

STANDARD AGREEMENT

STD 213 (Rev. 03/2019)

AGREEMENT NUMBER

19G-LA06

PURCHASING AUTHORITY NUMBER (If Applicable)

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

CONTRACTING AGENCY NAME

DEPARTMENT OF ALCOHOLIC BEVERAGE CONTROL

CONTRACTOR NAME

City of Chula Vista through the Chula Vista Police Department

2. The term of this Agreement is:

START DATE

July 1, 2019

THROUGH END DATE

June 30, 2020

3. The maximum amount of this Agreement is:

\$83,099

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	4
Exhibit B	Budget Detail and Payment Provisions	3
Exhibit C *	General Terms and Conditions GTC 04/2017	04/2017
Exhibit D	Special Terms and Conditions	1

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 Chula Vista through the Chula Vista Police Department

CONTRACTOR BUSINESS ADDRESS

315 Fourth Avenue

CITY

Chula Vista

STATE

CA

ZIP

91910

PRINTED NAME OF PERSON SIGNING

Roxana Kennedy

TITLE

Chief

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

Department of 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)

Scope of Work

Exhibit A

1. Summary

- a. With an increasing population exceeding 270,471 residents, Chula Vista is the 14th largest municipality in the State of California and San Diego County's 2nd largest city. Located seven miles north of Tijuana, Chula Vista is exceptionally diverse. Fifty-nine percent of Chula Vista residents are Hispanic; 17.7% are white; 15.1% are Asian, 4.8% are African American; and 2.9% are other races or ethnicities.
The Chula Vista Police Department (CVPD) currently has 237 sworn officers (242 are authorized). CVPD is actively recruiting for officer positions to reach authorized levels. With 0.87 officers per 1,000 residents, our staffing levels are among the lowest in San Diego County and second lowest staffing ratio for similar sized agencies in California. CVPD has four divisions: Investigations, Special Operations, Patrol, Support Operations and Administrative Services. The Special Investigations Unit (SIU), in the Special Operations Division, is comprised of 1 sergeant, 1 agent, 2 officers, 1 analyst, and 1 part-time licensing specialist. They are primarily responsible for gather intelligence and conducting enforcement operations associated with ABC locations, as well as major narcotics, vice, and human trafficking investigations. As of 2/4/19, Chula Vista had 349 ABC licenses.
- b. CVPD requests \$86,099 from ABC to conduct compliance, education, and enforcement operations for the Grant Assistance Program from July 1st, 2019 to June 30th, 2020.
- c. With ABC funds, CVPD would accomplish the following ten goals:
 1. Conduct as least 10 undercover operations at problem locations to enforce ABC violations, narcotics complaints, over-service, and underage drinking.
 2. Conduct at least 5 concert minor in possession operations at North Island Credit Union Amphitheater.
 3. Conduct at least 5 minor decoy operations.
 4. Conduct at least 5 shoulder tap operations.
 5. Conduct at least 5 IMPACT operations ensure compliance with 20 off-sale locations.
 6. Conduct at least 2 outreach events for responsible drinking and youth access to alcohol.
 7. Schedule and coordinate 3 LEAD-certified training for ABC establishments in the city.
 8. Partner with other City departments and outside agencies in developing cases against problem ABC establishments.
 9. Issue at least 5 press releases regarding the grant and activities conducted under the grant.
 10. Implement an improved system of monitoring calls for service and transmitting arrest reports from licensed establishments to ABC within 5 days.
- d. As of 02/04/19, Chula Vista had 349 active ABC licenses, 210 on-sale locations and 139 off-sale locations.
- e. CVPD is currently authorized 242 sworn officers. Current staffing is at 237 sworn officers. (see attached documentation)

2. Problem Statement

The City of Chula Vista contains major land developments in the region that will result in growth for years to come. The City is currently revitalizing the downtown Third Avenue Village streetscape and developing the Millenia project, a 210-acre area in the eastern Chula Vista that will include 3,000 homes, commercial and retail centers, and a hotel. These projects will incorporate businesses requiring ABC licenses. With the popularity of the craft beer industry, numerous breweries and taverns have opened, particularly along the Third Avenue corridor. With the increase of ABC licensees in over-concentrated and high crime areas, there is an additional need for ABC inspections and regulations. Without ABC funding, CVPD does not have the capacity to develop cases against out-of-compliance ABC establishments.

