




**BOARD OF SUPERVISORS  
AGENDA LETTER**

**Agenda Number:**

**Clerk of the Board of Supervisors**  
105 E. Anapamu Street, Suite 407  
Santa Barbara, CA 93101  
(805) 568-2240

**Department Name:** Sheriff-Coroner  
**Department No.:** 032  
**For Agenda Of:** October 10, 2023  
**Placement:** Administrative  
**Estimated Time:**  
**Continued Item:** No  
**If Yes, date from:**  
**Vote Required:** Majority

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**TO:** Board of Supervisors  
**FROM:** Bill Brown Sheriff-Coroner,   
Contact Info: Lieutenant Garrett TeSlaa, 805-681-4108

**SUBJECT:** **Acceptance of Grant Funding from the State Alcoholic Beverage Control for Increased Law Enforcement to Reduce Criminal Activity Involving Alcohol**

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**County Counsel Concurrence**

As to form: Yes

Other Concurrence: N/A

**Auditor-Controller Concurrence**

As to form: Yes

**Recommended Actions:**

That the Board of Supervisors:

- a) Approve, ratify, and authorize the Sheriff or designee to execute a grant agreement with the State of California Alcoholic Beverage Control (ABC) for the Alcoholic Policing Partnership Program for FY 2023-2024 in the amount of \$50,000; and
- b) Determine that the proposed action does not constitute a “Project” within the meaning of the California Environmental Quality Act (CEQA), pursuant to 14 CCR 15378(b)(4), in that it is a government fiscal or funding activity that will not result in direct or indirect changes in the environment.

**Summary Text:**

This item is before your Board to request approval of an Alcohol Policing Partnership Program grant from ABC in the amount of \$50,000 for FY 2023-24. This grant focuses on providing enhanced levels of law enforcement to prevent criminal activity related to alcohol. The grant will be used to conduct minor decoy operations, develop and lead training for department personnel on enforcement of ABC laws, and develop training for vendors involved in the sale of alcohol. Overtime staff will be utilized to conduct the aforementioned activities during peak times and in those areas where alcohol consumption is most prevalent.

**Background:**

ABC strives to prevent criminal activity related to the consumption of alcohol by administering grants to local and state public agencies that help them enforce laws, provide education and engage in prevention efforts. The Santa Barbara County Sheriff’s Office deals with thousands of alcohol-related violations and incidents each year, due in part to the numerous alcohol licenses within the County. This grant will give the Sheriff’s Office the ability to provide enhanced levels of law enforcement to alcohol related crime and engage in prevention efforts to reduce the damaging effects of these crimes.

Although this grant can be used in any jurisdiction of the Sheriff’s Office, Goleta and particularly Isla Vista have the highest concentration of alcohol-related offenses in the county and the bulk of the enhanced enforcement efforts will be directed to these areas. Of the total licenses in these areas, 1,070 are “on-sale” establishments and 429 are “off-sale” establishments. In the Isla Vista area, there are 12 “on-sale” establishments and 6 “off-sale” licenses. These licensed establishments serve the Isla Vista population of 27,707. The City of Goleta borders the town of Isla Vista and has approximately 79 “on-sale” licenses and 41 “off-sale” licenses. Goleta’s licensed establishments serve a population of 30,975. The Goleta establishments are utilized by Isla Vista’s population as well. Isla Vista and its proximity to UCSB make it an environment where alcohol-related offenses are one of the most common issues confronted by the Sheriff’s Office. The Sheriff’s Office has received this grant in past years and has utilized the funds to provide enhanced staffing during the Fall SBCC and UCSB quarters, purchase necessary equipment, and conduct targeted enforcement operations of illegal alcohol sales.

**Fiscal and Facilities Impacts:**

Budgeted: Yes

**Fiscal Analysis:**

<b><u>Funding Sources</u></b>	<b><u>Current FY Cost:</u></b>	<b><u>Annualized On-going Cost:</u></b>	<b><u>Total One-Time Project Cost</u></b>
General Fund			
State	\$50,000		\$ 50,000.00
Federal			
Fees			
Other:			
<b>Total</b>	<b>\$ 50,000.00</b>	<b>\$ -</b>	<b>\$ 50,000.00</b>

**Narrative:**

Funds awarded from this grant were anticipated and included in the FY 2023-24 budget with a project code of GR0011. Expenses consist of overtime for Sheriff staff to participate in grant activities, travel costs to State conferences, training Sheriff staff in the enforcement of alcohol related crimes and conducting inspections of alcohol license holders. The grant operates on a reimbursement basis, whereby claims of expenses incurred are filed with ABC and payments are usually received within 60 days. The expenditures are primarily for Sheriff’s Sergeant/Deputy overtime costs with the remaining funds designated for training and operational needs. There will be no negative impact on the General Fund as a result of accepting this grant. Any funds remaining at the end of FY 2023-24 will be budgeted in the FY 2024-25 budget process.

