

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS  
BOARD ACTION SUMMARY

DEPT: Sheriff

BOARD AGENDA #: \*B-6

AGENDA DATE: October 25, 2016

**SUBJECT:**

Approval to Accept an Award for \$66,000 from the Department of Alcoholic Beverage Control for the 2016-2017 Fiscal Year

**BOARD ACTION AS FOLLOWS:**

No. 2016-536

On motion of Supervisor Chiesa, Seconded by Supervisor DeMartini  
and approved by the following vote,

Ayes: Supervisors: Chiesa, Withrow, DeMartini, and Chairman Monteith

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: O'Brien

- 1)  Approved as recommended
- 2)  Denied
- 3)  Approved as amended
- 4)  Other:

MOTION: This Item was removed from the consent calendar for discussion and consideration.

ATTEST: Elizabeth A. King  
ELIZABETH A. KING, Clerk of the Board of Supervisors

File No.

**THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS  
AGENDA ITEM**

DEPT: Sheriff BOARD AGENDA #: \*B-6  
Urgent  Routine  AGENDA DATE: October 25, 2016

CEO CONCURRENCE:  4/5 Vote Required: Yes  No

---

**SUBJECT:**

Approval to Accept an Award for \$66,000 from the Department of Alcoholic Beverage Control for the 2016-2017 Fiscal Year

---

**STAFF RECOMMENDATIONS:**

1. Approve the acceptance of an award for \$66,000 from the Department of Alcoholic Beverage Control.
2. Authorize the Sheriff or his designee to sign all contracts associated with the Alcoholic Beverage Control Award.
3. Direct the Auditor Controller to increase estimated revenue and appropriations by \$66,000 in the Sheriff – Operations budget as detailed in the attached Budget Journal.

**DISCUSSION:**

The Department of Alcoholic Beverage Control (ABC) issued a Request for Proposals in order to award funds for proposed projects which fell in line with the programs General Priority Considerations described below:

- To provide funds to projects which operate in a service area where there is a high crime rate and/or an identifiable alcohol-related problem associated with alcoholic beverage licensed establishments;
- To provide funds to projects which represent the state geographically as defined by the Department of Alcoholic Beverage Control;
- To provide funds to projects providing programs and services to medium to large population areas in order that as many persons as possible may benefit;
- To provide funds for rural projects recognizing that they provide needed programs and services to smaller communities and, in some cases, large geographical areas;
- To provide funds for projects where there is a demonstrated need for services;
- To provide funds for projects with the intent to train officers on ABC education, prevention, and enforcement measures who can carry out these programs after the grant cycle has been completed.

Riverbank Police Services submitted the attached proposal (Exhibit A to the Contract), on behalf of the Sheriff's Office, which identified several problem areas which need attention within Stanislaus County and proposed a program aimed at identifying problematic ABC licensed establishments and conducting General Alcohol Enforcement Operations,

Approval to Accept an Award for \$66,000 from the Department of Alcoholic Beverage Control for the 2016-2017 Fiscal Year

---

Communication with the Community, Minor Decoy Operations, Shoulder Tap Operations, Roll Call Training, Compliance Checks, Press Releases, Attending the ABC Grant Assistance Program (GAP) Conference, a "LEAD" Education seminar, "Party Patrol" operations, and attending the ABC Grant Assistance Program (GAP) Conference. In addition to the primary activities listed above. All grant recipients are encouraged by ABC to meet with and support other Agencies having similar projects.

**POLICY ISSUE:**

Any funding received as a result of this proposal would augment current operations. In order to accept these funds the Department of Alcoholic Beverage Control has requested that the Sheriff provide a resolution from the Board of Supervisors accepting this additional funding.

**FISCAL IMPACT:**

The approved funding from this grant will provide \$66,000 to the Sheriff's Department to conduct compliance checks, undercover operations, and minor decoy operations with ABC licensed establishments.

