

RESOLUTION NO. 7615

**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 2014-2015

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 \$25,000 for the project term from July 1, 2014, through June 30, 2015; 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 \$25,000 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 2014-2015;

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

SECTION 1. The City Council hereby authorizes the Chief of Police, on its behalf, to execute the attached contract, including any extensions or amendments thereof.

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

[Remainder of page left blank intentionally]

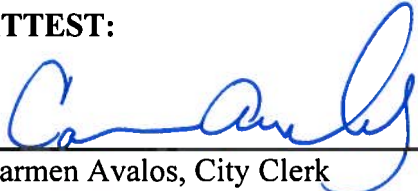
SECTION 3. The City Clerk shall certify to the adoption of the Resolution which shall be effective upon its adoption.

PASSED, APPROVED and ADOPTED this 8th day of July, 2014.

CITY OF SOUTH GATE:

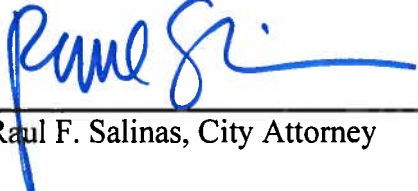

Henry C. Gonzalez, Mayor

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 14G-LA42
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 South Gate through the South Gate Police Department

2. The term of this Agreement is: **July 1, 2014** through **June 30, 2015**

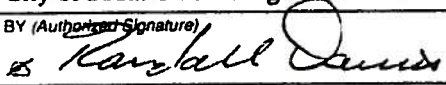

3. The maximum amount of this Agreement is: **\$ 25,000**

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

Exhibit A – Scope of Work	3 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:	
<input checked="" type="checkbox"/> Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement)	1 page(s)
<input type="checkbox"/> 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		California Department of General Services Use Only
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) 	DATE SIGNED (Do not type) 06/10/14	
PRINTED NAME AND TITLE OF PERSON SIGNING Randall Davis, Chief		
ADDRESS 8620 California Avenue South Gate, CA 90280		
STATE OF CALIFORNIA		<input checked="" type="checkbox"/> Exempt per: SCM 4.04.(A)(3)
AGENCY NAME Department of Alcoholic Beverage Control		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING Ed Jimenez, Assistant Director, Administration		
ADDRESS 3927 Lennane Drive, Suite 100; Sacramento CA 95834		

SCOPE OF WORK

Exhibit A

1. Summary

Agency Description

The South Gate Police Department consists of (65) sworn officers and (45) civilian support staff employees. The sworn personnel include a Police Chief, (2) Captains, (5) Lieutenants, (11) Sergeants, (12) Detectives, and (46) Patrol Officers. The population in the city is approximately 95% Hispanic. There are currently 108 ABC licensed locations (66 off-sale, 42 on-sale) located in the City of South Gate.

Funding Requested

The South Gate Police requests the amount of \$40,000.00 to enhance and increase their current level of enforcement regarding ABC licensed establishments and problems associated with alcohol sales and consumption.

Goals and Objectives

The South Gate Police Department is committed to enhancing and increasing their current levels of community outreach and enforcement regarding ABC licensed establishments and issues related to alcohol sales.

The officers of the South Gate Police Department will work in partnership with ABC Investigators to implement the objectives of the program including Minor Decoy / Shoulder Tap Operations, B-girl stings, party prevention and dispersal deployment. South Gate Police Department will increase community awareness and will educate the public in matters related to underage drinking and in ways to identify problem locations. Additionally, the South Gate Police Department will engage other public organizations and community groups, including but not limited to, the Los Angeles Unified School District, Neighborhood Watch Groups, business owners, and the business community. They will employ press releases that support the efforts of the grant program as well as submit articles and notices of events to the press related to the program objectives.

The project requested for funding has the full support and commitment of the Police Chief and the members of the department to successfully impact the issues of alcohol sales to minors and to monitor problem ABC establishments within the city. The South Gate Police Department believes that ABC licensees in the city will benefit greatly from the proposed efforts to reduce alcohol related issues. Reduction in alcohol related violations will allow the city's patrol officers to focus on patrol activities, crime prevention, and other law enforcement activities to reduce overall crime and make a significant impact on the quality of life in the community.

Number of ABC Licensed Locations

There are a total of 108 ABC licensed locations (66 off-sale, 42 on-sale) located in the City of South Gate.

Exhibit A

2. Problem Statement

The South Gate Police Department provides public safety to a population of over 94,000 residents. The department will focus on a variety of ABC licensed establishments city wide. The South Gate community is predominately Latino, at 95% of the population. The annual median income per family is \$41,851. Serious crime is a major concern in the City of South Gate. In 2013 alone, the South Gate Police Department made 121 DUI arrests, 333 arrests for individuals who were drunk in public and 118 citations for Vehicle Code, Business & Professions Code, and Municipal Code violations involving alcohol. The 2011 rankings from the California Office of Traffic Safety show that the city of South Gate was ranked 23rd out of 102 cities of similar average population in regards to alcohol related traffic collisions which resulted in death or injury, with a total of 50 DUI related traffic collisions.