**Key Contract Risks:** N/A

**Staffing Impacts:** N/A

**Legal Positions:**

**FTEs:**

**Special Instructions:**

Please return a copy of the minute order to Hope Vasquez, Chief Fiscal Officer, Sheriff's Office.

**Attachments:**

ABC Grant Agreement #23-APP43 and Related Exhibits (A – D)  
Contractor Certification Clauses (CCC 04/2017) for reference. No signatures required.

**Authored by:**

Lieutenant Garrett TeSlaa, Santa Barbara Sheriff's Office

**CC:**

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

**STANDARD AGREEMENT**

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER <b>23-APP43</b>	PURCHASING AUTHORITY NUMBER (If Applicable) <b>ABC-2100</b>
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1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

Department of Alcoholic Beverage Control

CONTRACTOR NAME

County of Santa Barbara through the Santa Barbara County Sheriff's Office

2. The term of this Agreement is:

START DATE

July 1, 2023

THROUGH END DATE

June 30, 2024

3. The maximum amount of this Agreement is:

\$50,000.00 Fifty thousand dollars and no cents

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibits	Title	Pages
Exhibit A	Scope of Work	2
Exhibit B	Budget Detail and Payment Provisions	3
Exhibit C *	General Terms and Conditions	4
Exhibit D	Special Terms and Conditions	1
Attachment RFP	RFP Scope of Work	8

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

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

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

**CONTRACTOR**

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

County of Santa Barbara through the Santa Barbara County Sheriff's Office

CONTRACTOR BUSINESS ADDRESS

4434 Calle Real

CITY

Santa Barbara

STATE

CA

ZIP

93110

PRINTED NAME OF PERSON SIGNING

Rob Plastino

TITLE

Chief Deputy

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

8-29-23

**STATE OF CALIFORNIA**

CONTRACTING AGENCY NAME

Department of Alcoholic Beverage Control

CONTRACTING AGENCY ADDRESS

3927 Lennane Drive

CITY

Sacramento

STATE

CA

ZIP

95834

PRINTED NAME OF PERSON SIGNING

Pattye Baker

TITLE

Chief, Business Management Branch

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

## EXHIBIT A SCOPE OF WORK

### I. SCOPE OF WORK

- Contractor agrees to implement the Department of Alcoholic Beverage Control (ABC), Alcohol Policing Partnership program. This program is intended to work with law enforcement agencies to develop an effective, comprehensive and strategic approach to eliminate the crime and public nuisance problems associated with problem alcoholic beverage outlets.
- Contractor agrees to implement ABC's Minor Decoy, Shoulder Tap Programs and conduct Informed Merchants Preventing Alcohol-Related Crime Tendencies (IMPACT) Inspections. These programs target both ABC licensed premises and individuals who furnish alcoholic beverages to the underage operators. The project is targeted to reduce underage drinking and the resultant DUI driving injuries and fatalities, and/or property damages, reduce youth access to alcoholic beverages through the education of licensee(s), enforcement intervention and the impressions of omnipresence of law enforcement. In addition, Contractor agrees to the following goals:
  1. The operation period of the grant is July 1, 2023 through June 30, 2024.
  2. Contractor agrees to raise public awareness that selling, serving and/or furnishing alcoholic beverages to individuals under twenty-one years old is a criminal violation that will be prosecuted by local city and district attorneys.
  3. Minor Decoy operations are designed to educate and deter licensed locations from selling/furnishing alcohol to minors. Contractor agrees to conduct Minor Decoy Operations at both "On-Sale" and "Off-Sale" licensed establishments within the operation period of the grant.
  4. Shoulder Tap operations are used to detect and deter adult furnishers outside of a licensed business. Contractor agrees to conduct Shoulder Tap Operations at "Off-Sale" licensed locations to apprehend adults that are unaffiliated with the licensed businesses and who are purchasing alcohol for minors outside of the stores within the operation period of the grant.
  5. Informed Merchants Preventing Alcohol-Related Crime Tendencies (IMPACT) primary goal is to educate licensee's on alcohol related laws to help reduce alcohol-related crime in and around licensed premises. Contractor agrees to conduct visits and inspections of licensed premises identifying areas of non-compliance at "On-Sale" and "Off-Sale" licensed locations within the operation period of the grant.

