

AGREEMENT NUMBER

17G-LA15

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 Fresno through the Fresno Police Department

2. The term of this Agreement is: **July 1, 2017** through **June 30, 2018**

3. The maximum amount of this Agreement is: **\$ 100,000**

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:

☒ Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement) 1 page(s)

☐ Exhibit - D* Special Terms and Conditions

Exhibit E – Additional Provisions page(s)

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

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

CONTRACTOR

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

City of Fresno through the Fresno Police Department

BY (Authorized Signature)

DATE SIGNED(Do not type)



PRINTED NAME AND TITLE OF PERSON SIGNING

Jerry Dyer, Chief

ADDRESS

**2323 Mariposa Mall
Fresno, CA 93721**

STATE OF CALIFORNIA

AGENCY NAME

Department of Alcoholic Beverage Control

BY (Authorized Signature)

DATE SIGNED(Do not type)



PRINTED NAME AND TITLE OF PERSON SIGNING

Pattye Nelson, Chief, Business Management Branch

ADDRESS

3927 Lennane Drive, Suite 100, Sacramento CA 95834

**California Department of General
Services Use Only**

☒ Exempt per: **SCM 4.04.(A)(3)**

SCOPE OF WORK

1. SUMMARY

(a.) Agency Description:

The Fresno Police Department consists of 1,018 employees. Currently there are 759 sworn personnel and 259 non-sworn personnel. 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 of Law Enforcement Agencies (CALEA). Accreditation by this organization is a highly prized recognition of law enforcement excellence. The Fresno Police Department is one of the largest municipal law enforcement agencies in California to receive accreditation status. The Fresno Police Department is organized into four divisions: Patrol Division, Support Division, Investigations Division and the Administrative Division.

Fresno County encompasses more than 6,000 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 520,000 people. The racial demographic of the city is 30% Caucasian, 50% Hispanic/Latino, 10.5% Asian, 5.9% African American and 3.6% other. Unemployment rates in parts of the valley are over 11.1%. High unemployment rates have affected the economic stability of Fresno and the surrounding areas. Consequently, poor economic conditions perpetuate criminal activity, including alcohol related criminal activity.

There are 1,074 alcohol licensed premises within the City of Fresno (538 on-sale and 536 off-sale). The Fresno Police Department acknowledges and stresses the significance of problems and solutions related to alcohol beverage education, enforcement and abuse prevention.

(b.) Funding Requested:

Similar to other law enforcement agencies, the Fresno Police Department has faced challenges brought on by current economic conditions. This continues to result 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, this 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 for assistance in addressing and resolving these alcohol related issues. The Fresno Police Department is requesting \$100,000 through the Grant Assistance Program (GAP) in order to accomplish the listed goals and objectives.

(c.) Goals and Objectives:

During the projected 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, the community, as well as licensees and their employees. It is also our goal to hold licensees accountable. Educating officers can be accomplished by attending department Roll Call Training Sessions (shift briefings) within the five different districts, meeting with the district POP Detectives, Student Resource

SCOPE OF WORK

Officers, Student Neighborhood Resource Officers and our VICE intelligence unit officers. Community education can be accomplished by providing educational information and facts to the public at different community outreach events, school functions, etc. Educating licensees and their employees can be accomplished by utilizing LEAD's training, conducting IMPACT inspections, ROSTF operations, assisting with DUI checkpoints, saturations and pedestrian safety operations as well as conducting undercover operations throughout the city (ie: Minor Decoy, Shoulder Tap, Trap Door, Bar Watches, etc.).

2. Problem Statement

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

Disturbances and disorderly conduct related to alcohol consumption continues to be a concern within our community, especially at bars and nightclubs. Bars and nightclubs can have a higher propensity of being disorderly and disruptive. They have the potential for generating an increased amount of calls for service for patrol officers, resulting in the use of already decreased resources causing community concerns. Several licensed premises have generated complaints due to numerous calls for police service being generated. It was determined that over 450 calls for service were generated at these locations over the past year. Most of these calls for service were for verbal and physical disturbances, mostly involving intoxicated individuals. Often times, disturbances result in a Part 1 crime before officers arrive on scene. As a result, police resources have been drained in an effort to combat these alcohol related calls for service. Due to the continued collaborative partnership between the local Alcohol Beverage Control GAP Agent and the Fresno Police Department, some of the businesses had their alcohol license(s) suspended, revoked, paid a fine in lieu of suspension or came into compliance. It is a continued working joint effort to hold these licensees accountable and bring them into compliance.

