

AGREEMENT NUMBER

17G-LA24

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 Merced through the Merced Police Department

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

3. The maximum amount of this Agreement is: \$ 38,641

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 Merced through the Merced Police Department

BY (Authorized Signature)



DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Steven S. Carrigan, City Manager

ADDRESS

611 W 22nd Street
Merced, CA 95340

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

Patty 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)

CALIFORNIA DEPARTMENT OF ALCOHOLIC BEVERAGE CONTROL
Agreement No. 17G-LA24

Account Number: N/A

Amount: N/A

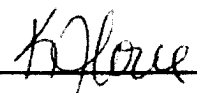
VERIFIED

BY: 
for Finance Officer

FINANCE ENTRY	
Contract No:	<u>300381</u>
Vendor Number:	<u>N/A</u>
P.O. Number:	<u>N/A</u>
Funds Available:	<u>No funds to encumber</u>
<u>REV 06/20/17</u>	

MR # 18336 FC 6/21/17

APPROVED AS TO FORM:

 6/13/17

SCOPE OF WORK

SUMMARY

Agency Description: The Merced Police Department (MPD) is located in the City of Merced, County of Merced, and State of California. The MPD employs 132 employees (sworn and civilian staff) working in various assignments throughout the agency. The agency currently has a total number of 94 sworn personnel in various positions and assignments to accommodate a wide range of service applications to meet the public safety objectives for our communities.

The agency's hierarchy is currently comprised as follows: Chief of Police, two Captains, three Lieutenants, and eleven Sergeants who oversee the various Units. This includes the Gang Violence Suppression Unit, Investigations, Patrol, Crime Scene Response Team, Bomb Unit, K-9 Unit and Arson Investigations.

Our agency is currently funded to operate an ABC Mini-Grant. Additionally, MPD has operated grants from the USDOJ and the CA Office of Traffic Safety.

Funding Requested: The MPD respectfully submits its proposal to the Department of Alcoholic Beverage Control (ABC) to apply for ABC funds in the amount of \$58,803.

Goals and Objectives: Merced Police Department staff personnel and officers are committed to strong enforcement efforts in identifying and addressing problems with alcohol related crimes. This includes licensed establishments that operate in an unlawful manner and problems associated with adults assisting under aged drinkers in accessing alcohol. These crimes create an undue burden on our law enforcement services and create problems that affect the quality of life of citizens in the surrounding communities. The MPD officers assigned to this project will work closely with ABC investigators and receive training in ABC law, alcohol enforcement strategies, and community resources.

The strategic operation that we will conduct are: IMPACT (Informed Merchants Prevention Alcohol-Related Crime Tendencies), LEAD (Licensee Education on Alcohol and Drugs), MINOR DECOY, ROSTF (Retail Operating Standards Task Force), SHOULDER TAP, and TRAP DOOR. The Department also understands the significance of house parties where individuals legally purchase alcohol and in turn allow underage persons to drink on the premises. To address this problem, the Department will use City of Merced Municipal Code and other ABC programs including PREVENT to actively arrest persons who host these parties and allow underage persons to have access to alcohol.

ABC Licensed Locations: As of March 2014, there are ninety-one (91) on-sale licensed businesses and seventy-two (72) off-sale licensed businesses in the City of Merced.

PROBLEM STATEMENT

In 2016, the MPD arrested 17 underage persons for possession of alcoholic beverages and 35 persons for providing alcohol to a minor. We responded to 1,541 calls for service related to disturbances of noise involving parties or loud music. The MPD arrested 172 adults and 3 juveniles for public intoxication and/or drinking on the street. There were 77 collisions where

SCOPE OF WORK

alcohol was involved that injured 40 people. The MPD arrested 255 adults and 8 juveniles for DUI. Alcohol related crimes continue to have an impact on the City of Merced. Due to minimum staffing levels, budgetary issues, and responding to an average of 200 calls for police service per day, our agency has not been able to specifically deal with these alcohol related crimes along with violations by on and off-sale alcohol licensees without grant funding.

On a regular basis, MPD officers respond to the local bars regarding patrons fighting, major assaults, and even collisions occurring inside or in front of the on-sale alcoholic beverage businesses. Persons directly involved in the collisions were determined to be intoxicated. The on-sale alcoholic beverage businesses have on-site security to maintain a level of organization of the patrons entering the bars and to prevent disorderly conduct of the patrons from occurring inside and outside the bars. But, there are times that the onsite security staff create more problems for us due to their lack of skills in law enforcement.

