

STANDARD AGREEMENT

STD 213 (Rev. 03/2019)

AGREEMENT NUMBER

19G-LA16

PURCHASING AUTHORITY NUMBER (If Applicable)

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

City of Fresno through the Fresno Police Department

2. The term of this Agreement is:

START DATE

July 1, 2019

THROUGH END DATE

June 30, 2020

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.

EXHIBITS	TITLE	PAGES
Exhibit A	Scope of Work	4
Exhibit B	Budget Detail and Payment Provisions	3
Exhibit C *	General Terms and Conditions GTC 04/2017	04/2017
Exhibit D	Special Terms and Conditions	1

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.)

City of Fresno through the Fresno Police Department

CONTRACTOR BUSINESS ADDRESS

2323 Mariposa Mall

CITY

Fresno

STATE

CA

ZIP

93721

PRINTED NAME OF PERSON SIGNING

Jerry Dyer

TITLE

Chief

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

6/14/19

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

Department of Alcoholic Beverage Control

CONTRACTING AGENCY ADDRESS

3921 Lennane Drive, Suite 100

CITY

Sacramento

STATE

CA

ZIP

95834

PRINTED NAME OF PERSON SIGNING

Patty Nelson

TITLE

Chief, Business Management Branch

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

SCOPE OF WORK

1. Summary

(a) Agency Description:

The Fresno Police Department consists of 1,061 employees. Currently there are 835 allotted sworn police officer positions, of which 815 are filled. There are 246 non-sworn civilian personnel. The members of the Fresno Police Department are a team of public servants who care deeply about the community they serve. They strive to serve the community with honesty, compassion and respect. The overall mission is to enhance safety, service and trust within the community. Chief Jerry Dyer heads the Police Department, which is currently divided into four divisions: Administrative Division, Patrol Division, Support Division and the Investigations Division. Each Division is managed by a Deputy Chief. There are currently five policing districts within the city and each district has four shifts daily (day shift, lap shift, swing shift and midnight shift). Each of the five districts is managed by a District Captain.

The City of Fresno is the 5th largest city in California, the 34th largest city in the nation and is spread over 112 square miles. Fresno is very ethnically diverse with an estimated population of 538,330. Fresno is geographically centered in the San Joaquin Valley, which is known to be a leading agricultural region in California, the nation and worldwide. Fresno represents the economic, cultural and entertainment hub of central California.

Fresno is an ethnically diverse city where more than 90 languages are spoken. Agriculture is the county's primary industry boasting large populations of Hispanic, Hmong, Chinese and Armenian ethnicities. The claimed racial demographic of the county is 52.8% Hispanic/Latino, 30% Caucasian, 10% Asian, 5.8% African-American, and 1.4% other. Unemployment rates coupled with homelessness in the city have had negative effects on the economic stability of Fresno as well as the surrounding areas. As a result, poor economic conditions perpetuate criminal activity including alcohol related criminal activity.

There are 1,096 alcohol licensed premises within the City of Fresno (568 on-sale and 528 off-sale). The Fresno Police Department acknowledges the potential of alcohol related problems/issues and stresses the significance and importance of continued alcohol beverage education, abuse prevention and enforcement.

(b) Funding Requested:

The Fresno Police Department has faced many challenges brought on by current economic conditions. This continues to result in the department implementing significant organizational changes to meet the needs of the community with fewer resources. Until recently, the Fresno Police Department had been holding sworn officer vacancies due to budgetary impacts throughout the city. As a result, this has placed additional constraints on the department's ability to consistently and successfully address alcohol related issues within the community. Grant funding from the Alcohol Beverage Control is an important and crucial component in the collaborative partnership efforts in addressing alcohol related issues and continued alcohol education throughout the City of Fresno. The Fresno Police Department is requesting \$100,000 through the Alcohol Beverage Control Alcohol Policing Partnership Program (APP) in order to accomplish the listed goals and objectives.

(c) Goals and Objectives:

Throughout the grant period projected dates, the Fresno Police Department would like to provide education in addition to enforcement measures 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

Exhibit A

SCOPE OF WORK

to hold licensees accountable. Educating officers can be accomplished by attending department Roll Call Training Sessions (shift briefings) within the five policing districts as well as meeting with the district POP (Problem Oriented Policing) Detectives, Student Resource Officers, Student Neighborhood Resource Officers, and our VICE Intelligence 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/conducting LEAD's training, conducting IMPACT inspections, ROSTF operations, assisting with DUI checkpoints, saturations, pedestrian safety operations, bar watch operations as well as conducting undercover operations throughout the city (ie: Minor Decoy, Shoulder Tap and Trap Door operations).

