

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 03/2019)

AGREEMENT NUMBER

20-APP26

PURCHASING AUTHORITY NUMBER (If Applicable)

ABC-2100

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

Alcoholic Beverage Control

CONTRACTOR NAME

City of Merced through the Merced Police Department

2. The term of this Agreement is:

START DATE

July 1, 2020

THROUGH END DATE

June 30, 2021

3. The maximum amount of this Agreement is:

\$ 57,328.00 Fifty seven thousand three hundred twenty eight dollars and no cents

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

Exhibits	Title	Pages
Exhibit A	Scope of Work	2
Exhibit B	Budget Detail and Payment Provisions	3
Exhibit C *	General Terms and Conditions	4
+ - Exhibit D	Special Terms and Conditions	1
+ - Attachment RFP	RFP Scope of Work	7

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 Merced through the Merced Police Department

CONTRACTOR BUSINESS ADDRESS

611 W. 22nd Street

CITY

Merced

STATE

CA

ZIP

95340

PRINTED NAME OF PERSON SIGNING

Stephanie Dietz

TITLE

Acting City Manager

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

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ABC-2100

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

Alcoholic Beverage Control

CONTRACTING AGENCY ADDRESS

3927 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)

EXHIBIT A SCOPE OF WORK

I. SCOPE OF WORK

- Contractor agrees to implement the Department of Alcoholic Beverage Control (ABC), Alcohol Policing Partnership program. This program is intended to work with law enforcement agencies to develop an effective, comprehensive and strategic approach to eliminate the crime and public nuisance problems associated with problem alcoholic beverage outlets.
- Contractor agrees to implement ABC's Minor Decoy, Shoulder Tap Programs and conduct Informed Merchants Preventing Alcohol-Related Crime Tendencies (IMPACT) Inspections. These Programs target both ABC licensed premises and individuals who furnish alcoholic beverages to the underage operators. The project is targeted to reduce underage drinking and the resultant DUI driving injuries and fatalities, and/or property damages, reduce youth access to alcoholic beverages through the education of licensee, enforcement intervention and the impressions of omnipresence of law enforcement. In addition, Contractor agrees to the following goals:
 1. The operation period of the grant is July 1, 2020 through June 30, 2021.
 2. Contractor agrees to raise public awareness that selling, serving and/or furnishing alcoholic beverages to individuals under twenty-one years old is a criminal violation that will be prosecuted by local city and district attorneys.
 3. Minor Decoy operations are designed to educate and deter licensed locations from selling/furnishing alcohol to minors. Contractor agrees to conduct Minor Decoy Operations at both "On-Sale" and "Off-Sale" licensed establishments within the operation period of the grant.
 4. Shoulder Tap operations are used to detect and deter adult furnishers outside of a licensed business. Contractor agrees to conduct Shoulder Tap Operations at "Off-Sale" licensed locations to apprehend adults that are unaffiliated with the licensed businesses and who are purchasing alcohol for minors outside of the stores within the operation period of the grant.
 5. Informed Merchants Preventing Alcohol-Related Crime Tendencies (IMPACT) primary goal is to educate licensee's on alcohol related laws to help reduce alcohol-related crime in and around licensed premises. Contractor agrees to conduct visits and inspections of licensed premises identifying areas of non-compliance at "On-Sale" and "Off-Sale" licensed locations within the operation period of the grant.

II. GOALS AND OBJECTIVES

1. Conduct at least three (3) IMPACT operations
2. Conduct at least four (4) Minor Decoy operations
3. Conduct at least two (2) ROSTF operations
4. Conduct at least four (4) Shoulder Tap operations

5. Conduct at least four (4) Trap Door operations
6. Conduct at least four (4) Underage Drinking House Party Patrols (PREVENT)
7. Send out notifications at least two (2) times on the Online LEAD training
8. Issue at least four (4) press releases regarding special enforcement operations and other activities under this grant

Contractor agrees to issue press releases as follows:

- A. To announce the start of the program;
 - B. At the conclusion of each Minor Decoy Operation has been held (to announce the number of licensed premises who sold to the minor decoy)
 - C. At the conclusion of each Shoulder Tap Operation has been held (to announce the number of adults arrested for purchasing alcoholic beverages for the decoy).
9. Contractor will fax (916) 419-2599 or email each press release to the Department's Public Information Officer (John.carr@abc.ca.gov) as soon as it is released.
 10. Contractor agrees in all press releases, in addition to any credits the agency wishes to give, will include the following statement: "This project is part of the Department of Alcoholic Beverage Control's Alcohol Policing Partnership."