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

The Greek College Community at California State University Fresno has over 1,000 men and women involved with Fraternities and Sororities. CSU Fresno also has residence halls and apartments that are walking distance from the campus as well as licensed premises, including the new Campus Point shopping center. 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 2016, there were 65 alcohol related arrests within a one mile radius of the CSUF campus. Over the last two years, we have developed a very close working relationship with the CSUF Campus Police Department in a collaborative effort to address these alcohol related issues.

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 four main college campuses that had approximately 87,000 students who attended the fall semester of 2016. Fresno Police Department records indicate that officers responded to a total of 398,232 calls for service in 2016, of which 695 were within a ½ mile radius of a high school.

SCOPE OF WORK

Sales of alcoholic beverages to minors and furnishing alcoholic beverages to minors, remains among the top alcohol related concerns for the community and law enforcement. Undercover operations conducted by the Fresno Police Department have shown that licensees and their employees do sell alcohol to minors. Undercover operations have also shown that adults will knowingly, willingly and frequently purchase alcoholic beverages for minors. Continued efforts are made to inform and educate licensees and the public to prevent the sales and furnishing of 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 2016, there were 423 DUI collisions, 91 DUI injury collisions and 8 fatalities resulting from DUI collisions. The Fresno Police Department conducted 26 DUI educational checkpoints and 27 saturation patrols this past year. A total of 1,598 individuals were arrested for driving under the influence of alcohol/drugs within the City of Fresno. In addition, 30 "Decisions for Life" classes for first time DUI offenders were conducted by the Department's Traffic Safety Unit with 1,478 attendees.

3. Project Description

Goals and Objections:

- Attend a minimum of 50 RCT sessions (briefings).
- Attend New Officer Orientations.
- Contact the district POP Detectives, SRO's, SNRO's and VICE detectives monthly.
- Work with the Traffic Safety Division and assist with 10 Decisions for Life classes.
- Assist/host a minimum of 5 LEAD training sessions for licensees and their employees.
- Conduct 15 IMPACT/ROSTF inspections.
- Conduct a minimum of 30 Minor Decoy/Shoulder Tap operations.
- Conduct a minimum of 15 operations at major events within the City of Fresno at large venues (ie: Savemart Center, The Fresno Fair, The Convention Center, Woodward Park, Chukchansi Park, etc.)
- Participate in the Statewide Shoulder Tap Operation
- Conduct a minimum of 15 Trap Door Operations.
- Assist with a minimum of 10 DUI checkpoints/saturations/pedestrian safety operations.
- Identify and address the most problematic licensed premises within the city.
- Conduct a minimum of 10 Joint Task Force Operations within the city collaborating with different agencies (ie: Code Enf., County Health Dept., CA State Lottery, BOE, FIRE, etc.)
- Conduct 45 General Enforcement Operations Citywide.
- Conduct U/C operations at 15 on-sale locations.

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 16 years and has been the Project Coordinator during the previous GAP Grant. She has attended the past GAP Grant conferences and has a well-established working relationship with the local ABC Agents. Detective Olson has experience conducting ABC operations and received a Significant Accomplishment Award from ABC for her efforts during the 2015-2016 GAP Grant period. Captain Michael Reid, Commander of the Traffic Bureau, will be the project director. Sergeant Dave Gibeault will monitor Detective Olson's project activities.

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The personnel assigned to assist Detective Olson with conducting operations will be various qualified officers within the department.

Detective Olson works closely with the Consumer Protection Division of the District Attorney's Office. This division prosecutes alcohol related violations including the prosecution of individuals who sell/furnish alcohol to minors. This division also seeks civil penalties from licensees if applicable.