(d) There are 1,096 alcohol licensed premises within the City of Fresno (568 on-sale and 528 off-sale).

(e) The Fresno Police Department is currently allotted 835 full time sworn Peace Officer Positions, of which 815 are filled. (Supporting document attached).

2. Problem Statement

A significant problem that continues throughout the City of Fresno is the accessibility of alcoholic beverages by underage youth within our community. There is a high concentration of both on-sale and off-sale licensed premises per capita within the City of Fresno.

Disturbances and disorderly conduct related to alcohol consumption not only generates calls for police service, but also cause safety concerns within the community. A majority of these types of calls are generated or directly related to bars and nightclubs throughout the city. Bars and nightclubs have a greater potential of having disorderly and disruptive clientele, in turn generating calls for police service taking away from an already decreased resource. Several licensed premises within the city are known to generate complaints due to continued police response for alcohol related issues. It was determined that over 450 calls for service were generated at these locations over the past year. Some of the calls for service initially started out as verbal disturbances but resulted in Part 1 crimes prior to police arrival. As a result of the seriousness and concern for public safety, police resources have been drained in an effort to address these alcohol related calls for service.

Due to the continued successful collaborative partnership between the local Alcohol Beverage Control APP Agent and the Fresno Police Department, some of the problematic licensed businesses have had their alcohol license(s) suspended, have paid a fine in lieu of license suspension/revocation, have had a combination of paying a fine and suspension/revocation or have had their license revoked altogether as a result of the continued issues/problems associated with them. This partnership continually proves successful in getting licensed businesses to come into compliance. It is a continued working collaborative effort between ABC and the Fresno Police Department to hold licensees accountable and bring them into compliance.

Fresno is known to host a large number of sporting and entertainment venues throughout the year that attract hundreds of thousands of people. These large events are held at many different venue locations which include the Savemart Center, Chukchansi Park, Woodward Park, The Selland Arena, The Saroyan Theater, The Fresno Fairgrounds, and CSU Fresno (to name a few). Alcoholic beverages are sold at all of these events.

Exhibit A

SCOPE OF WORK

Recently, there has been an increase in large concert venues taking place in one of our city parks, Woodward Park, in the spring and summer time. This is due to promoters wanting the ability to accommodate a larger number of attendees while offering entertainment in an outside venue. These venues offer multiple acts as well as different attractions. These events have created an increased need for alcohol monitoring to ensure there is no over-service as well as to prevent access of alcohol to minors.

The Greek community at California State University Fresno has over 1,100 men and women actively involved in Sororities and Fraternities. CSUF also has residence halls and apartments that are walking distance from the campus as well as areas that have numerous licensed premises. Alcohol consumption at parties is still very much a part of the social atmosphere surrounding college students and it is increasingly becoming more common with teen-aged youth. In 2018, there were approximately 43 alcohol related arrests by FPD within a one mile radius of the CSUF campus. Over the past few years, our department has developed a very close working relationship with the CSUF Campus Police Department continuing a collaborative effort in addressing alcohol related issues on and around the campus.

The City of Fresno has 17 middle schools, 15 high schools and 6 charter schools within the Fresno Unified School District. There were over 75,000 students enrolled during the 2018 school year. There are also four main college campuses in the city that had over 120,000 students enrolled during the 2018 school year. Fresno Police Department records indicate that officers responded to a total of 450,817 calls for police service in 2018, of which 843 were within a ½ mile radius of a high school.

Sales of alcoholic beverages to minors and furnishing alcoholic beverages to minors remain among the top related concerns for the community and law enforcement. Continuous undercover operations conducted by the Fresno Police Department with ABC have shown that licensees and their employees continue to sell alcohol to minors. Undercover operations have also shown that adults will knowingly, willingly and frequently purchase/provide alcoholic beverages for minors. Continued efforts are made to educate and inform licensees as well as the public to prevent the sales/furnishing of alcohol to minors.

The Fresno Police Department has been nationally recognized for its efforts in combatting DUI's, however, it remains a major challenge for the department. In 2018, there were 387 DUI collisions, 70 DUI injury collisions and 8 fatalities resulting from DUI collisions. The Fresno Police Department conducted 18 DUI checkpoints and 30 saturation patrols in 2018. A total of 2,298 individuals were arrested for DUI of alcohol/drugs within the City of Fresno in 2018. In addition, 45 "Decisions for Life" classes for first time DUI offenders were conducted by the Department's Traffic Safety Unit with 1,729 attendees.