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

III. PROJECT REPRESENTATIVES

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

Merced Police Department
Lance Eber, Grant Director
611 W. 22nd Street
Merced, CA 95340
(209) 385-4701
eberl@cityofmerced.org

Department of Alcoholic Beverage Control
Monica Molthen, APP Agent
3927 Lennane Drive, Suite 100
Sacramento, CA 95834
(209) 969-0404
monica.molthen@abc.ca.gov

Direct all fiscal inquiries to:

Merced Police Department
Venus Rodriguez, Finance Officer
678 W. 18th Street
Merced, CA 95340
(209) 385-8547
rodriguezv@cityofmerced.org

Department of Alcoholic Beverage Control
Kristine Okino, Grant Coordinator
3927 Lennane Drive, Suite 100
Sacramento, CA 95834
(916) 419-2572
Kristine.okino@abc.ca.gov

EXHIBIT B BUDGET DETAIL AND PAYMENT PROVISIONS

I. INVOICING AND PAYMENT

- For services satisfactorily rendered and upon receipt and approval of the invoice, the Department of Alcoholic Beverage Control agrees to pay a monthly payment of approved reimbursable costs per the Budget Detail of personnel overtime and benefits (actual cost) and/or allowable costs.
- Invoices shall clearly reference this contract number (20-APP26) and must not exceed the contract total authorized amount of \$57,328.00. Invoices are to be submitted on a monthly basis, on the prescribed form designed by the Department of Alcoholic Beverage Control.

Submit to: Department of Alcoholic Beverage Control
Attn: Kristine Okino, Grant Coordinator
3927 Lennane Drive, Suite 100
Sacramento, California 95834

- Payment shall be made in arrears within 30 days from the receipt of an undisputed invoice. Nothing contained herein shall prohibit advance payments as authorized by Item 2100-101-3036, Budget Act, Statutes of 2021.
- Contractor understands in order to be eligible for reimbursement; cost must be incurred on or after the effective date of the project, July 1, 2020 and on or before the project termination date, June 30, 2021.
- Revisions to the "Scope of Work" and the "Budget Detail" may be requested by a change request letter submitted by the Contractor. If approved, the revised Grant Scope of Work and/or Budget Detail supersedes and replaces the previous grant and will initiate an amendment. No revisions can exceed allotted amount as shown on the Budget Detail. The total amount of the grant must remain unchanged.
- Contractor agrees to refund to the State any amounts claimed for reimbursement and paid to Contractor which are later disallowed by the State after audit or inspection of records maintained by the Contractor.
- Only the costs displayed in the Budget Detail are authorized for reimbursement by the State to Contractor under this agreement. Any other costs incurred by Contractor in the performance of this agreement are the sole responsibility of Contractor.
- Title shall be reserved to the State for any State-furnished or State-financed property authorized by the State which is not fully consumed in the performance of this agreement. Contractor is responsible for the care, maintenance, repair, and protection of any such property. Inventory records shall be maintained by Contractor and submitted to the State upon request. All such property shall be returned to the State upon the expiration of this grant unless the State otherwise directs.
- Prior approval by the State in writing is required for the location, costs, dates, agenda, instructors, instructional materials, and attendees at any reimbursable training seminar, workshop or conference, and over any reimbursable publicity or educational materials to be made available for distribution. Contractor is required to acknowledge the support of the State whenever publicizing the work under this grant in any media.

II. BUDGET DETAIL

COST CATEGORY	TOTAL COST
A. Personnel Services	
<u>Overtime</u>	
Sergeant	\$8,217.00
Officers	\$40,392.00
Benefits (7.65%)	\$3,719.00
TOTAL Personnel	\$52,328.00
B. Operating Expenses (attach receipts)	
"Buy Money"	\$2,500.00
TOTAL Operating	\$2,500.00
C. Equipment (attach receipts)	
Surveillance equipment (pre-approval required)	\$2,500.00
TOTAL Equipment	\$2,500.00
D. Travel Costs	
n/a	\$0.00
TOTAL Travel	\$0.00
GRANT TOTAL	\$57,328.00

III. BUDGET CONTINGENCY CLAUSE

- It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.
- Due to current and on-going fiscal uncertainty caused by the COVID-19 crisis, the grantee may spend no more than fifty percent (50%) of the grant amount without prior written authorization from the Department. The Department intends to authorize expenditures beyond the amount of fifty percent (50%) should its fiscal condition allow.