The MPD continually responds to a high volume of disturbance calls related to house parties and loud parties. Often, Officers find underage persons who have consumed alcoholic beverages. Legal aged drinkers are purchasing alcohol and are taking these beverages back to the private residences. In turn, these individuals are allowing underage persons to have access to the alcohol.

Merced is home to the University of California (UC), Merced that opened in September 2005. Although the campus is located 4 miles outside the city limits, it impacts our agency's effectiveness on alcohol enforcement. The 2016/17 student enrollment was over 7,300 and enrollment increases each year. Of those students, 2,200 lived directly on campus and another 450 lived in UC hosted apartment complexes within our city limits. The UC doesn't keep track of the number students living within the city limits in non-UC hosted residences such as rental homes or other apartment complexes. That leaves over 4,500 students living in our community and nearby communities. The UC is unique in that it has its own police department that assists with UC related incidents in our jurisdiction. But, with the UC located outside the city limits and isolated from the non-school options for entertainment, restaurants, and retail establishments, the students come to the city limits for these purposes. Unfortunately, some of the underage students will engage in the consumption of alcoholic beverages.

The MPD is currently running an ABC Mini-Grant. During the first 5 months of operations, 5 businesses have been cited for selling alcohol to minors and 2 adults have been cited for buying alcohol for minors. During 2016, MPD responded to over 20 calls for service for parties hosted by UC students. All of these calls originated from residents living in the neighborhood.

PROJECT DESCRIPTION

The MPD will implement the following programs to effectively enforce, educate, and prevent alcohol related crimes. All programs will require documentation that details the dates, times, locations, and results (compliance and/or violations) of each operation to determine and measure their effectiveness. Prior to each operation, training is provided to officers working the operation along with the decoys if relevant. Press releases will be issued following each operation.

SCOPE OF WORK

IMPACT (Informed Merchants Prevention Alcohol-Related Crime Tendencies) is a program that will promote the prevention or reduction of alcohol-related crime through education. Our officers will conduct inspections of licensed establishments that sell alcoholic beverages (on and off-sale) to determine whether the businesses are in compliance with alcohol laws. Officers will provide the merchants with information regarding laws and rules that regulate the sale of alcoholic beverages. If any business is discovered during an inspection to not be in compliance to alcohol laws, the licensees will be directed to make the corrections. Within a reasonable period of time, an officer will re-inspect the business for compliance. Officers will conduct periodic follow-up visits for compliance checks. We plan to conduct two (2) operations for three (3) hours each.

LEAD (Licensee Education on Alcohol and Drugs) is a program that provides training to off-sale retail licensees, employees, and applicants pertaining to various forms of identifying, detecting and preventing illegal activity regarding alcohol responsibility and the law. Officers will work closely with the Alcoholic Beverage Control to conduct these trainings. We plan to conduct two (2) operations for one (1) hour each.

MINOR DECOY is an effective program that the MPD used successfully in the past. Decoys (persons under 21 years old) are used to check whether licensees will sell alcohol to them. Officers and decoys divide into teams to work numerous locations simultaneously to eliminate the possibility of licensees alerting each other of the operation in effect. A citation will be completed for violations and all documentation will be forwarded to the ABC. The team leader will take photographs of the licensees' business and posted license. All businesses where the decoys are deployed will be documented whether a violation occurred or did not occur. This information will track the compliance rate of the licensee alcohol sale establishments. We plan to conduct three (3) operations for five (5) hours each.

ROSTF (Retail Operating Standards Task Force) focuses on the goal to educate, deter, detect, and bring retail licensed businesses and bars that sell alcoholic beverages into compliance with laws that address public nuisance problems within communities. Officers will work closely with ABC to gather evidence of specific violations of section 25612.5 B&P. Officers will enforce laws that require licensees to remove litter daily, remove blight or graffiti, provide adequate exterior illumination, and keep their windows and doors clear of excessive signage. We plan to conduct two (2) operations for three (3) hours each.

SHOULDER TAP is a program that uses persons under the age of 21 to be a decoy to solicit an adult to purchase or furnish them with alcoholic beverages. The solicitations take place outside of the ABC licensed stores. Each decoy will be under the direct supervision of officers working the operation. Adults who purchase or furnish the decoy with alcoholic beverages will be issued a citation or booked into jail for the violation. Photographs will be taken of the decoy, the person who provided the alcohol to the minor, and also of the business establishment where the violation occurred. A press release will be completed and provided to the media for publication. The purpose of this program is to deter adults from purchasing alcoholic beverages and then providing the beverages to underage youth. We plan to conduct three (3) operations for five (5) hours each.

