

AGREEMENT NUMBER

17G-LA51

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 Stockton through the Stockton Police Department

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

3. The maximum amount of this Agreement is: \$ 100,000

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

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:

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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 Stockton through the Stockton Police Department

BY (Authorized Signature)



DATE SIGNED(Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Eric Jones, Chief

ADDRESS

22 E. Market Street
Stockton, CA 95202

STATE OF CALIFORNIA

AGENCY NAME

Department of Alcoholic Beverage Control

BY (Authorized Signature)


PRINTED NAME AND TITLE OF PERSON SIGNING

Pattye 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)

Exhibit A

SCOPE OF WORK**1.) SUMMARY****A. AGENCY DESCRIPTION**

The Stockton Police Department (SPD) was established in 1850 and is located in San Joaquin County. The thirteenth largest California city, Stockton is home to an estimated population of 298,118 according to the 2013 United States Census Bureau. According to the 2010 Federal Census, Stockton has an ethnically diverse population comprised of 33 percent Hispanic, 32 percent White, 19 percent Asian, 11 percent Black, 0.5 Native American, 0.3 percent Pacific Islander, 0.2 percent other, and 4 percent two or more races. The gender breakdown is 50.5 percent female and 49.5 percent male.

The Department is comprised of 485 sworn positions and 228 civilian employees. Twenty-two (22) officers are assigned to administrative functions, 365 officers are assigned to patrol duties, 41 officers are assigned to investigative functions, and 49 are assigned to the Special Investigations Section. The SPD Chief of Police directs the operations of the Department with the assistance of two Deputy Chiefs and five Captains. Two Captains share command of the Field Services Division based on geographical division. One Captain is responsible for Administrative Services, one for Investigations, and one for Technical Services.

The SPD Vice Unit is located within the Special Investigations Section. This unit has the primary responsibility for investigating problems involving Alcoholic Beverage Control (ABC) licensed establishments. The Vice Unit is commanded by a lieutenant and supervised by a police sergeant. The Unit is staffed with seven officers and one civilian records assistant. One of the officers assigned to the Unit acts as the liaison to the Stockton ABC Office for all matters involving ABC-licensed establishments.

The City of Stockton has a wide variety of ABC-licensed establishments totaling 654, according to the Administrative Services Branch of the Department of Alcoholic Beverage Control. The types of establishments are listed below:

Types 20 and 21 Off-Sale 286 active licenses

Types 40, 41, 42, 47, 48, 50 - 75 On-Sale 334 active licenses

Types 2, 10, 13, 14, 17, 18 and 23 Non-Retail 34 active licenses

B. FUNDING REQUESTED

A total of \$100,000 funding is requested to pay for overtime costs, operating expenses, equipment and travel expenses/registration fees for ABC training. Funding related to overtime costs will cover Officers conducting ABC training, education, and enforcement operations. Operating expenses will be utilized in the form of "buy money" on Decoy Operations, Shoulder Tap Operations, and narcotic investigations. Equipment funding will be utilized to purchase items needed to assist in surveillance. Because Intelligence and Mission Planning will occur during regular business hours, the Stockton Police Department will supplement grant funds with \$12,245 in other funds: these funds will pay for salary, operating and equipment expenses. Equipment needed for grant operations is surveillance/monitoring equipment and relative accessories as needed.

C. GOALS AND OBJECTIVES

The Stockton Police Department's overarching goal is to reduce alcohol-related crimes. Two Vice officers will attend the 2017 ABC GAP Conference and attempt to participate in any other available training courses provided by ABC sworn staff. Our continued strategy is to train all sworn officers on ABC education, prevention, and enforcement measures, so they can continue to effectively handle ABC-related matters well after this grant cycle is completed. Stockton Police Department staff have

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SCOPE OF WORK

extended training to other City Departments such as Fire and Code Enforcement. In addition to training our officers, the Stockton Police Department plans on utilizing an IMPACT program to educate ABC licensees on helping to reduce alcohol-related crimes. We also plan on utilizing the local media to inform our citizens of the alcohol-related enforcement activities made possible from this ABC Grant.

Stockton Police plan to conduct enforcement activities at ABC locations within our jurisdiction to reduce alcohol-related crimes. We will utilize the ROSTF strategy in combination with Minor Decoy and Shoulder Tap operations, in addition to other enforcement strategies, at Off-Sale ABC locations. Additional goals are to conduct aggressive enforcement activities including Minor Decoy, narcotics investigations, Trap Door, possession of stolen property investigations, task force operations with neighboring agencies and other enforcement strategies at On- Sale locations.

Many of the locations to be specifically targeted for enforcement will be within the City's two revitalization areas and will include identified "problem use" locations. ABC licensees within the specific geographic regions in the City of Stockton, both containing designated areas of revitalization, will be targeted. These regions will include the Downtown Entertainment District, and Pacific Avenue from Harding Way to March Lane, which encompasses the University Neighborhood Renaissance Program. In addition, the historic Downtown area will be a target area due to the large volume of violent crimes and open alcohol abuse that takes place at or around alcoholic licensed establishments in this neighborhood.

