

AGREEMENT NUMBER

18G-LA36

REGISTRATION NUMBER

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

STATE AGENCY'S NAME

DEPARTMENT OF ALCOHOLIC BEVERAGE CONTROL

CONTRACTOR'S NAME

City of Rialto through the Rialto Police Department

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

3. The maximum amount of this Agreement is: **\$ 61,943**

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/pls/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.)

City of Rialto through the Rialto Police Department

BY (Authorized Signature)



DATE SIGNED (Do not type)

6/6/18

PRINTED NAME AND TITLE OF PERSON SIGNING

Mark P. Kling, Chief

ADDRESS

**128 N. Willow Avenue
Rialto, CA 92376**

STATE OF CALIFORNIA

AGENCY NAME

Department of Alcoholic Beverage Control

BY (Authorized Signature)



DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Pattye Nelson, Chief, Business Management Branch

ADDRESS

3927 Lennane Drive, Suite 100, Sacramento CA 95834

**California Department of General
Services Use Only**

☒ Exempt per: **SCM 4.04.(A)(3)**

SCOPE OF WORK

AGENCY DESCRIPTION:

The City of Rialto is located in San Bernardino County, approximately 54 miles east of Los Angeles and shares borders with the major cities of San Bernardino and Riverside. Additionally, Rialto has two major interstate freeways (I-10 and I-210) that bring in thousands of commuters into the city each day. The City of Rialto was incorporated in 1911 and covers approximately 29 square miles, with a population of nearly 105,000 citizens. The Rialto Police Department is a full service municipal police department providing first responder services as well as investigative, proactive, reactive, and problem orientated enforcement efforts. The Rialto Police Department currently has 95 sworn officers and approximately 40 civilian support staff under the direction of the Chief of Police.

FUNDING REQUESTED:

We are requesting funds in the amount of \$61,943. The funds will pay for overtime for personnel involved in grant operations, buy money for decoy operations, travel expenditures related to grant activities and training.

GOALS AND OBJECTIVES:

This project will provide the necessary resources to support enhanced and proactive enforcement of ABC licensee laws. The Rialto Police Department will utilize a combination of enforcement and educational programs in order to ensure alcohol related establishments are adhering to all laws and regulations. Alcohol licensees within the city will be informed of their responsibilities through multiple LEADS training and other educational operations. Citizens will be informed of their rights when those licensees transgress. This program will also enhance the longstanding relationship between the Rialto Police Department and the Department of Alcoholic Beverage Control.

NUMBER OF ABC LICENSED LOCATIONS:

Currently in the City of Rialto, there are 35 active on-sale licenses and 57 off-sale licenses. With the ongoing expansion within the city for retail and dining, there are proposed plans for additional on-sale and off-sale locations to be added during the period of this grant.

PROBLEM STATEMENT:

Due to dedicated proactive enforcement and efforts from all levels within the Rialto Police Department, the city has had a continued decrease in the violent crime rate the past three years. Despite these efforts, there has been a rise in calls for service and crime related to particular point of sale locations. The majority of these calls for service come from ABC licensed locations that fail to comply with ABC standards and/or have not received proper training in recent years. Many of these locations have high employee turnover that most, if not all employees do not receive adequate training.

Calls for service involve panhandling by intoxicated patrons, minors purchasing and being in possession of alcoholic beverages, prostitution, solicitation of alcoholic beverages, consumption of alcohol in parking lot areas near storefronts, public intoxication, drivers under the influence and various violent and property

Exhibit A

crimes (Including but not limited to assaults with deadly weapons, battery, brandishing of firearms, criminal threats, robberies, vandalism and theft of alcohol).

In the past 2 years, over 200 beer runs were reported (a 43% increase from the previous 2 year period) along with 460 panhandling calls, 272 subjects loitering and 629 calls reference subjects intoxicated in public. Locations that fail to adhere to ABC standards often experience elevated levels of calls for service and require frequent police response. Additionally, alcohol related collisions have been on the rise for the past three years with many involving minor drivers.

Rialto has a large juvenile population. In 2010, the Census Bureau estimated that nearly 34% of the city's population was under the age of 18 (presumably a slightly larger percentage is under 21). Subsequently, Rialto has over 40 schools in its jurisdiction; 15 of which accommodate teenagers ages 13 – 18. Many of the schools in Rialto are near an off-sale location and all of the high schools in the city are within walking distance to at least one off-sale establishment; this may increase students' proclivity to seek alcohol. The City of Rialto has steadily experienced an increase in calls for service related to house parties many of which involve minors drinking at residences during events.

