

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

AGREEMENT NUMBER

13G-LA33

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 Redlands through the Redlands Police Department

2. The term of this Agreement is: July 1, 2013 through June 30, 2014



3. The maximum amount of this Agreement is: \$ 23,714

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 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.ols.dgs.ca.gov/Standard+Language](http://www.ols.dgs.ca.gov/Standard+Language)

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.) City of Redlands through the Redlands Police Department		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING Mark Garcia, Chief		
ADDRESS 30 Cajon Street Redlands, CA 92373		
<b>STATE OF CALIFORNIA</b>		
AGENCY NAME Department of Alcoholic Beverage Control		<input checked="" type="checkbox"/> Exempt per: SCM 4.04.(A)(3)
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING Ed Jimenez, Assistant Director, Administration		
ADDRESS 3927 Lennane Drive, Suite 100; Sacramento, CA 95834		

## SCOPE OF WORK

### Summary:

#### a) Agency Description:

The City of Redlands, incorporated in 1888, is located in eastern San Bernardino County and is bordered by the cities of San Bernardino, Loma Linda, Highland and Yucaipa. The City of Redlands has a current population of approximately 69,752, with a total land area of 37 square miles and a 15-mile sphere of influence. Redlands has the fourth largest population of the surrounding nine communities and is the second largest in square miles. The City of Redlands is governed by a Council-Manager form of government. The City also has a revolving population with the University of Redland's 3,000 students.

The Redlands Police Department is a full service municipal law enforcement agency that employs 79 sworn personnel including the Chief of Police, 4 Lieutenants, 11 Sergeants, 19 Corporal/Detectives, and 44 Officer positions. We also employ approximately 39 full time civilian employees and 175 volunteers in the form of Police Reserves, Chaplains, Explorers, Citizen Volunteer Patrol and administrative members.

#### b) Funding Requested:

The Redlands Police Department is requesting \$23,714 to fund officers on an overtime basis, purchase equipment, and educate officers to proactively identify and combat alcohol-related offenses. Furthermore, this funding would assist officers in educating the public on alcohol-related problems associated with the city's alcoholic beverage licensed establishments.

#### c) Goals and Objectives:

The Redlands Police Department would concentrate its efforts on education, enforcement and fostering a close working relationship with the local ABC office. Our objectives would include: Minor decoy operations targeting alcohol sales to minors, Shoulder tap operations, IMPACT and LEAD training to alcohol retailers, alcohol education and prevention, training all officers on how patrol officers can assist in ABC licensed premise investigations, training University of Redlands safety officers on false identifications and ABC laws pertaining to off-campus parties, collection of data on underage alcohol-related crimes and calls for service. Additional objectives include partnering with the San Bernardino County Department of Public Health Alcohol and Drug Abuse prevention program to provide education to school children on the dangers of drugs and alcohol and creating a partnership with the District Attorney to ensure violators are prosecuted. Finally we wish to utilize a newly adopted Social Host Ordinance to combat off-campus parties at the University of Redlands and throughout the city.

d) The City of Redlands currently has 154 businesses with a liquor license, 57 off-sale and 97 on-sale.

### Problem Statement:

In recent years, several new restaurant/bar businesses have opened within the City that cater to young adults. These businesses are centrally located in the downtown area and patrons walk from bar to bar throughout the night. This area is referred by the Inland Empire drinking community as the "walk of shame." These businesses,

## Exhibit A

along with a number of others that have been in the City for many years, are responsible for the bulk of the service calls at licensed locations. Under-age drinking at these businesses is an on going problem. The police department's efforts to control these issues have been severely restricted due to cut backs in available personnel and funding. With the growing popularity of Redlands as a drinking district, more violent crimes such as assaults, DUI traffic collisions, and two homicides outside ABC licensed businesses have occurred. Watch commanders have to redirect patrol officers to downtown on busy nights taking away community resources.

An analysis of recent data revealed that over the past three years (2009-2011) the Redlands Police Department arrested 1,097 non-injury DUI's, averaging approximately 365 per year. During the same time period, there were 27 DUI arrests involving injuries. Most of these DUI's stem from the new popularity of the bars/restaurants in downtown Redlands and these statistics don't include the drivers under the influence who made it to their destinations safely.