<b>Cost of recommended action:</b>	\$	66,000
<b>Source(s) of Funding:</b>		
ABC Grant Funding		66,000
<b>Funding Total:</b>	\$	66,000
<b>Net Cost to County General Fund</b>	\$	-

<b>Fiscal Year:</b>	2016/2017
<b>Budget Adjustment/Appropriations needed:</b>	Yes

**Fund Balance as of**

**BOARD OF SUPERVISORS' PRIORITY:**

This supports the Board's Stated Priority of A Safe Community.

**STAFFING IMPACT:**

The activities proposed under this grant will be conducted by current staff assigned to the Sheriff's Department.

**CONTACT PERSON:**

Chief Erin Kiely (209) 863-7139

**ATTACHMENT(S):**

- A. Resolution of the Board of Supervisors of Stanislaus County
- B. Budget Journal
- C. State of California Standard Agreement

# ATTACHMENT A

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS  
STATE OF CALIFORNIA

2016-536

Date: October 25, 2016

On motion of Supervisor Chiesa Seconded by Supervisor DeMartini  
and approved by the following vote,

Ayes: Supervisors: Chiesa, Withrow, DeMartini, and Chairman Monteith

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: O'Brien

Item # \*B-6

THE FOLLOWING RESOLUTION WAS ADOPTED:

**UNDERTAKING A PROJECT DESIGNATED AS THE ABC GRANT FUNDED THROUGH THE  
GRANT ASSISTANCE PROGRAM ADMINISTERED BY THE DEPARTMENT OF ALCOHOLIC  
BEVERAGE CONTROL**

WHEREAS, THE (1) Stanislaus County Sheriff desires to undertake a certain project designated as the ABC Grant to be funded from funds made available through the Grant Assistance Program (GAP) administered by the Department of Alcoholic Beverage Control (hereafter referred to as ABC);

NOW, THEREFORE, BE IT RESOLVED that the Sheriff of Stanislaus County is authorized to execute on behalf of the The Board of Supervisors, the attached contract, including any extensions or amendments thereof and any subsequent contract with the State in relation thereto.


IT IS AGREED that any liability arising out of the performance of this contract, including civil court actions for damage, shall be the responsibility of the grant recipient and the authorizing agency. The State of California and ABC disclaim responsibility for any such liability.

BE IT FURTHER RESOLVED that grants funds received hereunder shall not be used to supplant expenditures controlled by this body.

IT IS ALSO AGREED that this award is not subject to local hiring freezes.

I hereby certify that the foregoing is a true copy of the resolution adopted by the Board of Supervisors of Stanislaus County in a meeting thereof held on October 25, 2016.

ATTEST: **ELIZABETH A. KING, Clerk**  
**Stanislaus County Board of Supervisors,**  
**State of California**

  
\_\_\_\_\_

File No.

# ATTACHMENT B

**Database** FMSDBPRD.CO.STANISLAUS.CA.US.PROD  
**Balance Type** Budget  
**Data Access Set** County of Stanislaus  
  
**Ledger** \* List - Text County of Stanislaus  
**Budget** List - Text LEGAL BUDGET  
**Category** \* List - Text Budget - Upload  
**Source** \* List - Text SO BF  
**Currency** \* List - Text USD  
**Period** List - Text OCT-16  
**Batch Name** Text  
**Journal Name** Text  
**Journal Description** Text ABC Grant 1617  
**Journal Reference** Text  
**Organization** List - Text Stanislaus Budget Org  
**Chart Of Accounts** Accounting Flexfield

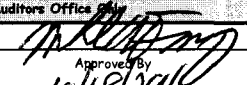
DO NOT CHANGE  
 DO NOT CHANGE  
 DO NOT CHANGE  
  
 DO NOT CHANGE  
 DO NOT CHANGE  
 DO NOT CHANGE  
  
 DO NOT CHANGE  
 ENTER AS MMM-YY (ALL CAPS FOR MMM) EX: NOV-11  
  
  
  
  
  
  
 DO NOT CHANGE  
 DO NOT CHANGE

Upl	Fund (4 char)	Org (7 char)	Account (5 char)	GL Project (7 char)	Location (6 char)	Misc. (6 char)	Other (5 char)	Debit incr appropriations decr est revenue	Credit decr appropriations incr est revenue	Line Description Text	
* List - Text								* Number	* Number		
		0100	0028210	50010	0012100	000000	000000	00000	59500	Incr Overtime	
		0100	0028210	66600	0012100	000000	000000	00000	1500	Incr Confidential Funds	
		0100	0028210	62290	0012100	000000	000000	00000	2500	Incr Equip	
		0100	0028210	65780	0012100	000000	000000	00000	2500	Incr Training	
		0100	0028210	25000	0012100	000000	000000	00000		66000 Incr State-Other	
<b>Totals:</b>									66000	66000	

Tip: This is not the end of the Template. Unprotect the sheet and insert as many rows as needed.

