

RESOLUTION NO. 7595

**CITY OF SOUTH GATE
LOS ANGELES COUNTY, CALIFORNIA**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH
GATE ACCEPTING GRANT FUNDS FROM THE STATE OF
CALIFORNIA DEPARTMENT OF ALCOHOLIC BEVERAGE
CONTROL FOR THE GRANT ASSISTANCE PROGRAM FOR FISCAL
YEAR 2013-2014**

WHEREAS, the South Gate City Council desires to undertake the Grant Assistance Program ("GAP") administered by the State of California Department of Alcoholic Beverage Control (hereafter referred to as "ABC") in the amount of \$6,100 for the project term from February 1, 2014, through June 30, 2014; and

WHEREAS, the Police Department will work in partnership with ABC Investigators to implement the objectives of the program, including sting operations, prevention and education programs that educate licensees on how they can be part of the solution to reduce alcohol related crimes; and

WHEREAS, the grant award to the City is \$6,100 which is to be used to pay sworn Police Officers' overtime expenses for Police Officers to deploy enforcement activity within the City for Fiscal Year 2013-2014;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SOUTH GATE DOES HEREBY RESOLVE AS FOLLOWS:

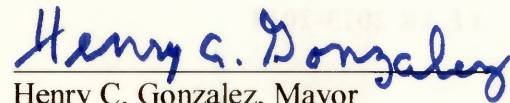
SECTION 1. The City Council hereby ratifies the execution of the attached Agreement with The Department of Alcoholic Beverage Control by the Chief of Police, including any extensions or amendments thereof.

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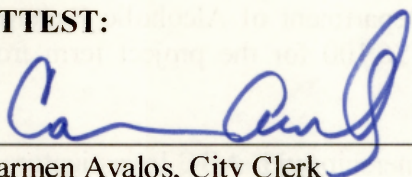
SECTION 2. The City Clerk shall certify to the adoption of the Resolution which shall be effective upon its adoption.

PASSED, APPROVED and ADOPTED this 22nd day of April 2014.

CITY OF SOUTH GATE:

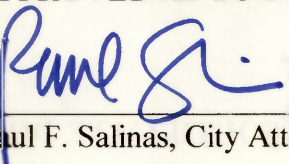

Henry C. Gonzalez, Mayor

ATTEST:


Carmen Avalos, City Clerk

(SEAL)

APPROVED AS TO FORM:


Raul F. Salinas, City Attorney

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

AGREEMENT NUMBER

13-MST20

REGISTRATION NUMBER

RP1336284

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

STATE AGENCY'S NAME

The Department of Alcoholic Beverage Control

CONTRACTOR'S NAME

City of South Gate through the South Gate Police Department

2. The term of this Agreement is: February 1, 2014 through June 30, 2014

3. The maximum amount of this Agreement is: **\$6,100.00**

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 | 3 pages |
| Exhibit B – Budget Detail and Payment Provisions | 1 page |
| Exhibit C – General Terms and Conditions (GTC-610) | 1 page * |

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 <http://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 South Gate through the South Gate Police Department

BY (Authorized Signature)

Chief Randall Davis

DATE SIGNED (Do not type)

2/18/14

PRINTED NAME AND TITLE OF PERSON SIGNING

Chief Randall Davis

ADDRESS

8620 California Ave.
 South Gate, CA 90280

STATE OF CALIFORNIA

AGENCY NAME

The Department of Alcoholic Beverage Control

(Authorized Signature)

Eduardo Jimenez

DATE SIGNED (Do not type)

2/27/14

PRINTED NAME AND TITLE OF PERSON SIGNING

Eduardo Jimenez, Assistant Director, Administration

ADDRESS

3927 Lennane Drive Ste 100, Sacramento, CA 95834

California Department of General Services Use Only

Exempt per: GC14616

EXHIBIT A SCOPE OF WORK

I. PROJECT REPRESENTATIVES

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

South Gate Police Department
8620 California Ave
South Gate, CA 90280
(323) 357-9675

Department of Alcoholic Beverage Control
Chris Brookman
District Administrator, Grant Unit
3927 Lennane Drive, Suite 100
Sacramento, CA 95834
916-419-2507

Direct all inquiries to:

South Gate Police Department
Same as above

Department of Alcoholic Beverage Control
Diana Fouts-Guter, Grant Coordinator
3927 Lennane Drive, Suite 100
Sacramento, CA 95834
916-928-9807

II. SCOPE OF WORK

- Contractor agrees to implement the Department of Alcoholic Beverage Control (ABC) Minor Decoy and Shoulder Tap Programs. These programs target both ABC licensed premises and individuals who furnish alcoholic beverages to the underage decoys. 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 enforcement intervention and the impressions of omnipresence of law enforcement. In addition, Contractor agrees to the following goals:
- 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.
- Contractor agrees to conduct Minor Decoy Operations at both "On-Sale" and "Off-Sale" licensed establishments. They will also conduct "Shoulder Tap" operations to apprehend adults that are unaffiliated with the licensed businesses and who are purchasing alcohol for minors outside of the stores. The operation period of the grant, February 1, 2014 through June 30, 2014.
- Contractor agrees to establish and implement a coordinated effort between Contractor and ABC, and acknowledges no operations will be carried out until after the Contractor's representative has completed the training/review conducted by an ABC Investigator.