### II. GOALS AND OBJECTIVES

1. Conduct at least four (4) Minor Decoy operations.
2. Conduct at least two (2) Shoulder Tap operation, including the Statewide Shoulder Tap conducted by ABC.
3. Conduct at least two (2) IMPACT operations.

4. Conduct at least two (2) Trap Door operations.
5. Conduct at least thirty (30) Task force operations.
6. Conduct at least four (4) Saturation Patrols.
7. Conduct at least four (4) Roll Call briefing/trainings.
8. Provide press/social media releases on grant enforcement activities.
  - A. To announce the start of the program;
  - B. At the conclusion of each Minor Decoy Operation has been held (to announce the number of licensed premises who sold to the minor decoy)
  - C. At the conclusion of each Shoulder Tap Operation has been held (to announce the number of adults arrested for purchasing alcoholic beverages for the decoy).
9. Contractor will fax (916) 419-2599 or email each press release to the Department's Public Information Officer ([pio@abc.ca.gov](mailto:pio@abc.ca.gov)) as soon as it is released.
10. Contractor agrees in all press releases, in addition to any credits the agency wishes to give, will include the following statement: "This project is part of the Department of Alcoholic Beverage Control's Alcohol Policing Partnership."

Contractor agrees to complete and submit monthly reports, on a format designed and provided by the Department of Alcoholic Beverage Control due no later than 15<sup>th</sup> of the following month.

### III. PROJECT REPRESENTATIVES

The project representatives during the term of this agreement will be:

Santa Barbara County Sheriff's Office  
Joshua Cockrell, Sergeant  
6504 Trigo Road  
Isla Vista, CA 93117  
(805) 681-4148  
[Jvc4167@sbsheriff.org](mailto:Jvc4167@sbsheriff.org)

Department of Alcoholic Beverage Control  
Brandon Shotwell, Supervising Agent in Charge  
3927 Lennane Drive, Suite 100  
Sacramento, CA 95834  
(916) 419-2329  
[Brandon.shotwell@abc.ca.gov](mailto:Brandon.shotwell@abc.ca.gov)

Direct all fiscal inquiries to:

Santa Barbara County Sheriff's Office  
Hope Vasquez, CFO  
4434 Calle Real  
Santa Barbara, CA 93110  
(805) 681-4100  
[Hmv3606@sbsheriff.org](mailto:Hmv3606@sbsheriff.org)

Department of Alcoholic Beverage Control  
Kristine Okino, Grant Coordinator  
3927 Lennane Drive, Suite 100  
Sacramento, CA 95834  
[Kristine.okino@abc.ca.gov](mailto:Kristine.okino@abc.ca.gov)

## **EXHIBIT B BUDGET DETAIL AND PAYMENT PROVISIONS**

### **I. INVOICING AND PAYMENT**

- For services satisfactorily rendered and upon receipt and approval of the invoice, the Department of Alcoholic Beverage Control agrees to pay a monthly payment of approved reimbursable costs per the Budget Detail of personnel overtime and benefits (actual cost) and/or allowable costs.
- Invoices shall clearly reference this contract number (23-APP43) and must not exceed the contract total authorized amount of \$50,000.00. Invoices are to be submitted by the 15<sup>th</sup> of every month, on the prescribed form designed by the Department of Alcoholic Beverage Control.

Submit to: Department of Alcoholic Beverage Control  
Attn: Kristine Okino, Grant Coordinator  
3927 Lennane Drive  
Sacramento, California 95834

- Payment shall be made in arrears within 30 days from the receipt of an undisputed invoice. Nothing contained herein shall prohibit advance payments as authorized by Item 2100-101-3036, Budget Act, Statutes of 2023.
- Contractor understands in order to be eligible for reimbursement; cost must be incurred on or after the effective date of the project, July 1, 2023 and on or before the project termination date, June 30, 2024.
- Revisions to the "Scope of Work" and the "Budget Detail" may be requested by a change request letter submitted by the Contractor. If approved, the revised Grant Scope of Work and/or Budget Detail supersedes and replaces the previous grant and will initiate an amendment. No revisions can exceed allotted amount as shown on the Budget Detail. The total amount of the grant must remain unchanged.
- 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.
- 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.
- 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 grant unless the State otherwise directs.
- 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 this grant in any media.