**Explanation:**

Increase Appropriations and Revenue for ABC Grant

<b>Requesting Department</b>	<b>CEO</b>	<b>Data Entry</b>	<b>Auditors Office</b>
Brooke Freeman	Doris Foster		
Prepared by	Supervisor's Approval	Keyed by	Prepared By
10/18/2016	10/18/2016		
Date	Date	Date	Date

Approved By  
10/18/2016  
Date

# ATTACHMENT C



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

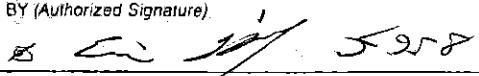
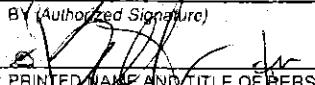
AGREEMENT NUMBER <b>16G-LA48</b>
REGISTRATION NUMBER

- 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 Stanislaus through the Stanislaus County Sheriff's Department**
- The term of this Agreement is: **July 1, 2016** through **June 30, 2017**
- The maximum amount of this Agreement is: **\$ 66,000**
- 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 610
Check mark one item below as Exhibit D:	
<input checked="" type="checkbox"/> Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement)	1 page(s)
<input type="checkbox"/> Exhibit - D* Special Terms and Conditions	
Exhibit E – Additional Provisions	page(s)

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

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

<b>CONTRACTOR</b>		California Department of General Services Use Only
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.) <b>County of Stanislaus through the Stanislaus County Sheriff's Department</b>		
BY (Authorized Signature) 	DATE SIGNED (Do not type) <b>11/4/18</b>	
PRINTED NAME AND TITLE OF PERSON SIGNING <b>Erin Kiely, Chief</b>		
ADDRESS <b>6727 Third Street          Riverbank, CA 95367</b>		
<b>STATE OF CALIFORNIA</b>		<input checked="" type="checkbox"/> Exempt per: SCM 4.04.(A)(3)
AGENCY NAME <b>Department of Alcoholic Beverage Control</b>		
BY (Authorized Signature) 	DATE SIGNED (Do not type) <b>11/10/18</b>	
PRINTED NAME AND TITLE OF PERSON SIGNING <b>Randall Deems, Assistant Director, Administration</b>		
ADDRESS <b>3927 Lennane Drive, Suite 100, Sacramento CA 95834</b>		

APPROVED AS TO FORM:  
 STANISLAUS COUNTY COUNSEL

BY 

## SCOPE OF WORK

### **1. SUMMARY**

#### **a. Agency Description**

The Stanislaus County Sheriff's Department has been "Keeping the peace since 1854". The department is a full service law enforcement agency comprised of 153 sworn Deputy Sheriffs, 210 non-sworn Adult Detention Deputies, and 224 Civilian employees. The Sheriff is the administrative head of the Stanislaus County Sheriff's Department, and is an elected official. The Sheriff's Department mission statement is "We the members of the Stanislaus County Sheriff's Department are dedicated to serve and protect the community through the highest standards of professionalism and ethical conduct by **ENFORCEMENT, PREVENTION, and EDUCATION** in partnership with the community".

The Stanislaus County Sheriff's Department is made up of three divisions;

**The Operations Division** includes; investigations and both general law enforcement patrol in the unincorporated areas of the county and municipal policing in the four contracted Cities of Riverbank, Patterson, Hughson, and Waterford.

**The Custodial Division** includes; three adult detention centers, alternative work programs, roadside inmate maintenance crews, and state wide prisoner transportation.

**The Administrative Division** includes; records, training, property and evidence, internal affairs, and information technology.