During the last grant period, July 1, 2011 through June 30, 2012, officers made 11 arrests of alcohol sales to minors in 7 minor decoy operations. In one operation so far this year under our current mini-grant, 4 out of 30 businesses visited sold alcohol to our minor decoy. In the same grant period, officers made 13 arrests during 5 shoulder tap operations. Furthermore, officers made 4 arrests in only 4 hours of work during a shoulder tap operation. These stats show a clear problem in the City with minors being allowed to purchase or facilitate the purchase of alcohol for their consumption.

In March, 2013, the Redlands Police Department, along side agents from the Department of Alcoholic Beverage Control, conducted a trap door operation at a bar in the downtown area. In 3 hours, 4 arrests were made for minors in possession of false identifications. This shows a problem in the downtown bars that needs to be addressed through bar staff training on recognizing fake identifications. A second operation is scheduled for April at another busy bar in the downtown area. With funds from this grant, the police department plans to purchase 300, illuminated jeweler's loupes to issue to each police officer and ABC licensed establishments. A qualified ABC agent will train Redlands police officers and University of Redlands safety officers on recognizing false identifications.

A few years ago, the University of Redlands implemented a dry campus policy prohibiting alcohol on campus at parties. This has made the "party houses" move to homes in the surrounding area and requiring patrol officers to respond to noise complaints, intoxicated subject complaints, and general disturbance calls. Since January 2011, University of Redlands safety officers have responded to 47 off campus parties. This does not include Redlands Police officers' response to parties where the University of Redlands safety officers were not called. Currently the Redlands Police Department's computer aided dispatch (CAD) system does not stat a party call as a University of Redlands party. Officers are frequently called to the University campus to assist safety officers with intoxicated students and sometimes arrest students that meet the elements of public intoxication.

Due to severe staffing cuts, we are unable to capture all alcohol related violations. At our current staffing levels we cannot implement our preferred way to prevent alcohol based crimes. If awarded this grant, the Redlands Police Department will implement a "full-court press" strategy. This, coupled with community involvement, education and enforcement, will allow us to achieve our goal of a reduction in alcohol-related calls for service, crimes and arrests.

### **Project Description:**

The purpose of the grant would be to fund an officer, on an overtime basis, to proactively prevent, intervene, suppress and identify alcohol-related problems associated with alcohol beverage licensed establishments. The

## Exhibit A

Redlands Police Department is committed to identifying and implementing programs and processes that result in the reduction of alcohol-related crimes, increase awareness regarding the hazards of alcohol use and increase awareness and compliance on the part of licensees. To this end, the police department will continue to forge and support partnerships with community groups, public and private organizations, allied agencies and others to promote alcohol related education and compliance. The police department's partnership with the school district (Campus Safety officers, We-Tip student hotline, sober spring break, Friday Night Live), County of San Bernardino Department of Public Health Alcohol and Drug Abuse Prevention Program, University of Redlands Peer Education group, Office of Traffic Safety (DUI enforcement support, checkpoint support, education/awareness support) and the Redlands-Yucaipa Guidance Clinic (awareness/education support) are very important components in our comprehensive approach to underage drinking.

Past enforcement efforts conducted in the City of Redlands include the Minor Decoy Program, Decoy Shoulder Tap Operations, IMPACT Programs, DUI checkpoints, and Cops in Shops Programs. Additional programs include multi-agency DUI saturation patrols, multi-agency gang and narcotic suppression programs, after hour's sales compliance checks, and false I.D. sweeps. An assigned ABC liaison officer will train the entire Department through briefing training on alcohol laws and develop better techniques to safely disperse minor drinking parties. The Redlands Police Department has had a long relationship with ABC. Agents from ABC have trained RPD personnel in enforcement operations such as: decoy programs, "after hours" sales, Shoulder Tap Operations, IMPACT inspections, recognizing false identifications and disorderly house investigations. The Redlands Police Department will collaborate with ABC on criminal and administrative investigations. The Redlands Police Department feels that with one officer assigned as the ABC liaison/investigator and more education of patrol officers the department can more effectively investigate and combat alcohol-related crimes.