Detective Olson has been working as the Fresno Police Department's ABC Liaison/Coordinator for the past fiscal year. The Fresno Police Department feels it is important and necessary to maintain an ongoing collaborative working relationship with the local ABC Agents in addition to the working relationship with the ABC GAP Agent. Detective Olson has been working with the local ABC Agents in monitoring and investigating problems at licensed premises to minimize and prevent the chances of them operating in a disorderly manner and further draining limited police resources. Continued collaborative efforts address alcohol related issues that can contribute to urban blight and result in negative effects on the quality of life in and around neighboring communities. There is a need to continue this collaborative effort with enforcing ABC laws, which hold both adults and minors accountable for their alcohol related illegal activities. With over 1,000 licensed premises throughout the city, 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 educate the community on the dangers of impaired driving. The Fresno Police Department's approach towards personal accountability, community safety and its aggressive approach in combatting impaired driving is nationally recognized.

BUDGET DETAIL

Exhibit B

BUDGET CATEGORY AND LINE-ITEM DETAIL	COST (Round budget amounts to nearest dollar)
A. Personnel Services (Straight Time Salaries, Overtime, and Benefits)	
A.1 Straight Time Officer \$80,880 @ 95% = \$76,836 A.2 Overtime A.3 Benefits Officer Benefits \$36,430 @ 59% = \$21,464 (Medicare - \$1,173; Medical - \$10,555; Pension - \$16,738 @ 58% = \$9,736	\$76,836 \$21,464
TOTAL PERSONNEL SERVICES	\$98,300
B. Operating Expenses (maximum \$2,500)	
	\$800
TOTAL OPERATING EXPENSES	\$800
C. Equipment (maximum \$2,500)	
(Attach receipts for all equipment purchases to monthly billing invoice)	
TOTAL EQUIPMENT	\$0
D. Travel Expense/Registration Fees (maximum \$2,500)	
(Registration fee for July 2017 GAP Conference attendee is \$275 each)	\$275
Travel, per diem and lodging for the July 2017/2018 Grant GAP Conference	\$625
TOTAL TRAVEL EXPENSE	\$900
TOTAL BUDGET DETAIL COST, ALL CATEGORIES	\$100,000

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 2017.
2. Revisions to the "Scope of Work" and the "Budget Detail" may be requested by a change request letter submitted by the Contractor. If approved by the State, the revised Grant Assistance Scope of Work and/or Budget Detail supersede and replace the previous documents bearing those names. No revision can exceed allotted amount as shown on Budget Detail. The total amount of the contract must remain unchanged.
3. Contractor agrees to refund to the State any amounts claimed for reimbursement and paid to Contractor which are later disallowed by the State after audit or inspection of records maintained by the Contractor.
4. Only the costs displayed in the "Budget Detail" are authorized for reimbursement by the State to Contractor under this agreement. Any other costs incurred by Contractor in the performance of this agreement are the sole responsibility of Contractor.
5. Title shall be reserved to the State for any State-furnished or State-financed property authorized by the State which is not fully consumed in the performance of this agreement. Contractor is responsible for the care, maintenance, repair, and protection of any such property. Inventory records shall be maintained by Contractor and submitted to the State upon request. All such property shall be returned to the State upon the expiration of this contract unless the State otherwise directs.
6. If travel is a reimbursable item, the reimbursement for necessary traveling expenses and per diem shall be at rates set in accordance with Department of Personnel Administration rates set for comparable classes of State employees. No travel outside of the State of California shall be authorized. No travel shall be authorized outside of the legal jurisdiction of Contractor without prior authorization by the State.

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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 2017, for the purposes of this program.
4. Contractor Certifications: By signing this agreement, Contractor certifies compliance with the provisions of CCC 307, Standard Contractor Certification Clauses. This document may be viewed at <http://www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx> .
5. If the State determines that the grant project is not achieving its goals and objectives on schedule, funding may be reduced by the State to reflect this lower level of project activity.