#### **Demographics of Stanislaus County**

According to U.S. Census information for 2010 Stanislaus County has an estimated population of 514,451. The County is made up of 1,494 square miles with a population average of 344.2 per square mile.

28.6% of the population is under the age of 18 and 10.7% are over the age of 65.

50.5% of the population of Stanislaus County is female.

The Census shows that 65.5% are listed as white. The remainder are Afro American, Hispanic, and other races.

The median income of Stanislaus County is \$47,025 per year.

#### **Licensed ABC Locations in Stanislaus County**

According to the ABC website there are 1,027 ABC on/off sale ABC licensed locations in Stanislaus County.

#### **b. Funding Requested**

The Stanislaus County Sheriff's Department is requesting funding in the amount of \$98,513. The Grant Assistance Program funding will provide the personnel, time, and sworn officers to work with Alcoholic Beverage Control and the community in a combined effort to reduce crimes related with the sales, distribution, and access to alcoholic beverages by minors. Deputies will proactively address alcohol related crimes in Stanislaus County. These funds will also be used to pay for training, operating expenses, and equipment used for these operations.

#### **c. Goals and Objectives**

1. Identify and target for compliance problematic ABC licensed establishments with calls for law enforcement service data.
2. Conduct (10) ten, General Enforcement Operations targeting ABC licensed premises.
3. Increase communication and involvement with local community groups and citizen action

## SCOPE OF WORK

committees by meeting with them (2) two times during the grant year.

4. Conduct (5) five minor decoy operations.

5. Conduct (5) five “Shoulder Tap” operations.

6. Provide roll call training on alcohol-related issues for sworn sheriff personnel (4) four times over the course of the grant year.

7. Coordinate and conduct IMPACT (Informed Merchants Preventing Alcohol-Related Crime Tendencies) Operations.

8. Issue press releases regarding the grant and/or the activities conducted under the grant before and/or after each of the planned grant operations.

9. Send (2) two, sworn personnel to attend the ABC GAP conference.

10. Conduct (1) one “LEAD” educational seminar during the grant year.

11. Conduct (2) two “Party Patrol” operations during the grant year.

12. Assist other GAP Agencies on limited occasions with special operations for training, experience, and man power needs.

### **d. Number of ABC Licensed Locations**

Using the California Alcohol Beverage Control website I found that there were 497 Off-Sale ABC licensed locations and 530 On-Sale ABC licensed locations listed for the whole of Stanislaus County.

## **2. PROBLEM STATEMENT**

The Stanislaus County Sheriff’s, as well as all the law enforcement agencies in Stanislaus County, have suffered the effects of the downturn in the economy with subsequent budget cuts and layoffs. Because of budget issues special units such as our gang detective unit, street crimes unit, participation in the local auto theft task force, patrol staff, training, and participation in the county wide drug enforcement unit have been affected.

The Sheriff’s Department budget has begun to recover. We have been in the process of hiring more Deputy Sheriff’s and filling vacant positions. The Sheriff’s Department is now in the position to provide personnel for operations such as those outlined in this grant.

The Sheriff’s Department has not been awarded or managed an ABC GAP grant since 2001.

We have assisted with and participated in ABC GAP grants awarded to other local law enforcement agencies in Stanislaus County. In recent years, Stanislaus County law enforcement agencies have operated without the assistance of the ABC GAP program.

There are several indicators that show that alcohol use among minors is increasing. Recently “Shoulder Tap” operations were conducted by the Modesto Police Department, funded through the “Stanislaus County Behavioral Health and Recovery Services”. They have indicated that the percentage of adults (21 and over) willing to purchase alcohol for minors are on the rise.

In conversations with local teenagers, they have reported that they have fairly easy access to alcoholic beverages. They have provided information that they obtain alcohol from friends and relatives, adults (over twenty one), or have success purchasing alcoholic beverages from local retail establishments.