- Contractor agrees to issue press releases as follows: (a) to announce the start of the program; (b) after each Minor Decoy Operation has been held (to announce the number of licensed premises who sold to the minor decoy) and/or after each Shoulder Tap Operation has been held (to announce the number of adults arrested for purchasing alcoholic beverages for the decoy). 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.
- 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 Minor Decoy/Shoulder Tap Grant Project, funded by the California Office of Traffic Safety through the National Highway Traffic Safety Administration."
- Contractor agrees to host (provide location and distribute letters/flyers with training dates/times to ABC licensed establishments) a minimum of one (1) LEAD (Licensee Education on Alcohol and Drugs) class within the local law enforcement agencies jurisdiction during the term of this contract. The training will be provided by ABC's Training/LEAD unit.
- Contractor agrees to coordinate LEAD training dates/times with ABC to ensure the LEAD Trainer is available to conduct the class.
- Contractor will conduct operations with ABC agents for practical training and partnership development purposes.
- Contractor agrees to complete and submit two (2) reports, on a format designed by the Department of Alcoholic Beverage Control: one due on or before April 15, 2014 (with results of operations through March 31, 2014) and the final report due on or before July 31, 2014 (with results of operations through June 30, 2014).
- Contractor agrees to submit an Executive Summary as part of the final report due on or before July 31, 2014. The summary shall contain the following: (1) an evaluation statement concerning the end product and cost benefits; and (2) a listing of recommended and/or adopted policy or procedure changes, if any, occurring as a result of the project.

Disclaimer – The final report shall include the following:

"The opinions, findings, and conclusions expressed in this publication are those of the authors and not necessarily those of the State of California, Business, Consumer Services and Housing Agency, or the Department of Alcoholic Beverage Control."

Project Personnel – Identify the key personnel who worked on the project, together with their job classification, and a brief description of their contribution.

Problems – Describe any operational or cost problems that were encountered in project implementation. If known, state alternative methods that would have avoided the problem and increased the effectiveness of the project.

Results – Describe in detail the results of the project in terms of meeting the original objectives as stated in the project agreement. Also, describe the results in terms of how they will be specifically applied for future improvement of the agency's continuing activities relating to alcohol problem prevention and enforcement. Where possible, describe estimated savings resulting from implementing project results.

Documentation – Attach any input and output documents developed. Examples are: new or revised forms, diagrams, management reports, photos, coding manuals, instructional manuals, etc. Other agencies may be able to adapt this material for their benefit.

III. AMENDMENT PROCESS

Should either party, during the term of this agreement, desire a change or amendment to the terms of this Agreement, such changes or amendments shall be proposed in writing to the other party, who will respond in writing as to whether the proposed changes/amendments are accepted or rejected. If accepted and after negotiations are concluded, the agreed upon changes shall be made through the State's official agreement amendment process. No amendment will be considered binding on either party until it is formally approved by the State.

IV. 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.

BYRON WESTON
XEROGRAPHIC
LINEN RECORD-2007

**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).
- Invoices shall clearly reference this contract number (13-MST20) and must not exceed the contract total authorized amount of \$6,100.00. Invoices are to be submitted with reports, on the prescribed form designed by the Department of Alcoholic Beverage Control. First report will be due on or before April 1, 2014 for operations conducted through March 31, 2014. Second report will be due on or before July 31, 2014 for operations conducted through June 30, 2014.

Department of Alcoholic Beverage Control
Attn: Kristine Okino, Grants Fiscal Analyst
3927 Lennane Drive, Suite 100
Sacramento, California 95834
(916) 419-2584

- Payment shall be made in arrears within 30 days from the receipt of an undisputed invoice.
- Contractor understands in order to be eligible for reimbursement; cost must be incurred on or after the effective date of the project and on or before the project termination date.
- Contractor understands any other costs incurred by Contractor, other than personnel overtime and benefits as authorized above, in the performance of this agreement are the sole responsibility of Contractor.

II. 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.

III. 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**

I. GENERAL TERMS AND CONDITIONS

PLEASE NOTE: This page will not be included with the final agreement. The General Terms and Conditions (GTC-610) can be found on the Internet:

<http://www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx>

RESOLUTION CERTIFICATION PAGE

STATE OF CALIFORNIA)

COUNTY OF LOS ANGELES) SS

CITY OF SOUTH GATE)

I, Carmen Avalos, City Clerk of the City of South Gate, California, hereby certify that the whole number of Members of the City Council of said City is five; that Resolution No. 7595 was adopted by the City Council at their Regular Meeting held on April 22, 2014, by the following vote:

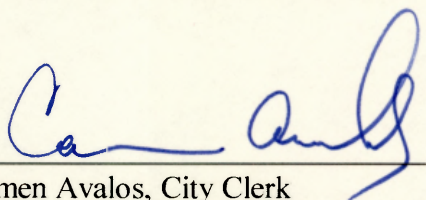
Ayes: Council Members: Gonzalez, Morales, Davila, De Witt and Hurtado

Noes: Council Members: None

Absent: Council Members: None

Abstain: Council Members: None

Witness my hand and the seal of said City on April 30, 2014.



Carmen Avalos, City Clerk
City of South Gate, California