

DEPARTMENT OF ALCOHOLIC BEVERAGE CONTROL

3927 Lennane Drive, Suite, 100
Sacramento, CA 95834
(916) 419-2500



August 8, 2014

Chief Jerry Dyer
Fresno Police Department
2323 Mariposa Mall
Fresno, CA 93721

Subject: Contract 14G-LA09

Dear Chief Dyer:

Please find enclosed an approved copy of the above referenced contract entered into between the Department of Alcoholic Beverage Control and the Fresno Police Department in the amount of \$70,000.

If you have any questions, please feel free to give me a call at (916) 419-2572.

Sincerely,

A handwritten signature in blue ink that reads "Suzanne Pascual".

Suzanne Pascual
Grant Coordinator

Enclosure

Cc: Captain Andrew Hall, Project Director (no enclosure included)

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

14-136
 7/17/2014

CITY OF FRESNO
 City Clerk's Office (Original)

| |
|-------------------------------------|
| AGREEMENT NUMBER 14G-LA09 |
| REGISTRATION NUMBER |

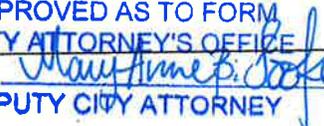
- This Agreement is entered into between the State Agency and the Contractor named below:
 STATE AGENCY'S NAME
DEPARTMENT OF ALCOHOLIC BEVERAGE CONTROL
 CONTRACTOR'S NAME
City of Fresno through the Fresno Police Department
- The term of this Agreement is: **July 1, 2014** through **June 30, 2015**
- The maximum amount of this Agreement is: **\$ 70,000**
- The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

| | |
|--|-----------|
| Exhibit A – Scope of Work | 4 page(s) |
| Exhibit B – Budget Detail and Payment Provisions | 3 page(s) |
| Exhibit C* – General Terms and Conditions | GTC 610 |
| Check mark one item below as Exhibit D: | |
| <input checked="" type="checkbox"/> Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement) | 1 page(s) |
| <input type="checkbox"/> Exhibit - D* Special Terms and Conditions | |
| Exhibit E – Additional Provisions | page(s) |

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

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

| | | |
|---|---|--|
| CONTRACTOR | | California Department of General Services Use Only |
| CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.) City of Fresno through the Fresno Police Department | | |
| BY (Authorized Signature)  | DATE SIGNED (Do not type) 7/23/14 | |
| PRINTED NAME AND TITLE OF PERSON SIGNING Jerry Dyer, Chief | | |
| ADDRESS 2323 Mariposa Mall Fresno, CA 93721 | | <input checked="" type="checkbox"/> Exempt per: SCM 4.04.(A)(3) |
| STATE OF CALIFORNIA | | |
| AGENCY NAME Department of Alcoholic Beverage Control | | |
| BY (Authorized Signature)  | DATE SIGNED (Do not type) 8/7/14 | |
| PRINTED NAME AND TITLE OF PERSON SIGNING Ed Jimenez, Assistant Director, Administration | | |
| ADDRESS 3927 Leppane Drive, Suite 100; Sacramento CA 95834 | | |

APPROVED AS TO FORM
 CITY ATTORNEY'S OFFICE
 BY: 
 DEPUTY CITY ATTORNEY

SCOPE OF WORK

1. Summary

(a.) Agency Description:

The Fresno police Department consists of 910 employees. Currently there are 698 sworn and 212 non-sworn personnel, not including approximately 61 volunteers. The members of the Fresno Police Department are a team of dedicated public servants who care about the community they serve and strive to serve with honesty, compassion and respect. Their overall mission is to enhance safety, service and trust within our community. The Fresno Police Department is a model law enforcement agency and has received national accreditation through the Commission of Accreditation for Law Enforcement Agencies (CALEA). Accreditation by this organization is a highly prized recognition of law enforcement excellence. The Fresno Police Department is the largest municipal law enforcement agency in California to receive accreditation status. The Fresno Police Department is organized into four divisions: Patrol Division, Investigative Services Division, Support Division and the Professional Standards Division.

Fresno County encompasses 6,017 square miles and by geographic size, it is the sixth largest county in California. The County's largest urban area, located in the center of the county is the City of Fresno. Fresno is the fifth largest city in the State of California, spanning 112.3 square miles with a population of over 509,000 people. Adding to the general population is a significant amount of undocumented workers. The racial demographic of the city is 30% Caucasian, 8.3% African American, 12.6% Asian, 46.9% Hispanic and 2.0% other. Unemployment rates in parts of the Valley are close to 12%. High unemployment rates have affected the economic stability of Fresno and surrounding areas. Consequently, poor economic conditions perpetuate criminal activity, including alcohol-related ones.

There are 1,054 alcohol licensed premises within the City of Fresno (517 on-sale and 537 off-sale). The Fresno Police Department acknowledges and stresses the significance of issues related to alcoholic beverage education, enforcement and abuse prevention.