According to the Stanislaus County “Healthy Kids Survey 2014-2015”, 58% of 11<sup>th</sup> grade students in Stanislaus County have used either alcohol or drugs in their lifetime. 52% of 11<sup>th</sup> graders have used just alcohol in their lifetime. 30% of 11<sup>th</sup> graders had at least one alcoholic drink in the prior thirty days before the survey. 17% had admitted to binge drinking (5 or more

### SCOPE OF WORK

drinks in a row) within the thirty days prior to the survey. These numbers indicate a problem with underage drinking that need to be addressed.

There have recently been several teen- related, alcohol related, parties highlighted in the media. These include a large party in the south east area of Stanislaus County near the small unincorporated town of Hickman, California. Over 100 hundred high school students were in attendance. Several of these students suffered academic and sports related consequences at their high schools as a result.

In the City of Ceres recently a teenager, using social media, planned an underage party at a vacant residence in that city. The teenager contacted the neighbors of the vacant residence prior to the party and told them he had just purchased the house and was having a house warming party to celebrate. The Ceres Police department was alerted to the party, went to the residence and found a large number of teenagers having a party and drinking alcohol. It was also discovered that this same teenager had already begun planning a similar party in the City of Modesto at a later date using social media.

Stanislaus County also plays host to many local festivals such as the “Riverbank Cheese and Wine” festival, the “Patterson Apricot Festival”, the “X-Fest” held in the City of Modesto, and the “Stanislaus County Fair” held in Turlock. All of these events involve licensed ABC vendors. In past years, many of these events have created alcohol related incidents draining law enforcement resources and threatening public safety.

In Stanislaus County loitering, vagrancy, public drunkenness, and their associated law violations are a continuing problem. At various locations throughout the county ABC licensed business have continuing issues with fighting, loitering, prostitution, aggressive panhandling, theft, vagrancy, and public drunkenness that cause the degradation of the neighborhoods and create public safety issues in the areas where they are located.

### **3.PROJECT DESCRIPTION**

The Grant Assistance Program will provide the funding for personnel, time, and sworn deputies to work with the State Alcoholic Beverage Control and the community in a **combined effort** to reduce crimes related with the sales, distribution, and access to alcoholic beverages by minors. Activities of the project will have deputies working proactively to address related crimes and access to alcohol by minors and to reduce alcohol related crimes in Stanislaus County.

The Stanislaus County Sheriff’s Department will pledge to reduce the access and sales of alcohol to minors. We will look for new and innovative ways to assist us in achieving these goals. Agencies in Stanislaus County have received ABC GAP grants in the past. We look forward to renewing and building upon the work done before us.

**Objective 1- Identification of problematic ABC licensed establishments within Stanislaus County** – Deputies will work with the department records division, crime analyst, and the community to identify problematic ABC licensed establishments.

**Objective 2- General Enforcement Operations-** Deputies from the Sheriff’s Department as well as assistance from volunteers from local community based groups, such as the “Stanislaus County Behavioral Health and Recovery Services” will conduct (10) ten various ABC GAP Operations at ABC licensed locations throughout Stanislaus County.

**Objective 3- Communication with the Community-** (2) two times during the grant period, and more when required or requested, the Lead Officer for the project will address the

## SCOPE OF WORK

community and update them about the project and foster an ongoing dialogue regarding problems and solutions.

**Objective 4- Minor Decoy Operations-**Deputies will conduct (5) five minor decoy operations at various locations within Stanislaus County during the project. Appropriate action will be taken in instances where establishments sold to minors. A database of this information will be established and updated. As many off-sale locations in Stanislaus County as possible will be visited during the grant period.

**Objective 5- “Shoulder Tap” Operations-**Deputies will conduct (5) five “Shoulder Tap” operations in various locations within Stanislaus County to enforce against adults, at large, purchasing alcohol for minors. Appropriate action will be taken in instances where adults purchased the alcohol. As many cities as possible will be visited during the grant period.

**Objective 6- “Roll Call” Training-**The Lead Officer will attend and present roll call training to sworn personnel (4) four times during the grant year to update them on this program, ABC requirements, State laws, and local ordinances as well as on alcohol problems in sheriff’s jurisdiction. A training bulletin could be developed to communicate with deputies on training issues.