Scope of Work

Exhibit A

There are several problematic ABC establishments operating in the City of Chula Vista that account for a large proportion of calls for service, violent incidents, and community complaints. Current complaints are from newer establishments in Downtown Chula Vista. The North Island Credit Union Amphitheater, a 19,492-seat concert venue, is also a major source of concern due to large crowds, a high volume of alcohol sales and underage drinking. ABC grant funds will be utilized to proactively ensure these establishments comply with local, state, federal and ABC laws.

ABC grants have provided SIU the resources to develop cases against bars that operate in violation of their licenses and allow criminal activity on the premises that range from assaults, over service, narcotic sales, sales to minors, and human trafficking. Several problem locations continue to not only place an undue burden on police but reduce the quality of life for nearby businesses and residents. For example, Diamond Jim's, which has been a problem bar for at least a decade, had a homicide in November 2016. During the last grant period we were able to focus our efforts on this location and successfully made several arrests and seized a firearm from the operation. Another location, Spin City, was also problematic for several years and recently had its license revoked because of the ongoing efforts and funding from the Grant Assistance program. CVPD has utilized the funds effectively in the past and was awarded the ABC Significant Achievement Award for the 2016-2017 Grant period.

The City of Chula Vista also has a municipal code requiring employees of on-sale ABC license establishments to complete LEAD training. SIU will coordinate with ABC to host training to ensure laws are thoroughly explained to on-sale licensee owners, managers, and staff.

Off-sale licensees are also the source of many complaints and calls for service. Off-Sale establishments are targets for minors and transients to gain access to alcohol. Previous arrests indicate the willingness of adults to purchase alcohol for unknown minors as well as an abundance of transients loitering around licensed businesses. With grant funds, CVPD will continue to use the Shoulder Tap and Minor Decoy operations to arrest individuals, focus attention to the issue and prevent future alcohol purchases and sales to minors.

Due to large amount of ABC licensees, CVPD requires grant funds to proactively enforce ABC laws and license conditions. If awarded grant funds, CVPD project personnel will work with ABC to bring B&P code filings as appropriate to address problem licenses.

3. Project Description

The Chula Vista Police Department requests grant funds to conduct overtime operations, education, and outreach to reduce ABC-related violence and disorder in the community.

Objective 1: Conduct at least 10 undercover enforcement operations at problem locations.

Tasks: These operations will proactively target problem establishments based on information gathered by SIU and ABC operations, community partners, Crime Stoppers tips, and an analysis of data from calls for service and incident reports. SIU project personnel will collaborate with the City, District Attorney's Office and ABC to ensure effective prosecution of violations related to ABC licenses. SIU has also developed great working relationships with other agencies such as Code Enforcement, the Fire Department and state and federal agencies who can assist in the investigation of various issues associated with ABC businesses.

Objective 2: Conduct 5 undercover minor in possession operations at the Amphitheater.

Tasks: Organize and conduct operations to target minors in possession of alcohol inside and outside of the concert venue. Individuals in violation will be cited and released, and those under 18 years of age will be released to a parent or guardian.

Scope of Work

Exhibit A

Objective 3: Conduct at least 5 Minor Decoy operations.

Task: Organize and implement ABC Minor Decoy Program targeting off-sale licensees who allow underage access to alcohol.

Objective 4: Conduct at least 5 Shoulder Tap operations.

Task: Organize and implement ABC Shoulder Tap program to target individuals who furnish alcohol to minors outside ABC-licensed establishments.