3. Project Description

Goals and Objectives:

- ❖ Attend a minimum of 50 RCT sessions (shift briefings) and inform officers of alcohol enforcement and documentation requirements.
- ❖ Conduct 15 IMPACT/ROSTF inspections throughout the city.
- ❖ Conduct 25 Minor Decoy Operations throughout the City of Fresno.
- ❖ Conduct 5 Shoulder Tap Operations and participate in the ABC Statewide Shoulder Tap Operation.
- ❖ Conduct 20 Trap Door Operations.
- ❖ Conduct 45 General Enforcement Operations Citywide.
- ❖ Work at least 2 sporting events at California State University of Fresno.

Exhibit A

SCOPE OF WORK

- ❖ Conduct a minimum of 20 operations at major events/large venues within the City of Fresno (ie: Savemart Center, The Fresno Fair, the Convention Center, Woodward Park, Chukchansi Park, etc.)
- ❖ Conduct 10 Joint Task Force Operations within the city collaborating with different agencies (ie: Code Enf., Fresno County Health Dept., CA State Lottery, Fresno Fire, Ca Dept. of Tax and Fee Admin., etc.)
- ❖ Conduct Under Cover Operations at 20 on-sale locations.
- ❖ Host/assist with 4 LEAD training sessions for licensees and their employees.
- ❖ Work with the Traffic Safety Unit assisting with 15 Decisions for Life classes.
- ❖ Assist with 6 DUI checkpoints/saturations/pedestrian safety operations.
- ❖ Teach alcohol education in the Fresno Police Department Teen Academy.
- ❖ Teach alcohol education to Fresno Police Department Explorers.
- ❖ Contact the District POP Detectives, SRO's, SNRO's and VICE detectives monthly to monitor, discuss and share information regarding alcohol related issues.
- ❖ Identify and address the most problematic licensed premises within the city.

4. Project Personnel

Fresno Police Department Detective Janette Olson, or a qualified Fresno Police Officer, will be assigned as the full time Project Coordinator. Detective Olson has been an officer with the Fresno Police Department for 18 years and has been the Project Coordinator during the previous grant period. She has attended the past grant conferences, is very knowledgeable on ABC laws/regulations and has an excellent working relationship with the local ABC Agents. She also makes herself available to help other agencies that often contact her regarding ABC related questions/issues. Detective Olson has vast experience conducting ABC operations and has received awards from ABC two years in a row recognizing her efforts during the 2015/16 and 2016/17 grant periods. She also has an excellent working relationship with other agencies within the City and conducts joint efforts to address multiple issues in addition to ABC related problems. Sergeant Dave Gibeault will monitor Detective Olson's project activities. The personnel assigned to assist Detective Olson with conducting operations will be various qualified officers within the department. Detective Olson is currently assigned to the Traffic Safety / Support Services Section under the SEU (Special Events Unit).

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

Detective Olson has been working as the Fresno Police Department's ABC Liaison/Coordinator for the past fiscal year. The Fresno Police Department acknowledges the importance and necessity to maintain an ongoing collaborative working relationship with the local ABC Agents in addition to the working partnership with the ABC APP Agent. Detective Olson has been working with the local ABC Agents in monitoring and investigating problems at licensed premises within the city in attempt to minimize and prevent the chances of them operating in a disorderly manner, further draining limited police resources. With almost 2,000 licensed premises in the city, there is a definite need to continue this collaborative and concentrated effort of alcohol education, prevention and enforcement, which holds adults and minors accountable for their alcohol related illegal activities.

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 \$89,230 @ 89% = \$79,415	\$79,415
A.2 Overtime	
A.3 Benefits Officer Benefits \$38,733 @ 48.63% = \$18,835 Medicare -\$1,415; Medical -\$11,213; Pension - \$18,967 @ 32.73% = 6,207	\$18,835
TOTAL PERSONNEL SERVICES	\$98,250
B. Operating Expenses (maximum \$2,500)	
Operation Buy Money	\$800
TOTAL OPERATING EXPENSES	\$800
C. Equipment (maximum \$2,500) (Attach receipts for all equipment purchases to monthly billing invoice)	
TOTAL EQUIPMENT	Ø
D. Travel Expense/Registration Fees (maximum \$2,500) (Registration fee for July 2019 APP Conference attendee is \$325 each)	\$325
Travel, per diem and lodging for the July 2019 ' Conference	\$625
TOTAL TRAVEL EXPENSE	\$950
TOTAL BUDGET DETAIL COST, ALL CATEGORIES	\$100,00

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 2019.
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.

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 2019, 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.