**Objective 7- Compliance Checks (IMPACT) -** Conduct (5) five IMPACT operations at various ABC licensed businesses. Multiple visits would be conducted during each operation and would promote better communication with ABC licensees.

**Objective 8- Press Releases-** Issue at least (6) six press releases regarding the ABC grant and grant operations and activities.

**Objective 9- ABC GAP Conference-** Send (2) two sworn personnel to the ABC GAP Conference to learn how to effectively enforce ABC laws and conduct ABC operations.

**Objective 10- “LEAD” Educational seminar-** Conduct (1) one “LEAD” seminar for ABC licensed merchants during the grant year. More could be scheduled if requested or necessary.

**Objective 11- “Party Patrol” operations-** Conduct (2) “Party patrol” operations during holidays and/or special events within Stanislaus County.

**Objective 12-** Assist other GAP Agencies on limited occasions with special operations for training, experience, and man power needs.

### 4.PROJECT PERSONNEL

The Stanislaus County Sheriff’s Department will oversee and coordinate the resources needed to fulfill the goals and objectives of the proposed project.

The project personnel will include the following;

- (1) Sheriff’s Department Lieutenant
- (1) Sheriff’s Department Sergeant
- (1) Sheriff’s Department Deputy (Lead Officer)

A Sheriff’s Department Lieutenant will oversee the overall implementation of the grant.

A Sheriff’s Sergeant will oversee and coordinate the planned operations.

A Sheriff’s Deputy (Lead Officer) along with mix of deputies experienced in these types of operations and those newly trained deputies will conduct the operations.

Non-sworn volunteer Sheriff’s Explorers and members of the Stanislaus County Behavioral Health and Recovery Services High School Leadership group will assist in operations which require minor decoys.

**BUDGET DETAIL**

**Exhibit B**

<b>BUDGET CATEGORY AND LINE-ITEM DETAIL</b>	<b>COST</b> (Round budget amounts to nearest dollar)
<b>A. Personnel Services (Straight Time Salaries, Overtime, and Benefits)</b>	
<b>A.1 Straight Time N/A</b>	
<b>A.2 Overtime</b>	
Deputy \$60/Hr. @ 1096 Hours	44,640
Sergeant \$70.63/Hr. @ 120 Hours	5,226
<b>A.3 Benefits</b> <span style="float:right">19.32%</span>	9,634
<b>TOTAL PERSONNEL SERVICES</b>	59,500
<b>B. Operating Expenses (maximum \$2,500)</b>	
Buy money for Minor Decoy, Shoulder Tap operations-	1,500
<b>TOTAL OPERATING EXPENSES</b>	1,500
<b>C. Equipment (maximum \$2,500)</b>	
1- Alco-Test FST P.A.S. California Instrument Set-	544
1- "Callyo" brand audio surveillance system-	1,220
2- "Safariland" brand Fremont TOC raid vests/accessories-	736
<b>TOTAL EQUIPMENT</b>	2,500
<b>D. Travel Expense/Registration Fees (maximum \$2,500)</b>	
(Registration for July 2016 GAP conference \$275 each)-	550
Lodging costs and transportation costs for two attendees-	1,950
<b>TOTAL TRAVEL EXPENSE</b>	2,500
<b>TOTAL BUDGET DETAIL COST, ALL CATEGORIES</b>	66,000

## PAYMENT PROVISION

Exhibit B

Page 1 of 2

1. **INVOICING AND PAYMENT:** Payments of approved reimbursable costs (per Budget Detail attached) shall be in arrears and made via the State Controller's Office. Invoices shall be submitted in duplicate on a **monthly basis** in a format specified by the State. Failure to submit invoices and reports in the required format shall relieve the State from obligation of payment. Payments will be in arrears, within 30 days of Department acceptance of Contractor performance, pursuant to this agreement or receipt of an undisputed invoice, whichever occurs last. Nothing contained herein shall prohibit advance payments as authorized by Item 2100-101-3036, Budget Act, Statutes of 2016.
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.

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 unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. 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.

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 307 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 2016, for the purposes of this program.
4. Contractor Certifications: By signing this agreement, Contractor certifies compliance with the provisions of CCC 307, 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.