The number of gangs and gang members has risen over the past five years. The street gangs from neighboring communities have also adversely impacted the city's crime rate due to their mobility. The effort to track and mitigate gang related violence and crime requires extensive resources and staff time, which takes a great toll on the limited resources of the South Gate Police Department during the current challenging economic climate. Additionally, State Assembly Bill 109, "Realignment" mandates that individuals sentenced to non-serious, non-violent, non-sex related offences will serve their sentences in county jails instead of state prison. This places a strain on counties and on local police agencies such as South Gate.

Alcohol establishments, regardless of the type, have been problematic to law enforcement, especially in a community with many establishments located within or in close proximity to residential areas. The owners and employees of these establishments are prone to sell alcohol to underage individuals because of the high demand and potential profit. Juveniles (especially juvenile gang members) that cannot buy alcohol or get someone to buy it for them will engage in what is commonly called a "Beer Run." On occasion, these types of incidents can become violent and turn into a robbery for the alcoholic beverage. The South Gate Police Department, together with ABC investigators will attempt to curb this type of illegal activity.

3. Project Description

- 1) Train two (2) officers on ABC enforcement tactics, strategies, and administrative accusation process. The officers will attend training presentations and conferences offered by ABC during the year.
- 2) Identify and target problematic establishments.
- 3) Continue the established relationships with ABC district offices and Grant Assistance Program Coordinator.
- 4) Will prepare four (4) press releases in cooperation with ABC, to announce the project and to report on significant progress and activities. Engage the media in the program and sting operations.
- 5) Conduct five (5) minor decoy / shoulder tap sting operations, or Teen Party Prevention and Dispersal Deployments (TAPPED).

Exhibit A

- 6) Conduct four (4) discretionary undercover operations such as; Trapdoor, B-girls, Cops-N-Shops, Warrant Operations.
- 7) Conduct four (4) IMPACT Inspection operations.
- 8) Conduct four (4) community meetings on alcohol awareness and related crimes/topics.
- 9) Conduct two enforcement details targeting DUI and related crimes connecting alcohol consumption to driving and vehicles.

4. Project Personnel

The Grant Assistant Program (GAP) will operate under the direction of the uniformed Patrol Division of the South Gate Police Department. The staffing for the department required to implement the grant goals and objectives will be one officer who will be responsible for supervising the operations, coordinate meetings, assist ABC investigators involved in the project and manage the grant and reporting. A sergeant will be assigned to participate in the operations, testify in court and in ABC administrative hearings and attend training presentations offered by ABC during the year. Staffing will also require two officers, who will be responsible for attending training presentations offered by ABC during the year, carry out the operations including but not limited to arrests, citations, evidence collections, court and ABC hearing testimony and public education.

Currently, the South Gate Police Department's ABC enforcements efforts are supervised by Sergeant Roman Amador and under the direct management of Lieutenant Jim Teeple. The South Gate Police Department will utilize the Narcotics Unit, Crime Impact Team, and Patrol Officers for some of these ABC operations.

The requested funds for the ABC operations will be used for overtime & benefits for the three sworn police officers and one Sergeant. The South Gate Police Department will provide additional "in kind" services of all other personnel participating in the investigations and operations.

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)	
Overtime Overtime Est. 343 hours @ \$67 per hour	\$22,981
TOTAL PERSONNEL SERVICES	
B. Operating Expenses (maximum \$2,500) "Buy Money" for Decoy Operations, Shoulder Tap Operations, Narcotic Investigations, and other Under cover Operations. Community meetings	\$500
TOTAL OPERATING EXPENSES	\$500
C. Equipment (maximum \$2,500) None	
TOTAL EQUIPMENT	0
D. Travel Expense/Registration Fees (maximum \$2,000) (Registration fee for July 2014 GAP Conference attendees is \$225 each) Travel and lodging.	\$1,500
TOTAL TRAVEL EXPENSE	\$1,500
TOTAL BUDGET DETAIL COST, ALL CATEGORIES	\$24,981

AGENCY'S PROJECT GOALS & OBJECTIVES:

1. Train two (2) officers in ABC enforcement and licensing processes.
2. Identify and target problematic ABC licensed locations.
3. Continue the established relationships with ABC district offices and Grant Assistance Program Coordinator.
4. Issue three (3) media press releases regarding ABC grant activities.
5. Conduct at least four (4) IMPACT operations.
6. Conduct at least three (3) Minor Decoy operations.
7. Conduct at least one (1) Shoulder Tap operation.
8. Conduct at least one (1) TAPPED operation.
9. Conduct at least two (2) undercover operations.
10. Conduct at least two (2) community meetings on alcohol awareness and related crimes/topics.
11. Conduct at least one (1) enforcement detail targeting DUI and related crimes connecting alcohol consumption to driving and vehicles.

PAYMENT PROVISION

Page 1 of 2

Exhibit B

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 2014.
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 cannot 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

Page 2 of 2

Exhibit B

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.

Exhibit D

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 2014, 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 www.ols.dgs.ca.gov/standard+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.

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. 7615 was adopted by the City Council at their Regular Meeting held on July 8, 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 July 14, 2014.



Carmen Avalos, City Clerk
City of South Gate, California