The ABC liaison officer would be assigned to a patrol team, but as a collateral detail, he would be responsible for assuring all the following goals are met (this was done during the last grant period and we exceeded our goals):

1. All licensee violations will be thoroughly investigated and sent to the local District Attorney's Office for prosecution.
2. All Minor Decoy operations will be staffed with appropriately trained personnel at a level that will ensure the greatest possibility of success. Funding provided by the grant will pay for overtime salaries for personnel working the operation.
3. The department ABC liaison officer will collect and collate accurate data regarding underage alcohol sales that will be used to focus enforcement activity.
4. All grant funded activity will be carefully documented and all reporting requirements will be strictly adhered.
5. Conduct a minimum of 4 Minor Decoy Operations targeting alcohol sales to minors.
6. Conduct a minimum of 4 Shoulder Tap Operations targeting adults who facilitate underage alcohol consumption.
7. Schedule two 2 joint ABC/RPD educational seminars designed to provide LEAD training to all local ABC licensees. An additional goal will be to provide a merchant (licensee) education program that will provide information about laws and penalties, assistance in creating management policies that prevent illegal alcohol sales, teach skills on how to recognize false ID's, and support this effort with materials and signage. This will be done near the end of the grant period as one is currently scheduled as a requirement of our current mini-grant.
8. Conduct two 2 alcohol education/awareness presentations at the University of Redlands in collaboration with the University of Redlands Peer Education group.
9. Conduct at least 1 alcohol education/awareness presentation during the funding period at each of the middle/high schools in the Redlands Unified School District. These events would be aimed at sober

## Exhibit A

events such as “Sober Spring Break” and/or Sober Prom with the assistance of the school group Friday Night Live.

- 10 Collaborate with the police department’s Crime Analysis Unit (CAU) to map all ABC licensee locations, carefully track all violations and calls for service activity at the locations. Utilize the information to focus the ABC liaison officer’s enforcement/education activity.
- 11 Organize 1 “task force” operation involving participants from such agencies as the ECC, workman’s comp. investigators, Redlands Fire Department, Redlands Code Enforcement, California BSIS, building inspectors, ABC, and Redlands Police officers to conduct business inspections on several alcoholic beverage control licensed businesses in the City.
- 12 Develop a policy/procedure to ensure arrest reports are sent to the local ABC office in a timely manner.
13. During the funding period, the police department’s ABC liaison officer will work very closely with officers from the local ABC office. Representatives from the local ABC office will be consulted with and included in every field operation possible.
14. All enforcement operations will be released to the local and regional press outlets. Any press releases will be forwarded to the local ABC office and any press briefings/conferences will include representatives from ABC. Press releases will help inform residents in the community about the project and collaborative efforts with ABC.
15. Conduct 6 “party patrols” on weekends when students at the 3 local high schools and the University of Redlands are most likely to have parties with underage drinking such as Homecoming, Graduations, and New Year’s Eve. Through the party patrols, utilize the city’s new social host ordinance as a tool to stop the parties.
16. Conduct business/license inspections on all on-sale and off-sale businesses during the grant period that had violations during our last grant period (2011-2012).
17. Conduct a minimum of 2 trap door operations targeting minors who attempt to enter a bar/nightclub or purchase alcohol.
18. Conduct 6 undercover operations to identify any narcotics activity or over serving of alcohol in bars and nightclubs mostly focusing on the “walk of shame.”
19. Conduct downtown bar patrol on the weekends/holidays where the downtown bars are busy such as St. Patrick’s Day, Cinco de Mayo, and New Year’s Eve.
20. Assist with DUI enforcement check-points funded by the Redlands Police Department.
21. Conduct false identification training and ABC informational training for the University of Redlands safety officers and Redlands Police officers.
22. Develop a means of capturing data and tracking police officers response to University of Redlands parties.
23. Conduct 1 Cops in Shops operation at an off-sale licensed business.

### **Project Personnel:**

a. Select and train one “part time” ABC liaison officer who will act as the project supervisor. This person will have the responsibility to plan, organize, facilitate, analyze and evaluate all ABC related operations/investigations within the City. The officer will be funded with overtime provided by the grant.

b. The Special Operations Bureau will be responsible for enforcement of the grant.

c. Those members of the Crime Intervention Bureau and patrol officers will assist in carrying out the objectives of the grant. The Special Operations Bureau (SOB) is staffed by the Multiple Enforcement Team (Sgt. Layel, Cpl. Elton), the East Valley Street Enforcement Team (Sgt. Crane, Cpl. McCauley), the ABC liaison officer (Ofc. Michael Merriman), Business Liaison Officer (Ofc. Steve Smith), and Community Policing Officer (Elizabeth Green). Additional officers will be used to assist with all Minor Decoy and Shoulder Tap operations.