(b.) Funding Requested:

Similar to other law enforcement agencies, the Fresno Police Department has been facing challenges brought on by current economic conditions. This has resulted in the Department implementing significant organizational changes to meet community needs with fewer resources. Over the past few years, the Fresno Police Department has experienced a significant reduction in the number of civilian personnel and until recently, had been holding sworn officer position vacancies due to budgetary impacts. Unfortunately the recession has placed additional constraints on the Department's ability to address alcohol related issues within the community and we are increasingly dependent on grant funding. The Fresno Police Department is requesting \$100,000 through the Grant Assistance Program in order to accomplish the listed goals and objectives.

(c.) Goals and Objectives:

During the project dates, the Fresno Police Department would like to provide education and enforcement to meet our stated goals and objectives. Our goal is to increase alcohol awareness by educating officers, licensees and the community, and to hold licensees accountable. This can be accomplished by attending Roll Call Training Sessions within the different districts,

SCOPE OF WORK

meeting with district POP Detectives and School Resource Officers, providing education to the public, licensees and their employees, conducting IMPACT Inspections, DUI educational checkpoints, conduct ROSTF operations and undercover operations (Minor Decoy, Shoulder Tap, Trap Door, Bar Watches and more).

2. Problem Statement

A significant problem within the City of Fresno is the availability of alcoholic beverages to the under age youth in our community. There is a high concentration of on-sale and off-sale licenses per capita within the City of Fresno.

Disorderly conduct related to the consumption of alcoholic beverages continues to be a concern in our community, especially at night clubs. A number of nightclubs have been identified as being disorderly, disruptive and have generated an inordinate amount of calls for service for patrol officers resulting in community concerns. Several of these locations have been under investigation and as a result, a list of the top 10 problematic on-sale premises within the City of Fresno was created. It was determined that over 350 calls for service were generated at these locations over the past year. These calls consisted of Part 1 offenses including homicide, aggravated assaults (with and without weapons), robbery and sexual assault. Other calls for service generated were verbal and physical disturbances often times involving intoxicated patrons. Posturing among and between patrons also generated calls for service due to the involvement of gang members. As a result, police resources have been drained in an effort to combat these alcohol related calls for service. Due to the continued partnership between the local Alcoholic Beverage Control office and the Fresno Police Department, some of these businesses had their alcohol license suspended, revoked or paid a fine in lieu of a suspension.

Fresno hosts a large number of sporting and entertainment venues throughout the year that attract hundreds of thousands of people. These large venues are held at the Savemart Center, Chukchansi Park, Woodward Park, Selland Arena, Saroyan Theater, and the Fresno Fairgrounds (to name a few) and alcoholic beverages are sold at all of these events.

The Greek Community at California State University Fresno has over 1,000 men and women in Fraternities and Sororities. CSU Fresno also has residence halls and apartments that are walking distance from the campus and licensed premises. Binge drinking and keg parties are still very much a part of the social atmosphere surrounding college students, but these issues are becoming more common with teenagers as well. In 2013, there were 71 alcohol related arrests within a one mile radius of the CSU campus.

There are four school districts located within the City of Fresno with over 100,000 enrolled students. There are over 17 high schools, including continuation schools. The City also has three main colleges that had approximately 30,000 students who attended the fall semester of 2013. The Fresno Police Department records indicate that officers responded to a total of 396,555 calls for service in 2013, of which 5943 of those calls were alcohol related. Records also indicate that 1404 of these alcohol related calls were within a 1/2 mile radius of a high school.

SCOPE OF WORK

Sales of alcoholic beverages to minors and furnishing alcoholic beverages to minors remain among the top alcohol related concerns of the community and law enforcement. Under cover operations conducted by the Fresno Police Department have shown that licensees will sell alcohol to minors. They have also shown that adults will frequently purchase alcoholic beverages for minors. Continued efforts are made to inform and educate licensees and the public against selling alcohol to minors.

Although The Fresno Police Department has been nationally recognized for its efforts in attempting to combat DUI's, it remains a major challenge for the Department. In 2013, there were 314 DUI collisions, 83 DUI injury collisions and 6 fatalities resulting from DUI collisions. The Fresno Police Department conducted 63 DUI educational checkpoints, 16 DUI Saturation Patrols, and continuous bar watch operations this past year. A total of 2693 individuals were arrested for driving under the influence of alcohol within the City of Fresno. In addition, 51 "Decisions For Life" classes for first time DUI offenders were conducted by the Department's Traffic Safety Section, with 1773 attendees.