Our objectives through training and enforcement will be to reduce the percentage of sales and furnishing alcohol to minors by 10%, related to enforcement statistics from the first two quarters of the Grant year to the last two quarters. Our second objective is to reduce the calls for police services at problem locations, established during the Grant year by 10%.

2.) PROBLEM STATEMENT

Stockton has a long history of excessive violent crime in relation to its population size. According to statistics released by the Federal Bureau of Investigations (FBI), in 2014, Stockton ranked the second highest violent crime rating among California cities with a population of over 100,000. That statistic marked the seventh straight year Stockton was ranked amongst the top 10. Nationwide, Stockton is ranked thirty-two with the most violent crime, according to more recent studies. The Stockton Police Department is currently staffed at a ratio of 1.43 officers per 1,000 residents within the population served. According to the United States Department of Justice (DOJ) Bureau of Justice Statistics (BJS), the national average for a city with a population over 250,000 is 2.5 officers per 1,000 residents.

In June 2012, the City of Stockton filed for chapter 9 bankruptcy and the bankruptcy exit plan was approved on February 25, 2015. As the City continues to rebuild and maintain fiscal solvency, funding for proactive police enforcement activities remain scarce. ABC grant funding would allow the SPD to carry out minor decoy and shoulder tap operations. Currently, the SPD relies heavily on grant funding to conduct proactive police enforcement. All proactive enforcement measures are welcomed and greatly appreciated by the community as Stockton continues to experience high crime rates. As a prior recipient of ABC Grants, the SPD has been successful in creating long lasting partnerships with multiple jurisdictions such as the City of Manteca Police Department, City of Lodi Police Department,

Exhibit A

SCOPE OF WORK

Stanislaus County Sheriff's Department and The Berkeley Police Department, to name a few. In turn, the Stockton Police Department has benefited with added enforcement from agents from Stockton, Sacramento, and Fresno ABC District Offices. We hope to continue these partnerships with the assistance of ABC Grant funding.

An ongoing problem facing the City of Stockton is alcohol-related establishments which create a high number of calls for police services due to fights, street robberies, shootings, narcotics dealing, gambling and loitering. Additionally, these establishments are responsible for selling to intoxicated persons or minors and On-Sale night club type establishments being over-occupied by Fire Safety standards. Stockton has several of these "problem use" locations, based on citizen complaints and incident driven police contact with ABC licensed establishments. Obtaining ABC Grant funding will continue to enable the Stockton Police Department to utilize training, education, and aggressive enforcement strategies to reduce alcohol-related crimes and reduce the overall demand for police services.

In addition to known problem use locations, the City of Stockton has three geographic areas with a high concentration of ABC licensees, many located within revitalization areas. The three geographic areas of revitalization are the Downtown Entertainment District, Historic Downtown Stockton District and the University Neighborhood Renaissance Program. The Downtown Entertainment District is serviced by the Downtown Stockton Alliance, a public/private partnership uniting property owners and downtown businesses, whose mission is to develop, promote, and maintain historic Downtown Stockton as a regional business, cultural, and entertainment destination. The Historic District is unserved by any improvement group. The University Neighborhood Renaissance Program geographically includes the Miracle Mile Improvement District, which was formed in 2007 as a non-profit organization to improve the safety, security, appearance, and economic growth of the area. The Department plans aggressive enforcement strategies to reduce the amount of alcohol sales to minors and overall alcohol-related calls for police services for all of the revitalization areas. Each of these areas contain a large concentration of On-Sale establishments. The SPD will work with the vested groups of these districts to educate ABC licensees and work with the licensee locations utilizing Cops in Shops and Trap Door operations. Additionally, the Department plans to continue aggressive enforcement of individuals abusing alcohol and licensed locations enabling individuals to loiter and drink in public causing blight in downtown areas. The City also has a high concentration of ABC licensees along Pacific Avenue between Harding Way and March Lane. The Stockton Police Department has identified three (3) separate On-Sale locations that are "problem use" locations, within a three-block area of each other. These locations cause a constant drain on police resources and negatively affect the quality of life for our citizens. ABC Grant funding will enable the Stockton Police Department, along with the ABC and other resources from the City of Stockton, to aggressively enforce ABC-related laws at these locations to reduce their negative impact on our community.

3.) PROJECT DESCRIPTION

During the Grant year, the Stockton Police Department will coordinate with partner agencies, such as the ABC on the following:

1. Conduct a combination of at least 26 Minor Decoy operations, Shoulder Tap operations, Trap Door operations, General Enforcement, task force operations, narcotics investigations, and receipt of stolen property investigations at alcohol establishments in Stockton.