Continuous inspection of local ABC establishments is the key to keeping these locations in compliance with ABC standards. As a result of the successful partnership developed over the years between the Rialto Police Department and the Department of Alcoholic Beverage Control, the Rialto Police Department permanently closed down Scores Bar and Grill in 2007 as well as the Oakwood lounge in 2008 due to ongoing ABC violations, narcotics activity and issues of blight. Another problematic establishment, El Patio Nightclub, was the location for numerous shootings, stabbings, narcotics violations, fights and a homicide between the years 2009 and 2012. With a directed enforcement approach that included extra patrol presence, undercover operations, and ABC related operations and inspections, El Patio Nightclub was also permanently closed. These closures assisted in a reduction of calls for service for alcohol related incidents. In March, 2018, La Taberna, received a 30 day suspension from ABC as a result of an operation conducted in collaboration with the Rialto Police Department.

Trend analysis would suggest that without ongoing inspections, underage operations and alcohol enforcement efforts, alcohol related crimes would continue to be a burden on not only the police department but the community as well in the future. It is not the intent of the Rialto Police Department to shut down ABC licensed establishments; however, we have a responsibility to maintain public safety by ensuring these businesses adhere to rules governing the sales of alcohol.

Despite our efforts we have seen an increase in off-sale location violations that provide alcohol to obviously intoxicated patrons, allow loitering, and panhandling for money to purchase alcohol. Recent "Shoulder Tap" and "Minor Decoy" operations showed minors can easily access alcoholic beverages. This further proves the need for continued education and enforcement.

The City of Rialto has aggressively attracted new businesses in the city increasing the number ABC licensed establishments. The issuance of this grant would improve the ongoing efforts the Rialto Police Department has in place for the proactive educational programs and enforcement of ABC laws governing

Exhibit A

the sales of alcohol. The funding would allow us to increase monitoring of the unlawful sales of alcohol and address the aforementioned problems and concerns.

Below are a few listed examples of the problem on/off-sale locations that are a drain on the Rialto Police Department's resources. While violations and calls for service have decreased at some locations we believe this can be attributed to the assistance from past years' grant funds. Without grant funding and the city's financial struggles, the problems would have most assuredly increased. We aim to keep calls for service at these ABC licensed locations to a minimum and will do so through increased inspections, operations, and proactive enforcement.

- On-Sale – 380 E Foothill (El Toro Bar)

El Toro Bar is located across the street from El Patio Nightclub, a bar that was closed in 2016 as a result of efforts from a previous ABC Grant Assistance Program. El Toro maintains a high volume of calls for service each year and in 2016, alcohol related incidents such as fights, assaults and subject disturbances were up 400% from the previous year. Numerous arrests were made at the location as a result of (intoxicated) patrons fighting.

- Off-Sale – 111 W Valley (USA Gas)

Location is situated in an active part of the city near a major freeway and Walmart. Calls for service (CFS) to this location have continued to increase and were up 56% in 2016 compared to 2015. In 2016, 72% of the CFS were alcohol related and include drunk in public, panhandling, subject disturbance and DUI. Additionally, this location experiences a large volume of beer runs; almost 1 per week.

- Off-Sale – 518 W Foothill (Anthem Gas)

2016 CFS to this location were up 69% from 2015. Alcohol related calls including drunk in public, subject disturbance and DUI accounted for 57% of all CFS and were up 165% from the previous year.

- Off-Sale – 101 W Foothill (76 Gas)

CFS to this location increased by 48% from 2015 to 2016. 64% of the CFS were alcohol related and include subjects loitering in the area, panhandling for beer money and being drunk in public. Numerous arrests were made at near location including DUI arrests which increased 200% from 2015 to 2016.

- Off-Sale – 1833 N Riverside (7 Eleven)

This location experiences a high volume of CFS and in 2016; CFS increased 67% compared with the previous year. In 2016, alcohol related calls increased 600% from the previous year and included a large increase in unwanted subjects panhandling for beer money.

PROJECT DESCRIPTION:

The Rialto Police Department is proposing a combination of enforcement and educational programs to reduce crime and nuisance associated with problematic establishments. The following programs and goals will be utilized during the grant year. It should be noted the San Bernardino County District Attorney's office has filed each of the following criminal offenses in previous operations as long as the elements of the crime are met.

- The team will identify and target problematic ABC licensed establishments.

Exhibit A

- A written evaluation will be prepared of the existing system on transmitting arrest reports involving licensees to ABC as required by section 24202 B&P.
- At least 2 LEAD classes, with translation available, will be offered to all ABC licensees within the city prior to implementation of enforcement operations.
- IMPACT inspections will be conducted at every ABC licensed location prior to the implementation of enforcement details. Inspections will be conducted throughout the duration of the grant period.
- ROSTF inspections will be conducted to address violations within the community continuously.
- At least (1) Taskforce Operations conducted in conjunction with local ABC agents.
- At least (6) Minor Decoy operations to identify point of on and off sale locations that sell alcoholic beverages to minors.
- At least (6) Shoulder Tap operations to identify subjects willing to purchase and furnish alcohol to minors.
- At least (2) Trap Door operations to identify minors attempting to purchase and consume alcohol with the use of false identification.
- Conduct routine undercover compliance checks at identified problem locations to check for business licenses, live entertainment permit, code enforcement, and criminal violations.
- (1) PC 647(b) Sting operations at nearby motel locations within close proximity to on-sale and off-sale locations.
- Roll call training of 75 sworn officers will be developed and delivered within 2 months of the start of this project.
- Educational operations conducted at on-sale locations to spread awareness of the dangers of DUI driving.
- At least (1) multi agency alcohol related crime warrant, parole/probation sweep.

