of funding from the ABC APP grant would have a huge impact for the citizens of Fresno County. The Fresno Sheriff'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 Sheriff's Office Vice/Intelligence Unit would be afforded the opportunity to further assist and educate local allied agencies, perform Minor Decoy & Shoulder Tap Operations, IMPACT inspections and conduct undercover operations at CSUF football games. The Fresno Sheriff's Office is respectfully petitioning the resources necessary to properly address these issues.

PROJECT DESCRIPTION

ABC APP Program grant funding would enable the Fresno Sheriff's Office to continue 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 2019-2020 APP Program consist of the following:

1. Partner with local schools & community based organizations to conduct seven (7) presentations regarding underage drinking
2. Conduct at minimum twenty-five (25) Minor Decoy Operations throughout Fresno County
3. Conduct at minimum twenty-five (25) 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. Produce and publish five (5) press releases to local media
7. Assist the Sheriff's Boating Enforcement Unit on four (4) occasions with alcohol related crimes
8. Partner with CSUF PD for three (3) football home games to assist with alcohol related crimes
9. Attend twelve (12) patrol briefings to train deputies on IMPACT inspections & ABC regulations
10. Attend ten (10) patrol briefings of allied agencies to train officers on IMPACT inspections & ABC regulations
11. Organize and host three (3) LEAD Program classes

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

SCOPE OF WORK

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 they not only pursued the case criminally but they filed civil cases against the businesses for violation of unfair business practices. 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. During the 2018-2019 APP Program, the Vice/Intelligence Unit has maintained this relationship with the Consumer Protection Division with a 100% filing rate to date. The Vice/Intelligence Unit will continue to work in partnership with the DA's 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. With the organizational changes in how the APP Program is managed by ABC agents over the last year, the Fresno Sheriff's Office has seen a positive increase in communication and operational effectiveness between our two agencies. 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's Office Vice/Intelligence Unit will be responsible for implementation, supervision, project reports and evaluation of all aspects of the ABC APP Program grant. The staffing required to effectively carrying out the grant activities and objectives will include the Vice/Intelligence Unit sergeant and three detectives. Sergeant Kent M. Jones has supervised the Vice/Intelligence Unit since 2015 and has experience managing previous GAP and APP Program grants. Detectives Michael Hernandez (Deputy Sheriff III), Ervin Mathis (Deputy Sheriff 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 Hernandez, Mathis and King all have previous experience with enforcement of ABC related laws and regulations.

Through education and training within the Fresno Sheriff's Office, allied agencies and community-based organizations by the Vice/Intelligence Unit, this will act as a force multiplier across the County of Fresno to better address problem locations that negatively affect the quality of life of its residents. 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 Alcohol Policing Partnership Program and is again looking forward to this opportunity.

BUDGET DETAIL

Exhibit B

BUDGET CATEGORY AND LINE-ITEM DETAIL	COST
A. Personnel Services (Straight Time Salaries, Overtime, and Benefits)	(Round budget amounts to nearest dollar)
A.1 Straight Time None	\$0
A.2 Overtime Sergeant Overtime Est. 300 hours @ \$80.35 per hour = \$24,105 Deputy III Overtime Est. 900 hours @ \$67.41 per hour = \$60,669	\$84,774
A.3 Benefits Sergeant – OASDI benefits estimated at 7.65% x \$24,105 = \$1,844 Deputy III – OASDI benefits estimated at 7.65% x \$60,669 = \$4,641	\$6,485
TOTAL PERSONNEL SERVICES	\$91,259
B. Operating Expenses (maximum \$2,500)	
Buy money for investigations consisting of Minor Decoy, Shoulder Tap, Narcotics Purchases 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)	
Panasonic Lumix handheld camera at \$450 each (two cameras)	\$900
Sony Digital Voice Recorder ICD Series at \$100 each (two recorders)	\$200
5.11 brand Mission Ready 3.0 90L gear bag at \$280 each (five bags)	\$1400
TOTAL EQUIPMENT	\$2,500
D. Travel Expense/Registration Fees (maximum \$2,500) (Registration fee for July 2019 APP Conference attendee is \$325 each)	
Lodging for APP Conference at GSA Rate @ \$135/night w/ tax for 3 nights	\$650
Per diem for APP Conference at GSA Rate @ \$66/day for 3 days	\$810
	\$396
TOTAL TRAVEL EXPENSE	\$1,856
TOTAL BUDGET DETAIL COST, ALL CATEGORIES	\$98,115

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 2019.
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

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Exhibit B

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 2019, 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.