Exhibit A

SCOPE OF WORK

2. Conduct IMPACT inspections at 75 to 80 licensed establishments.
3. Work with ABC to conduct ROSTF investigations at problem locations that do not comply with findings discovered during IMPACT inspections.
4. Conduct bi-annual ABC training investigative techniques for all sworn and appropriate non-sworn personnel of the Stockton Police Department.
5. Work with owners and operators of "problem use" alcohol establishments to reduce the problems they create in the community. Conduct investigations in partnership with the Stockton Fire Department, Code Enforcement, Labor Law, and ABC to modify or revoke Use Permits of businesses that do not cooperate or help to ease the problems they create.
6. Work with community groups, such as the Downtown Stockton Alliance and the Miracle Mile Improvement Association, to educate ABC licensees in their respective areas, to reduce alcohol-related crimes.
7. Maintain a positive working relationship with the ABC by coordinating all related activities and submitting all reports in a timely manner.
8. Create an awareness program to help publicize the community's alcohol-related problems. The Police Department's Public Information Officer will assist with the program, and the Department will have at least four media releases concerning alcohol awareness during the grant year.

4.) PROJECT PERSONNEL

The Police Department's Vice Unit personnel will be required to carry out the grant objectives as supported by the proposed budget. The Vice Unit's staffing includes the following personnel:

Supervision-The planned ABC Operations will be supervised by a tenured Police Sergeant.
 -Sergeant James Knief-19 year veteran of the SPD. He has 13 years of investigation experience and has been a Supervisor for 6 years.

Designated ABC Officers-The ABC operations will be staffed by current Vice Officers. All of the officers assigned to the Vice Unit have advanced POST certificates and have received specialized training related to their current assignment.

-Officer Chris Villanueva-The Vice Unit's Current ABC liaison who is a 23 year veteran of the SPD and has over 15 years of experience as an investigator.

-Officer Michael George-Has 25 years in law enforcement and is a 22 year veteran of SPD. He has worked as an investigator for over 13 years.

-Officer Paul Huff-18 year veteran of the SPD and has 4 years of experience working undercover in high-crime areas investigating crimes involving narcotics and apprehending wanted fugitives.

-Officer Glenn Hanker- 15 year veteran of the SPD. He has worked as an investigator for 4 years.

-Officer Joseph Martin- 12 year veteran of the SPD. He has held several key assignments during the course of his employment and has served as an investigator for 7 years.

-Officer Brandon Ezell- 9 year veteran of the SPD. He has held several key assignments during the course of his employment and has served as an investigator for 7 years.

-Telly Strika- 8 year veteran of SPD. He has held several key assignments during the course of his employment such as the Community Corrections Partnership task force and the Vice unit.

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		
A.2 Overtime	1 Sergeant - 6 hours @ \$82.02/hr x 25 ops= \$12,303	
	6 Police Officers- 6 hours @ \$67.34/hr x 26 ops= \$63,030	\$75,333.00
A.3 Benefits	1 Sergeant- 6 hours @ \$19.10/hr x 25 ops= \$2,865	
	6 Police Officers- 6 hours @ 15.28/hr x 26 ops= \$14,302	\$17,167.00
TOTAL PERSONNEL SERVICES		\$92,500.00
B. Operating Expenses (maximum \$2,500)		
Decoy and Shoulder Tap Operations, Narcotic and Stolen Property Investigation "buy money"		\$2,500.00
TOTAL OPERATING EXPENSES		\$2,500.00
C. Equipment (maximum \$2,500)		
(Attach receipts for all equipment purchases to monthly billing invoice)		
Surveillance monitoring equipment		\$2,500.00
TOTAL EQUIPMENT		\$2,500.00
D. Travel Expense/Registration Fees (maximum \$2,500)		
(Registration fee for July 2017 GAP Conference attendee is \$275 each)		
Registration for July 2017 GAP Conference- 2 attendees @ \$275 ea		\$550.00
Travel, per diem and lodging for the July 2017 GAP Conference- 2 @ \$975 ea		\$1,950.00
TOTAL TRAVEL EXPENSE		\$2,500.00
TOTAL BUDGET DETAIL COST, ALL CATEGORIES		\$100,000.00

PAYMENT PROVISION**Exhibit B**

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1. **INVOICING AND PAYMENT:** Payments of approved reimbursable costs (per Budget Detail attached) shall be in arrears and made via the State Controller's Office. Invoices shall be submitted in duplicate on a **monthly basis** in a format specified by the State. Failure to submit invoices and reports in the required format shall relieve the State from obligation of payment. Payments will be in arrears, within 30 days of Department acceptance of Contractor performance, pursuant to this agreement or receipt of an undisputed invoice, whichever occurs last. Nothing contained herein shall prohibit advance payments as authorized by Item 2100-101-3036, Budget Act, Statutes of 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.

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 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.