TRAP DOOR is a program that specifically targets minors who try to purchase alcoholic beverages

SCOPE OF WORK

or try to enter a bar or night club with a false identification. Officers will be properly trained to detect false identifications at the licensed establishments. They will work closely with the doormen or security at the establishments to be called or notified to check an identification to determine its validity. If the patron is a minor who produces a false identification, the minor will be arrested, photographed, and booked into the appropriate detention facility. The false identification will be logged into evidence at the police station. The goal of the program is to generate a lasting level of voluntary compliance to alcohol laws by ABC licensed businesses throughout the jurisdiction of the City of Merced. Efforts during the extent of this project will be to reduce opportunities for minors to purchase and obtain alcoholic beverages through solicitations. We plan to conduct three (3) operations for five (5) hours each.

PREVENT is a program run in collaboration with other existing decoy programs. After one of the aforementioned decoy programs is completed, the officers will then focus their attention to police calls for service regarding disturbances of loud parties. Officers will respond and investigate if the host of these parties has knowingly provided alcoholic beverages to a minor. The MPD will use undercover officers to enter a private party within legal and officer safety restrictions. Upon seeing a violation, the officers will take action. The goal is to reduce adults having parties and allowing underage persons to drink. After completion of the investigation, officers will take appropriate action and seek legal sanction against the offender. We plan to conduct three (3) operations for four (4) hours each.

Along with these operations, the MPD has the commitment of the District Attorney's Office and the City Attorney's Office to continue to file cases related to crimes regarding underage alcohol. California statute violations to go the DA's Office; while, Merced Municipal Code violations go to the City Attorney's Office. In addition, the University of California of Merced Police Department and Student Services will remain involved in student discipline with incidents involving their students in regards to alcohol and parties within our city limits.

PROJECT PERSONNEL

Personnel carrying out the grant operations will be one (1) Sergeant coordinating the assignment of officers to work the operations on an overtime basis. The target is to have six (6) Officers working each operation along with the one (1) Sergeant. Officers will be designated to provide the initial ABC training to licensees, managers, employees, and applicants of retail stores and bars. All officers involved in this project will work closely with ABC investigators and receive training in ABC law, alcohol enforcement strategies, and community resources.

Officers working this project will become knowledgeable of ABC law, alcohol enforcement strategies, and community resources to convey the information to other officers within our agency and other allied law enforcement agencies. Funding from this grant will enable the MPD to launch an aggressive and vigorous effort to deal with alcohol related problems within our jurisdiction.

Personnel that will be assigned to work this grant include: Deborah Richardson, Finance Department; Lance Eber, Crime Analyst/Grant Director; Captain Chris Goodwin; Sergeant Alan Ward; and depending upon the day, officers that are available to work the operation.

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	\$0.00
A.2 Overtime	
One (1) Sergeant Overtime Rate @ \$71.37 x 71 hours	\$5,067
Six (6) Sworn Officers Overtime Rate @ \$57.10 x 71 hours/officer	\$24,325
A.3 Benefits	
One (1) Sergeant @ 7.65% x \$5,067	\$388
Six (6) Sworn Officers @ 7.65% x \$24,325	\$1,861
TOTAL PERSONNEL SERVICES	\$31,641
B. Operating Expenses (maximum \$2,500)	
"Buy Money" is needed to conduct the operations. Receipts and associated transaction documents will be retained/managed for proper documentation.	\$2,500
TOTAL OPERATING EXPENSES	\$2,500
C. Equipment (maximum \$2,500)	
(Attach receipts for all equipment purchases to monthly billing invoice)	
Surveillance equipment such as wire, cameras, and/or alcohol sensing equipment	\$2,500
TOTAL EQUIPMENT	\$2,500
D. Travel Expense/Registration Fees (maximum \$2,500)	
(Registration fee for July 2017 GAP Conference attendee is \$275 each)	
(2) attendees' registration fee for conference X \$200 each	\$400
Travel, per diem, and lodging for conference	\$1,600
TOTAL TRAVEL EXPENSE	\$2,000
TOTAL BUDGET DETAIL COST, ALL CATEGORIES	\$38,641

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.

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 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.