3. Project Description

Goals and Objectives:

- Attend a minimum of 20 Roll Call Training Sessions. The sessions will include all four policing districts, Traffic Safety Section and Reserve Officers. The training will provide information specific to retail operating standards, the ABC administrative process, inspection privileges, and the TRACE program. Officers will be instructed to route alcohol related incident reports electronically to the ABC Coordinator/Liaison Officer.
- Attend All New Officer Orientations. Provide newly hired officers with a foundation of knowledge specific to problems with ABC licensed premises. Officers will be instructed to document all relative information as well as how to route alcohol related reports to the ABC Coordinator/Liaison Officer.
- Meet with the District POP Detectives Monthly. The ABC Coordinator will work closely with the district POP Detectives to collect information on problem licensed locations. A collaborative effort will be made to assist in addressing specific problems related to licensed premises in the districts. ABC Agents and other City personnel (ie: Code Enforcement, Fire, Planning, etc.) who may have additional information/insight to contribute will also be invited.
- Meet with School Resource Officers Quarterly. The ABC coordinator will coordinate joint efforts with the School Resource Officers to exchange information about alcohol related problems in and around the school campuses.
- Work with the Traffic Safety Division in Educating the Community and Students about alcohol related issues. The ABC Coordinator will attend community functions and events as well as assist with six "Decisions For Life" classes.
- Host a Minimum of 5 LEAD's Training Sessions for Licensees and their Employees. Emphasize the Fresno Police Department's working partnership with ABC and their collaborative proactive role in alcohol related education, prevention and enforcement.
- Conduct IMPACT/ROSTF inspections. Visit 10 licensed premises a month.
- Conduct a Minimum of 20 Minor Decoy Operations at a minimum of 200 licensed premises during the grant period.
- Conduct a minimum of 10 Shoulder Tap Operations at a minimum of 30 licensed premises during the grant period.

SCOPE OF WORK

- Conduct minimum of 10 operations at major events/venues within the City of Fresno such as the Savemart Center, The Big Fresno Fair, The Conventions Center, etc.
- Attend monthly staff meetings with ABC Agents.
- Participate in the Statewide Shoulder Tap Operation.
- Conduct a minimum of 12 operations addressing drinking in public at off-sale premises.
- Conduct a minimum of 5 trap door operations.
- Assist at a minimum of 6 DUI checkpoints.
- Identify the Top 10 Problematic Licensed Premises within the City. Identify the top 10 problem licensed premises citywide.
- Conduct a Joint Task Force Operation in each of the 4 districts. Working with the district POP Detectives, prepare a list of the problematic licensed premises and address issues utilizing multiple agencies (Code Enforcement, Health Department, CA State Lottery, BOE, Etc.)
- Conduct 20 General Enforcement Operations Citywide.

4. Project Personnel

The Fresno Police Department will assign Detective Janette Olson as the full time Project Coordinator. Detective Olson has been an Officer with the Fresno Police Department for 13 yrs and has been the Project Coordinator during the previous GAP Grant. She has attended the past GAP Grant Conference and has an established working relationship with the local ABC staff. Detective Olson has experience in conducting ABC operations. Captain Andrew Hall, Commander of the Traffic Bureau, will be the project director. Sergeant Dave Gibeault will monitor Detective Olson's daily activity. The personnel assigned to assist Detective Olson in conducting operations will be various qualified officers from throughout the department, including reserve officers if needed/available.

Detective Olson works closely with the Consumer Protection Division of the District Attorney's Office. This division often times seeks civil penalties from licensees. The District Attorney also prosecutes those who sell/furnish alcohol to minors.

Detective Olson has been working as the Fresno Police Department's ABC Coordinator the past fiscal year. The Fresno Police Department feels that it is necessary to maintain an ongoing working relationship with the local ABC office. She has been working with ABC Agents to monitor and investigate problems at licensed premises. There is a need to continue this collaborative effort with enforcing ABC laws which hold adults and minors accountable for their illegal activities. With over 1,000 licensed premises combined with a high volume of alcohol related calls for Police service, there is a need to provide concentrated efforts towards the education, prevention and enforcement of ABC laws within the City of Fresno.

Grant funding will also allow Detective Olson to continue working with the Department's Traffic Bureau in an effort to combat DUI driving and educating the community on the dangers of impaired driving. The Department's approach towards personal accountability and its aggressive response to impaired driving is nationally recognized.

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 2080 hours A.2 Overtime A.3 Benefits maximum 30% H&W, Medicare, Pension | \$68,350 |
| TOTAL PERSONNEL SERVICES | \$68,350 |
| B. Operating Expenses (maximum \$2,500) | |
| Buy money for shoulder tap operations. | 775.00 |
| TOTAL OPERATING EXPENSES | 775.00 |
| C. Equipment (maximum \$2,500) | |
| (Attach receipts for all equipment purchases to monthly billing invoice) | |
| TOTAL EQUIPMENT | |
| D. Travel Expense/Registration Fees (maximum \$2,000) | |
| (Registration fee for July 2014 GAP Conference attendees is \$225 each) 1 Officers to attend conference @ \$225 Travel, per diem, lodging for July GAP conference | \$225.00 \$650.00 |
| TOTAL TRAVEL EXPENSE | 875.00 |
| TOTAL BUDGET ESTIMATE, ALL CATEGORIES | \$70,000 |

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 2014.
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 2014, 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.
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.

UNIT 8

01/10/14