IV. PROMPT PAYMENT CLAUSE

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

EXHIBIT C GENERAL TERMS AND CONDITIONS

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

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

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

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

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

EXHIBIT D SPECIAL TERMS AND CONDITIONS

1. **Disputes:** Any disputes concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the Director, Department of Alcoholic Beverage Control, or designee, who shall reduce his decision in writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the Department shall be final and conclusive unless, within 30 days from the date of receipt of such copy, the Contractor mails or otherwise furnishes to the State a written appeal addressed to the Director of the Department of Alcoholic Beverage Control. The decision of the Director of Alcoholic Beverage Control or his duly authorized representative for the determination of such appeals shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. In connection with any appeal proceeding under this clause, the contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, Contractor shall proceed diligently with the performance of the contract and in accordance with the decision of the State.
2. **Cancellation/Termination:** This agreement may be cancelled or terminated without cause by either party by giving thirty (30) calendar days advance written notice to the other party. Such notification shall state the effective date of termination or cancellation and include any final performance and/or payment/invoicing instructions/requirements. No penalty shall accrue to either party because of contract termination.
3. **Contract Validity:** This contract is valid and enforceable only if adequate funds are appropriated in Item 2100-101-3036, Budget Act of 2021, for the purposes of this program.
4. **Contractor Certifications:** By signing this agreement, Contractor certifies compliance with the provisions of CCC 04/2017, Standard Contractor Certification Clauses. This document may be viewed at: <https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language>
5. If the State determines that the grant project is not achieving its goals and objectives on schedule, funding may be reduced by the State to reflect this lower level of project activity and/or cancel the agreement.



State of California
Department of Alcoholic Beverage Control
Alcohol Policing Partnership Program

PROPOSAL COVER SHEET

(TO BE COMPLETED BY APPLICANT AGENCY)

1. Name of Applicant Agency: <u>Merced Police Department</u>	
2. Description of Applicant Agency: Provide your city or county and a brief summary of department size, staffing, and structure. The Merced Police Department is located in the City of Merced, County of Merced, of the San Joaquin Valley of Central California. The department employs 130 employees (sworn and civilian staff) working in various assignments throughout the agency. This agency currently has a total number of 91 sworn personnel who are assigned to various positions within the organization to accommodate a wide range of service applications. The police department's hierarchy of command is currently comprised as follows: Chief of Police, three Captains, two Lieutenants, and eleven Sergeants who oversee Patrol, Gang Violence Suppression Unit, Investigations, Bomb, K-9, Arson, and Crime Scene Response Team.	
3. Number of Licenses in Project Area: 184	4. Population of Service Area: 87,000
5. Project Description: Provide a list of your projects goals and objectives and briefly summarize. The Merced Police Department is committed to strong enforcement efforts in identifying and addressing problems with licensed establishments that operate in a disorderly manner thus creating an undue burden on law enforcement services or create problems that affect the quality of life of others in the surrounding communities. The Department will use several ABC operations to decrease the quantity of alcohol related crimes. Following each operation, a detailed report will be maintained to determine their effectiveness. The police department will assign 1 Sergeant to coordinate and conduct operations as part of this grant along with a target of 6 officers per operation.	
6. Funds Requested: <u>\$59,828</u>	7. Project Period: July 1, 2020 – June 30, 2021
8. Acceptance of Conditions: By submitting this proposal, the applicant signifies acceptance of the responsibility to comply with all requirements stated in the Request for Proposals. The applicant understands that ABC is not obligated to fund the project until the applicant submits correctly completed documents required for the contract.	
A. Project Director (person having day-to-day responsibility for the project)	B. Chief of Police or Sheriff (authorizing official)
Name: Lance Eber Address: 611 W 22 nd St Merced, CA, 95340 Phone: 209-385-4701 Fax: 209-388-7862 E. Mail Address: eberl@cityofmerced.org Signature: <i>Lance Eber</i>	Name: Thomas Cavallero Address: 611 W 22 nd St Merced, CA, 95340 Phone: 209-385-6910 Fax: 209-385-8880 E. Mail Address: cavallerot@cityofmerced.org Signature: <i>T. Cavallero</i>
Title: Crime Analyst/Grant Director	Title: Chief of Police
C. Fiscal or Accounting Official	D. ABC USE ONLY
Name: Venus Rodriguez Address: 678 W. 18 th St Merced, CA, 95340 Phone: 209-385-8547 Fax: 209-385-6940 E. Mail Address: rodriguezv@cityofmerced.org Signature: <i>Venus Rodriguez</i> Title: Finance Officer	<div style="font-size: 1.2em; font-weight: bold; margin-bottom: 10px;">RECEIVED</div> <div style="font-size: 1.1em; font-weight: bold; margin-bottom: 10px;">MAR 20 2020</div> <div style="font-size: 0.9em;">Dept of Alcoholic Beverage Control Admin Svcs</div>

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 130 employees (sworn and civilian staff) working in various assignments throughout the agency. The agency currently has a total number of 91 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 police department also has a Reserve Officer program that performs limited duties (minor incident reports, security and bookings of prisoners, etc.) to assist our sworn patrol staff.