**II. BUDGET DETAIL**

<b>COST CATEGORY</b>	<b>TOTAL COST</b>
<b>A. Personnel Services</b>	
<u>Overtime</u>	
Sergeant (\$94.23/hour @ 138/hours)	\$13,004.00
Deputy (\$79.31/hour @ 390/hours)	\$30,931.00
Benefits – n/a	\$0.00
<b>TOTAL Personnel</b>	<b>\$43,935.00</b>
<b>B. Operating Expenses (receipts required)</b>	
Buy Money	\$500.00
Decoy Meals	\$565.00
<b>TOTAL Operating</b>	<b>\$1,065.00</b>
<b>C. Equipment (receipts required, must be purchased by 12/31)</b>	
Equipment for ABC enforcement (must be pre-approved)	\$2,500.00
<b>TOTAL Equipment</b>	<b>\$2,500.00</b>
<b>D. Travel Costs</b>	
Hotel, per diem, registrations	\$2,500.00
<b>TOTAL Travel</b>	<b>\$2,500.00</b>
<b>GRANT TOTAL</b>	<b>\$50,000.00</b>



### **III. 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.

### **IV. PROMPT PAYMENT CLAUSE**

- Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

## **EXHIBIT C GENERAL TERMS AND CONDITIONS**

1. APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. ASSIGNMENT: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. AUDIT: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
6. DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.
8. INDEPENDENT CONTRACTOR: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).
10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.
12. TIMELINESS: Time is of the essence in this Agreement.
13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.
14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.
15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

- a. The Government Code Chapter on Antitrust claims contains the following definitions:
    - 1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
    - 2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.
  - b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.
  - c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.
  - d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.
16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:
- a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
  - b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.
  
18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.
  
19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:
  - a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)
  
  - b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)
  
20. LOSS LEADER: If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

## EXHIBIT D SPECIAL TERMS AND CONDITIONS

1. **Disputes:** Any disputes 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 in 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 of the 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. **Cancellation/Termination:** This agreement may be cancelled or terminated without cause by either party by giving thirty (30) calendar days advance written notice to the other party. Such notification shall state the effective date of termination or cancellation and include any final performance and/or payment/invoicing instructions/requirements. 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 2023, for the purposes of this program.
4. **Contractor Certifications:** By signing this agreement, Contractor certifies compliance with the provisions of CCC 04/2017, Standard Contractor Certification Clauses. This document may be viewed at: <https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language>
5. If the State determines that the grant project is not achieving its goals and objectives on schedule, funding may be reduced by the State to reflect this lower level of project activity and/or cancel the agreement.



**STATE OF CALIFORNIA**  
**Department of Alcoholic Beverage Control**  
**Alcohol Policing Partnership Program**

**PROPOSAL COVER SHEET**  
 (TO BE COMPLETED BY APPLICANT AGENCY)

**1. Name of Applicant Agency:** Santa Barbara County Sheriff's Office (SBSO)

**2. Description of Applicant Agency:** Provide your city or county jurisdiction, and include population data, and relevant demographic and socio-economic characteristics of the community.  
 Santa Barbara County is approximately 2,744 square land miles, with a total population of approximately 448,000. The Sheriff's Office (SBSO) provides law enforcement services to approximately 205,000, with its 242 deputy sheriffs, 221 corrections deputies, 27 dispatchers, and 190 civilian employees. SBSO provides law enforcement service to the unincorporated County area and its four contract cities. It is comprised of several Divisions & Bureaus (Patrol, Admin Services, Custody Operations and Criminal Investigations).

**3. Number of licenses in Project Area:** 1,515      **4. Tax ID:**

**5. Funds Requested:** \$ 50,000.00      **6. Project Period:** July 1, 2023–June 30, 2024

**7. Acceptance of Conditions:** By submitting this proposal, the applicant signifies acceptance of the responsibility to comply with all requirements stated in the Request for Proposals. The applicant understands that ABC is not obligated to fund the project until the applicant submits correctly completed documents required for the contract.