Objective 5: Conduct at least 5 IMPACT operations.

Tasks: CVPD will conduct 5 IMPACT operations to include at least 20 off-sale licenses that have high call levels and are in high crime areas.

Objective 6: Conduct at least 2 community outreach events for responsible drinking and youth access to alcohol.

Tasks: CVPD has partnerships with community outreach groups. CVPD will participate in outreach events focusing on education for teens and young adults on the dangers of underage drinking and responsible drinking. CVPD will work with school resource officers as well as traffic units and other partners to educate our youth on prevention of alcohol related crimes and death due to irresponsible drinking. This will be a proactive approach to deter alcohol related crimes and traffic collisions.

Objective 7: Schedule and coordinate 3 LEAD-certified training for ABC establishments.

Tasks: CVPD will coordinate with ABC to host 3 LEAD (License, Education on Alcohol and Drugs)-certified trainings. The trainings will be open for all Chula Vista licenses and their staff as well as neighboring jurisdictions. CVPD has successfully hosted LEAD trainings in the past and will utilize social media to promote the trainings.

Objective 8: Partner with other City departments and outside agencies to assist in the developing cases against problem ABC establishments and seek additional creative ways of reducing and preventing violence and disorder at problem locations.

Tasks: CVPD will work with the City Attorney's Office, Code Enforcement, Fire Department, State Employment Development Department, Franchise Tax Board and outside agencies to ensure ABC licensees follow all local, state, and federal laws. SIU will work with the City Attorney to explore or create additional enforcement tolls, such as a local ordinance that could provide the City with stronger leverage over a long-term problem location and/or limit business practices conducive to crime and disorder. SIU will conduct a study of management practices at problem establishments to see how closely they are following best practices outlined in the LEAD training, compared to ABC locations with low call levels. SIU will use information from enforcement efforts, coupled with research on local management practices and community concerns to make recommendations regarding the pursuit of stronger enforcement options.

Objective 9: Coordinate community outreach and issue at least 5 media releases to demonstrate ABC grant successes.

Tasks: Coordinated community outreach will involve education, prevention, and problem solving to address the concerns of the community. ABC grant operations will be guided by community input related to problem establishments. CVPD will issue at least 5 media releases utilizing more social media to detail grant operations and successes.

Objective 10: Implement an improved system of monitoring calls for service and transmitting arrest reports from licensed establishments within 10 days of the arrest.

Tasks: As part of the project objective, SIU will continue its successful partnership with ABC by

Scope of Work

Exhibit A

sharing arrest reports as they relate to ABC licensee's. SIU will develop a more efficient way of monitoring calls for service through our new computer aided dispatch system and electronic report writing software to share information within 10 days of the incident.

4. Project Personnel

- a. The Special Investigations Unit (SIU) personnel listed will be responsible for the management, implementation, and evaluation of the proposed project. SIU personnel have experience working with ABC staff as well as administering the ABC Grant Assistance Program. In addition to the SIU primary personnel, the investigation Division has additional detectives available to work undercover and surveillance operations.
- b. Project Director- Sergeant Michael Varga supervises the Special Investigations Unit and he will oversee operations. Sergeant Varga has extensive experience conducting multi-agency enforcement operations and leading surveillance operations.
- c. Project Lead Detective and ABC Officer- Officer Jesse Vicente will plan the tactical missions for all ABC-funded operations, maintain the grant database and submit cases to ABC. Officer Vicente is also a current member of the SWAT team, which will assist in the planning of operations. Officer Vicente has successfully managed the ABC grant in 2016-2017 as well as the ABC-OTS grant in the past.
- d. Project Detective - Agent David Ditomaso will assist in coordinating the project's enforcement operations. Agent Ditomaso has several years of investigative experience and has overseen many different operations to include search warrants and arrest warrants.
- e. Project Detective - Officer Jason Edlin will assist in coordinating the project's enforcement operations. Officer Edlin has extensive knowledge in law enforcement databases, which assist greatly in investigations.
- f. Project Analyst- Public Safety Analyst Sharyl Mesina has knowledge and experience on various law enforcement databases and crime analysis. She will develop and implement an improved system of tracking calls for service and transmitting reports to ABC. She will also assist detectives in identifying problem establishments, provide data analysis to monitor the project, and conduct a management practices study.