**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>	
A.1 Straight Time	\$0.00
A.2 Overtime (estimated 300 hours @ \$63.13 per hour)	\$18,939
A.3 Benefits Employee Benefits – Medicare benefits calculated at 1.45%	\$275
<b>TOTAL PERSONNEL SERVICES</b>	\$19,214
<b>B. Operating Expenses (maximum \$2,500)</b>	
Decoy Operations, Shoulder Tap Operations, and Narcotics Investigations “Buy Money”	\$1,200
<b>TOTAL OPERATING EXPENSES</b>	\$1,200
<b>C. Equipment (maximum \$2,500)</b> (Attach receipts for all equipment purchases to monthly billing invoice)	
1 Body worn camera system	\$350
1 Body worn audio/voice recording system	\$150
200 Illuminated jeweler’s loupes @ \$4.00 each	\$800
<b>TOTAL EQUIPMENT</b>	\$1,300
<b>D. Travel Expense/Registration Fees (maximum \$2,000)</b> (Registration fee for July 2013 GAP Conference attendees is \$225 each)	
Registration for July 2013 GAP Conference 2 Attendees at \$225 each	\$450
Travel, per diem, and Lodging for the July 2013 GAP Conference	\$1,550
<b>TOTAL TRAVEL EXPENSE</b>	\$2,000
<b>TOTAL BUDGET DETAIL COST, ALL CATEGORIES</b>	\$23,714

## 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 2013.
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 cannot exceed allotted amount as shown on Budget Detail. The total amount of the contract must remain unchanged.
3. Contractor agrees to refund to the State any amounts claimed for reimbursement and paid to Contractor which are later disallowed by the State after audit or inspection of records maintained by the Contractor.
4. Only the costs displayed in the "Budget Detail" are authorized for reimbursement by the State to Contractor under this agreement. Any other costs incurred by Contractor in the performance of this agreement are the sole responsibility of Contractor.
5. Title shall be reserved to the State for any State-furnished or State-financed property authorized by the State which is not fully consumed in the performance of this agreement. Contractor is responsible for the care, maintenance, repair, and protection of any such property. Inventory records shall be maintained by Contractor and submitted to the State upon request. All such property shall be returned to the State upon the expiration of this contract unless the State otherwise directs.
6. If travel is a reimbursable item, the reimbursement for necessary traveling expenses and per diem shall be at rates set in accordance with Department of Personnel Administration rates set for comparable classes of State employees. No travel outside of the State of California shall be authorized. No travel shall be authorized outside of the legal jurisdiction of Contractor without prior authorization by the State.

## PAYMENT PROVISION

Exhibit B

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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 2013, 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 [www.ols.dgs.ca.gov/standard+language](http://www.ols.dgs.ca.gov/standard+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.

CITY OF REDLANDS  
**REQUEST FOR ADDITIONAL APPROPRIATION**

FINANCE USE ONLY
TRANSACTION NO. _____
ACCOUNTING PERIOD _____

An additional appropriation is hereby requested as follows:

Department Police Program 2014 ABC Grant  
 Account Number 247200-Varies/25134 Account Description See below  
 Amount \$ 23,714.00


JUSTIFICATION: Alcoholic Beverage Control (ABC) 2014 Grant funds will be used to increase the hours officers have to enforce alcohol related crimes, train law enforcement personnel on ABC laws, and provide alcohol and drug abuse prevention programs in the community.

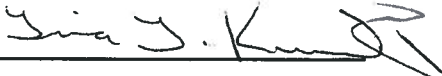
- 247200-4011/25134, Overtime Reimbursable, \$18,939
- 247200-4051/25134, FICA/Medicare, \$275
- 247200-5255/25134, Travel Expense/Reimbursement, \$1,550
- 247200-5840/25134, Training, \$450
- 247200-6590/25134, Special Departmental Supplies, \$2,500

FINANCE USE ONLY	DEBIT	CREDIT

Requested by   
 Department Head

Recommended by Finance Director:

Recommended   
 City Manager

Yes  No  Signed 

Comments: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Approved by City Council  
 Date \_\_\_\_\_  
 Signed \_\_\_\_\_  
 City Clerk