**A. Project Director**  
 Person with Day-To-Day Responsibility for the Project

**B. Sheriff or Chief of Police**  
 Authorizing Official

Name: Joshua Cockrell  
 Address: 6504 Trigo Road  
 Isla Vista, CA 93117  
  
 Phone: (805) 681-4148  
 Email Address: jvc4167@sbsheriff.org  
 Title: Sergeant

Name: Rob Plastino  
 Address: 4434 Calle Real  
 Santa Barbara, CA 93110  
  
 Phone: (805) 681-4100  
 Email Address: rrp2803@sbsheriff.org  
 Title: Chief Deputy

Signature: *[Handwritten Signature]*

Signature: *[Handwritten Signature]*

**C. Fiscal or Accounting Official**

**D. ABC USE ONLY**

Name: Hope Vasquez  
 Address: 4434 Calle Real  
 Santa Barbara, CA 93110  
  
 Phone: (805) 681-4100  
 Email Address: hmv3606@sbsheriff.org  
 Title: CFO

Signature: *[Handwritten Signature]* 3e06

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## SCOPE OF WORK

### Summary

Santa Barbara County is approximately 2,744 square land miles. The total population is approximately 450,000 people. The SBSO has approximately 200,000 people that it provides law enforcement services for within the County. SBSO has primary law enforcement duties in the unincorporated areas of the County as well as four contract cities; Carpinteria, Goleta, Solvang, Buellton.

Santa Barbara County is home to several colleges such as Westmont College, Brooks Institute, Allan Hancock College, Santa Barbara City College (SBCC) and the University of California, Santa Barbara (UCSB). Isla Vista is a small town bordering UCSB. Isla Vista is the hub of college student activity and socialization due to the proximity to UCSB.

The SBSO deals with thousands of alcohol related violations and incidents each year, due in part to the 1,515 alcohol licenses within the County. Of the total licenses, 1,094 are " on-sale " establishments and 421 are " off-sale " establishments. In the Isla Vista area there are 12 on-sale establishments and 6 off – sale licenses. These licensed establishments serve the Isla Vista population of approximately 27,000, which primarily range from 18-22 years old. The City of Goleta (SBSO contract city) borders the town of Isla Vista and has 110 on-sale licenses and 50 off-sale licenses. Goleta ' s licensed establishments serve a population of 32,142.

### Project Personnel

Joshua Cockrell, an Isla Vista Foot Patrol (IVFP) Sergeant with over 15 years of law enforcement experience will be the Project Director, and be responsible for assuring the completion of the goals and objectives of the grant. Sergeant Cockrell has prior experience in undercover operations, and has been the Project Director for the ABC Grant in FY2021-2022.

Depending on the type of operation, staffing will typically be comprised of 1 sergeant and 2-3 deputies each shift. The shifts will be 6-8 hours in duration, with varying days/nights, weekday/weekend, start and end times. From prior experience, Minor Decoy Operations require a minimum of 3 law enforcement personnel. Shoulder Tap Operations require a minimum of 4 law enforcement personnel. Task Force Operations will vary in personnel, and are considered to be apart of Halloween and Deltopia planning. SBSO will work with partner agencies like ABC, and UCSB Police Department.

There will be other unnamed deputies utilized in decoy and enforcement operations. Due to constant staffing and transfers, the deputies assisting with the operations will vary and cannot be named.



## SCOPE OF WORK

### Problem Statement

SBSO provides primary law enforcement services to Isla Vista. Despite its size, Isla Vista is densely populated and carries one of the highest UCR Part 1 Violent Crime rates in Santa Barbara County (Per capita). These rates are likely tied to Isla Vista's population density (14,977.6 population density per square mile), age of inhabitants (84.69% of population is between 18-24 years of age), high alcohol consumption (Isla Vista has one of the highest alcohol consumption rates per square mile; California Alcohol and Drug Council), and has been nationally recognized as a "Top Ten" college party town (Various websites and Magazines such as Playboy have consistently rated UCSB among the top schools in the country). Despite the pandemic, students are occupying their leased apartment with no observable drop in population density. In fact, over the last several years, the population in Isla Vista has continued to grow. UCSB has built more student housing and continues to extend into the City of Goleta.