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
A.2 Overtime	
Undercover ABC Violations (10 ops, 6 hrs/op, 8 sworn, \$80.30)	\$38,544
Concert Minor in Possession (5 ops, 5 hrs/op, 6 sworn, \$80.30)	\$12,045
Minor Decoy (5 ops, 4 hrs/op, 5 sworn, \$80.30)	\$8,030
Shoulder Tap (5 ops, 4 hrs/op, 5 sworn, \$80.30)	\$8,030
IMPACT (5 ops, 5 hrs/op, 2 sworn, \$80.30)	\$4,015
Community Outreach (2 ops, 6 hrs/op, 4 sworn, \$80.30)	\$3,854
A.3 Benefits	
Medicare only for Overtime estimated at 1.45%	\$1,081
TOTAL PERSONNEL SERVICES	\$75,599
B. Operating Expenses (maximum \$2,500)	
Buy money for operations (shoulder tap, minor decoy and narcotics investigations)	\$2,500
TOTAL OPERATING EXPENSES	\$2,500
C. Equipment (maximum \$2,500)	
(Attach receipts for all equipment purchases to monthly billing invoice)	
Surveillance equipment (body wire and convert video surveillance equipment)	\$2,500
TOTAL EQUIPMENT	\$2,500
D. Travel Expense/Registration Fees (maximum \$2,500)	
(Registration fee for July 2019 Conference attendee is \$325 each)	
Conference registration – 2 attendees at \$325/each	\$650
Transportation, Subsistence, Lodging – 2 attendees at \$925/each	\$1,850
TOTAL TRAVEL EXPENSE	\$2,500
TOTAL BUDGET DETAIL COST, ALL CATEGORIES	\$83,099

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 2019.
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.

7. Prior authorization by the State in writing is required before Contractor will be reimbursed for any purchase order or subcontract exceeding \$2,500 for any articles, supplies, equipment, or services to be purchased by Contractor and claimed for reimbursement. Contractor must justify the necessity for the purchase and the reasonableness of the price or cost by submitting three competitive quotations or justifying the absence of bidding.
8. Prior approval by the State in writing is required for the location, costs, dates, agenda, instructors, instructional materials, and attendees at any reimbursable training seminar, workshop or conference, and over any reimbursable publicity or educational materials to be made available for distribution. Contractor is required to acknowledge the support of the State whenever publicizing the work under the contract in any media.
9. It is understood between the parties that this contract may have been written before ascertaining the availability of appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the contracts were executed after that determination was made.
10. BUDGET CONTINGENCY CLAUSE - It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.

If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

Special Terms and Conditions

1. Disputes: Any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the Director, Department of Alcoholic Beverage Control, or designee, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the Department shall be final and conclusive unless, within 30 days from the date of receipt of such copy, the Contractor mails or otherwise furnishes to the State a written appeal addressed to the Director, Department of Alcoholic Beverage Control. The decision of the Director of Alcoholic Beverage Control or his duly authorized representative for the determination of such appeals shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. In connection with any appeal proceeding under this clause, the contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, Contractor shall proceed diligently with the performance of the contract and in accordance with the decision of the State.
2. Termination Without Cause: Either party may terminate this agreement at any time for any reason upon ten (10) days written notice. No penalty shall accrue to either party because of contract termination.
3. Contract Validity: This contract is valid and enforceable only if adequate funds are appropriated in Item 2100-101-3036, Budget Act of 2019, 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.