The agency's hierarchy is currently comprised as follows: Chief of Police, three Captains, three Lieutenants, and twelve Sergeants who oversee the various Units. This includes the Gang Violence Suppression Unit, Investigations, Patrol, Traffic, School Resource Officers, and Disruptive Area Response Team.

There are 184 licensed locations in our city.

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 \$59,828. This funding will allow us to expand our efforts in addressing alcohol-related problems in the City of Merced. The grant awarded to our agency will address alcohol-related problems by using a wide range of strategies in collaboration with ABC. Funding from this grant will enable the MPD to launch an aggressive and vigorous effort to deal with alcohol related problems within our jurisdiction.

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.

Our goal is to provide a safe environment and community for our citizens. To achieve this goal, we will use grant funding to implement programs that target on and off-sale licensees that sell alcoholic beverages. Our enforcement efforts will also target adults who purchase alcoholic beverages legally and then allow underage drinkers to have access to the alcohol. Additionally, we will target underage persons that attempt to purchase or drink alcohol using false identifications. The strategic programs that we will employ 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 January 2020 per the ABC website, the City of Merced has 109 on-sale licensed businesses and 75 off-sale licensed businesses.

Number of Allotted Full Time Peace Officer Positions: Our budgeted number of positions for the 2019/20 fiscal year is 98. Supporting documentation is attached at the end of this application.

PROBLEM STATEMENT

Alcohol is an issue in Merced. Here are statistics to support that statement. In 2019, the MPD arrested 17 underage persons for possession of alcoholic beverages. The MPD arrested 214 adults and 8 juveniles for public intoxication and/or drinking on the street. There were 121 collisions with alcohol as the Primary Collision Factor. Those 121 collisions caused 47 injuries and 1 fatality. The MPD arrested 339 adults and 4 juveniles for DUI. We responded to 1,301 incidents for disturbances of loud music and 487 incidents for loud parties. Due to minimum staffing levels, budgetary issues, and responding to an average of 200 incidents per day, our agency has not been able to conduct direct and targeted operations to effectively deal with these alcohol related crimes nor monitor on and off-sale alcohol licensees for compliance issues. ABC grant funds will assist our agency in deploying officers to work operations that will effectively address these problems through training of the licensees and enforcement of regulations and laws on our citizens.

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 2018/19 student enrollment is nearly 8,000 students and enrollment increases each year. For the 2016/2017 academic year, 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 of 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. The MPD responded to 7 incidents of parties involving UC students.

We have several licensees (on and off) that require frequent attention. For the period of 1/1/19 – 12/31/19:

- 7-11 Loughborough Drive (off) – 227 total incidents (includes 39 disturbances, 34 thefts, 21 municipal code violations, 16 field interviews, 6 public intoxications, 5 patrol checks, 5 sex crimes, 3 assaults, 2 robberies)
- 7-11 R St (off) – 180 total incidents (includes 47 disturbances, 28 thefts, 18 field interviews, 14 patrol checks, 11 municipal code violations, 2 assaults, 2 sex crimes, 1 public intoxication)
- Denny's W 13th St (on) – 175 total incidents (includes 58 disturbances, 38 municipal code violations, 11 thefts, 3 assaults, 2 sex crimes, 2 public intoxication)
- 7-11 Olive Ave (off) – 154 total incidents (includes 38 thefts, 21 disturbances, 19 municipal code violations, 16 field interviews, 4 patrol checks, 2 assaults, 1 robbery, 1 sex crime)
- AM/PM McSwain Road (off) – 131 total incidents (includes 50 thefts, 15 disturbances, 10 field interviews, 5 municipal code violations, 2 patrol checks, 2 robberies)
- AM/PM G St (off) – 110 total incidents (includes 19 disturbances, 12 thefts, 7 municipal code violations, 7 field interviews, 7 patrol checks, 2 assaults, 1 sex crime)
- AM/PM Childs Ave (off) – 105 total incidents (includes 33 thefts, 24 disturbances, 6 patrol checks, 5 municipal code violations, 2 field interviews, 2 robberies, 1 assault, 1 sex crime)
- Gas-N-Save (off) – 98 total incidents (includes 26 field interviews, 16 disturbances, 5 municipal code violations, 3 assaults, 2 thefts, 1 patrol check)
- Kewl Cats (on) – 64 total incidents (includes 21 disturbance, 12 patrol checks, 3 municipal code violations, 2 assaults, 2 field interviews, 1 public intoxication, 1 sex crime)