To deal with these issues, SBSO and the UCSB Police Department operate a substation in Isla Vista (The Isla Vista Foot Patrol) where deputies and officers work side by side as a model of community based policing. Officers and deputies primarily patrol the area by foot, as well as utilizing bicycle and vehicle patrols. Despite their constant presence and interaction with the public during the pandemic, from 2019 to 2020, Part 1 crime rates increased by 18% (Violent Crime rates increased 8%, Property Crime rates increased 20%; FBI UCR Statistics, 2019/20). SBSO has seen a dramatic increase in impaired drivers. In 2021, there were approximately 132 impaired driving arrests, in 2022 there have been approximately 68 arrests by only SBSO personnel. These arrests can be directly linked to other alcohol violations (Keg parties, underage drinking, etc.). Also, certain annual events create a variety of alcohol related problems for the community. Such as:

**Fall Orientation:** Every Fall, the influx of new students/residents to Isla Vista creates a surge in alcohol related events. Commonly known to officers and deputies as "Fall Orientation," from August to December, new students and residents arrive in Isla Vista and learn to balance their school, work and social life, with little regard for noise and alcohol ordinances. SBSO staffs these "Fall Orientation" overtime positions (4-6 personnel per night) every Friday and Saturday nights to combat the extreme lawlessness. Due to staffing reductions and budgetary constraints, it has become difficult to fund these positions.

**Halloween and Deltopia:** These major events draw crowds of thousands to Isla Vista. Past Halloween events were estimated to have 25,000 to 40,000 college-aged persons gathered on Del Playa and surrounding streets as they celebrated for multiple days. Previous "Deltopia" events have drawn upwards of 15,000 people to a one to two block area, with one event ending after a unlawful gathering (Riot) being declared. Both events lead to the excessive consumption of alcohol by persons above and below the legal drinking age. Previous Halloween celebrations have seen over 200 people arrested over 2 to 3 day periods (The majority of which were for public intoxication), over 200 hundred citations (The majority of which were for alcohol related crimes) and a cost to SBSO totaling more than \$300,000 in manpower and equipment. While Halloween celebrations have seem to dramatically decrease over the past 3-4 years, Deltopia is getting larger. This is believed to be due to the event being held all-day and all-night. Deltopia has also produced hundreds of alcohol related violations and multiple assault reports (Both sexual and physical).

## SCOPE OF WORK

### Project Description section 1 of 2

#### Goals and Objectives:

Conduct 30 task force operations targeting ABC licensed premises, open parties to the public, and individuals wandering the streets of Isla Vista and Goleta areas during "Fall Orientation", "Halloween", "Deltopia", and throughout the school year, keeping alcohol related crimes to a minimum.

Conduct 2 "Shoulder Tap" operations, to deter furnishing alcohol to minors.

Conduct 4 "Minor Decoy" operations, to deter the sale of alcohol to minors.

Conduct 2 "Trap Door" operations, deterring the use of fake ID's to purchase alcohol by minors.

Conduct 2 IMPACT inspections at all Isla Vista locations and other locations in the Goleta area, known to sell alcohol to the Isla Vista population, in order to ensure strict compliance with ABC regulations.

Conduct 4 "Roll Call" trainings/briefings, educating deputies/officers on alcohol related crimes and the importance of a "zero tolerance" policy.

Conduct 4 "Saturation" patrols, to identify/arrest subjects who illegally transport alcohol in vehicles, drive while impaired, and unlawfully consume alcohol.

Produce 4 press releases, noting ABC violations from local establishments and presenting information to the public regarding SBSO and ABC's efforts to reduce alcohol related violations/crimes by ABC licensee's, minors and adults. Reduce the number of EMS incidents, crimes and victimizations involving the abuse of alcohol

In doing so, SBSO expects the following: To educate businesses on laws pertaining to the privileges of their licenses, conduct Informed Merchants Preventing Alcohol-Related Crime Tendencies (IMPACT) inspections, carry out Decoy operations, Shoulder Tap, and Trap Door operations at local "on-sale" and "off-sale" establishments to deter the sale and furnishing of alcohol to minors. Furthermore, SBSO believes the constant task force operations will reduce the number of alcohol related crimes (physical/sexual/property) in Isla Vista and Goleta, as well as reducing the amount of ABC licensed businesses providing alcohol to minors (With fake ID's or not checking for ID). The grant will allow SBSO to enhance public safety by increasing education and enforcement during the school year (nearly every Friday and Saturday night while school is in session) and related special events.