PROJECT PERSONNEL:

This grant proposal, prepared by the Rialto Police Department, will be overseen by the project director, Sergeant Robert Morales. The Rialto Police Department's Street Crime Attack Team (SCAT) comprised of four officers (Officer J. Pulido, Officer J. Medina, Officer M. Martinez, and Officer A. Glass) will conduct the majority of the operations outlined in this proposal. The supervising sergeant will be responsible for the following: 1) Monitoring time frames in the contract, 2) Maintaining costs within the approved amounts of each category, 3) Maintaining adequate records for validation of project progress and accountability for all funds expended on the project, 4) Submission of required project reports and, 5) Conducting project evaluation. SCAT has conducted numerous ABC operations in the past and is familiar with operation procedures.

SCAT will work with ABC and other city and county agencies to implement programs designed to enforce the laws governing ABC licensed establishments. Officers will be responsible for implementing programs that educate both the owners and operators of ABC licensed businesses regarding their responsibilities. Two non-sworn crime analysts will assist the officers by gathering information important in the identification of problematic ABC-licensed businesses. One accounting technician will be responsible for monitoring and managing any GAP funds awarded to Rialto PD. The Rialto PD will be issuing press releases as required by the grant and conducting Area Command meetings to inform the community of its ongoing efforts to enforce alcohol related crimes.

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 Sergeant salary \$ 67.94/ per hour , \$11,775.96/monthly (4) Officers salary each at \$ 49.29/ per hour, \$8,543.49/monthly A.2 Overtime Sergeant Overtime estimated at 108 hours @ \$102.95 (4) Officers Overtime estimated at 156 hours @ \$76.08 each A.3 Benefits Employee benefits estimated 1.45% x	 \$58,593 \$850
TOTAL PERSONNEL SERVICES	\$59,443
B. Operating Expenses (maximum \$2,500) None needed. Buy money will be covered by the Rialto Police Department TOTAL OPERATING EXPENSES	 \$0
C. Equipment (maximum \$2,500) No equipment needed. TOTAL EQUIPMENT	 \$0
D. Travel Expense/Registration Fees (maximum \$2,500) Registration fee for July 2018 GAP Conference two (2) attendees at \$325 each. Travel, per diem and lodging for GAP conference TOTAL TRAVEL EXPENSE	 \$650 \$1,850 \$2,500
TOTAL BUDGET DETAIL COST, ALL CATEGORIES	\$61,943

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.

7. Prior authorization by the State in writing is required before Contractor will be reimbursed for any purchase order or subcontract exceeding \$2,500 for any articles, supplies, equipment, or services to be purchased by Contractor and claimed for reimbursement. Contractor must justify the necessity for the purchase and the reasonableness of the price or cost by submitting three competitive quotations or justifying the absence of bidding.
8. Prior approval by the State in writing is required for the location, costs, dates, agenda, instructors, instructional materials, and attendees at any reimbursable training seminar, workshop or conference, and over any reimbursable publicity or educational materials to be made available for distribution. Contractor is required to acknowledge the support of the State whenever publicizing the work under the contract in any media.
9. It is understood between the parties that this contract may have been written before ascertaining the availability of appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the contracts were executed after that determination was made.
10. **BUDGET CONTINGENCY CLAUSE** - It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.

If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

Special Terms and Conditions

1. Disputes: Any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the Director, Department of Alcoholic Beverage Control, or designee, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the Department shall be final and conclusive unless, within 30 days from the date of receipt of such copy, the Contractor mails or otherwise furnishes to the State a written appeal addressed to the Director, Department of Alcoholic Beverage Control. The decision of the Director of Alcoholic Beverage Control or his duly authorized representative for the determination of such appeals shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. In connection with any appeal proceeding under this clause, the contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, Contractor shall proceed diligently with the performance of the contract and in accordance with the decision of the State.
2. Termination Without Cause: Either party may terminate this agreement at any time for any reason upon ten (10) days written notice. No penalty shall accrue to either party because of contract termination.
3. Contract Validity: This contract is valid and enforceable only if adequate funds are appropriated in Item 2100-101-3036, Budget Act of 2018, for the purposes of this program.
4. Contractor Certifications: By signing this agreement, Contractor certifies compliance with the provisions of CCC 04/2017, Standard Contractor Certification Clauses. This document may be viewed at <http://www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx> .
5. If the State determines that the grant project is not achieving its goals and objectives on schedule, funding may be reduced by the State to reflect this lower level of project activity.