SCOPE OF WORK

EXHIBIT A

- O'Ryleigh's Tavern (on) – 48 total incidents (includes 10 disturbances, 10 patrol checks, 3 assaults, 3 field interviews, 2 thefts, 1 robbery, 1 sex crime)
- Applebee's (on) – 40 total incidents (includes 7 disturbances, 6 municipal code violations, 3 thefts)

PROJECT DESCRIPTION

The MPD will implement the following objectives to effectively enforce, educate, and prevent alcohol related crimes. Accomplishing these objectives will get us to our goal of providing a safe environment and community for our citizens. All enforcement operations require documentation that details the dates, times, locations, and results (compliance and/or violations) of each operation to determine and measure their effectiveness.

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 three (3) 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 two (2) hours 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 at on-sale and off-sale locations. 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. All businesses where the decoys are deployed will be documented whether a violation occurred or did not occur. **We plan to conduct four (4) 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. 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 four (4) operations for five (5) hours each.**

SCOPE OF WORK

EXHIBIT A

TRAP DOOR is a program that specifically targets minors who try to purchase alcoholic beverages 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 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 four (4) 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 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 four (4) operations for five (5) hours each.**

PRESS RELEASES will issued after each operation. The press release will detail the actions taken during the operation including date, time, location(s), suspects cited/arrested, violations, and other pertinent information.

SOCIAL MEDIA will be used to prior to an operation and after an operation. Pre-operation information shared will discuss pertinent and related laws to alcohol. Post-operation information posted will discuss the results of the operation.

Prosecuting ABC Related Cases by the District Attorney's Office is a partnership long established between the two agencies when grant funding was awarded. This partnership will be re-established with the awarding of funds for this grant program.

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. The Sergeant will work with our Explorer Program to deploy minors to use as decoys for the operations. All officers involved in this project will work closely with ABC investigators and receive training in ABC law, alcohol enforcement strategies, and community resources.

Personnel that will be assigned to work this grant on the administration side include: (1) Accountant II and (1) Crime Analyst/Grant Director.

The MPD accepted/implemented/completed several ABC "big" grants and "mini" grants over the past ten years. Other grants implemented by the MPD include USDOJ COPS Hiring Program, USDOJ COPS Secure Our Schools, USDOJ Edward Byrne Justice Assistance Grant, CA Office of Traffic Safety DUI Enforcement, and San Joaquin Valley Unified Air Pollution Control District. The Grant Director works directly with the Accountant II to complete required monthly reports and monthly claims.

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 x \$83/hr x 99 hours	\$8,217
Six (6) Sworn Officers Overtime Rate x \$68/hr x 99 hours	\$40,392
A.3 Benefits	
One (1) Sergeant @ 7.65% x \$8,217	\$629
Six (6) Sworn Officers @ 7.65% x \$40,392	\$3,090
TOTAL PERSONNEL SERVICES	\$52,328
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)	\$2,500
Surveillance equipment such as wire, cameras, and/or alcohol sensing equipment	
TOTAL EQUIPMENT	\$2,500
D. Travel Expense/Registration Fees (maximum \$2,500)	
(Registration fee for July 2020 GAP Conference attendee is \$325 each)	
(2) attendees' registration fee for conference X \$325 each	\$650
Travel, per diem, and lodging for conference	\$1,850
TOTAL TRAVEL EXPENSE	\$2,500
TOTAL BUDGET DETAIL COST, ALL CATEGORIES	\$59,828

OTHER FUNDING SOURCES

Complete the following to report the total funds available to support the activities related to accomplishing the goals and objectives of the contract. In the "Grant Funds" column, report the ABC funds requested by category. In the "Other Funds" column, report all other funds available to support the project by category (if none, leave blank). Then calculate the totals by category in the "Program Total" column. Total each column down to arrive at the total program funds available. **(Round all budget amounts to the nearest dollar—No Cents.)**

BUDGET CATEGORY	GRANT FUNDS	OTHER FUNDS	PROGRAM TOTAL
Personnel Services	\$52,328	\$0	\$52,328
Operating Expenses	\$2,500	\$0	\$2,500
Equipment	\$2,500	\$0	\$2,500
Travel/Registration Fees	\$2,500	\$0	\$2,500
TOTALS	\$59,828	\$0	\$59,828