SBSO will utilize grant funding in educating patrol personnel regarding laws pertaining to alcohol sales, ABC licensed premises and when to report incidents to the ABC, while continuing our productive working relationship with the local ABC agents. Additionally, we will meet with the District Attorney's Office to outline the goals of the grant, and to ensure all investigations are conducted in manner that meets their needs for prosecution. We will also collaborate with UCSB/SBCC staff, the Associated Student Body, and the Dean of Students to educate students regarding the dangers of underage drinking and alcohol consumption.

## SCOPE OF WORK

### **Project Description** section 2 of 2

The SBSO is requesting funding in the amount of \$50,000 to offset the overtime cost needed to effectively increase enforcement, operating costs, and to provide/receive training in order to reduce criminal activity involving alcohol related crimes/violations.

## SCOPE OF WORK

### Additional Information

Statistics from APP Grant, September 2021-July 2022:

- 45 - Bookings/physical arrests (Not including 68 DUI arrests)
- 401 - Citations
- 32 - Task Force Operations conducted
- 2 - Minor Decoy Operations conducted
- 2 - Shoulder Tap Operations conducted
- 1 - Trapdoor Operation conducted
- 2 - IMPACT Inspections conducted
- 4 - Roll Call trainings
- 6- Saturation patrols conducted
- 4 - Press releases authored

## BUDGET DETAIL WORKSHEET

### A. Personnel Services

<b>Salaries</b>		
Classification/Positions	Computation	Total Cost
1 Sheriff's Sergeant	62.82	\$ 0
2 Sheriff's Deputy	52.88	\$ 0
3		
SUBTOTAL		\$ 0

<b>Overtime</b>		
Classification/Positions	Computation	Total Cost
1 Sheriff's Sergeant	138 hrs @ \$94.23/hr (30%)	\$ 13,004
2 Sheriff's Deputy	390 hrs @ \$79.31/hr (70%)	\$ 30,931
3		
4		
5		
6		
SUBTOTAL		\$ 43,935

<b>Benefits</b>		
Classification/Positions	Computation	Total Cost
1		
2		
3		
4		
5		

### B. Operating Expenses and Equipment

<b>Operating Expenses*</b>		
Description	Computation	Total Cost
1 "Buy Money"		\$ 500
2 Meals for "decoy" <small>*maximum of \$2,500.00</small>		\$ 565
SUBTOTAL		\$ 1,065

<b>Operating Expenses*</b>		
Description	Computation	Total Cost
1 Equipment for ABC enforcement -TBD		\$ 2,500
2		
3		
SUBTOTAL		\$ 2,500

<b>C. Travel Expenses *</b>		
Description	Computation	Total Cost
1 Any training related to ABC -TBD		\$ 2,500
2		
3		
4		
SUBTOTAL		\$ 2,500

\*APP Conference only. All travel cannot exceed current state rates.

**GRANT TOTAL** **\$ 50,000**

## OTHER FUNDING SOURCES

Complete the following to report the total funds available to support the activities related to accomplishing the goals and objectives of the contract. In the "Grant Funds" column, report the ABC funds requested by category. In the "Other Funds" column, report all other funds available to support the project by category (if none, leave blank). Then calculate the totals by category in the "Program Total" column. Total each column down to arrive at the total program funds available.

Note: Round all budget amounts to the nearest dollar—no cents.

Budget Category	Grant Funds	Other Funds	Program Total
A. Personnel Services	\$ 43,935		\$ 43,935
B. Operating Expense	\$ 1,065		\$ 1,065
C. Travel/Registration Fees	\$ 2,500		\$ 2,500
D. Equipment	\$ 2,500		\$ 2,500
<b>TOTALS</b>	<b>\$ 50,000</b>	<b>\$ 0</b>	<b>\$ 50,000</b>

This form does not become part of the contract but is **required** in the Request for Proposal package.

\*Disclaimer—Please complete only if your department will contribute funds.

# Contractor Certification Clauses

CCC 04/2017

## CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	Federal ID Number
---------------------------------------	-------------------

By (Authorized Signature)

Printed Name and Title of Person Signing

Date Executed	Executed in the County of
---------------	---------------------------

## CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,

2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lesser of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at [www.dir.ca.gov](http://www.dir.ca.gov), and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably



required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. GENDER IDENTITY: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

## **DOING BUSINESS WITH THE STATE OF CALIFORNIA**

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and

Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.