

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES
STANDARD AGREEMENT
 STD 213 (Rev. 03/2019)

AGREEMENT NUMBER 19G-LA24	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 Napa through the Napa 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:
 \$50,000

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.

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 Napa through the Napa Police Department

CONTRACTOR BUSINESS ADDRESS 1539 First Street	CITY Napa	STATE CA	ZIP 94559
PRINTED NAME OF PERSON SIGNING Robert Plummer	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 Pattye Nelson	TITLE Chief, Business Management Branch		
CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED		

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL	EXEMPTION (if Applicable)
--	---------------------------

ATTACHMENT 2

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective on the Effective Date set forth below.

CITY:
CITY OF NAPA, a California charter city

STATE OF CALIFORNIA
Department of Alcoholic Beverage Control

By: _____
Robert Plummer, Police Chief

By: _____
Patty Nelson, Chief, Business Management Branch

ATTEST:

Tiffany Carranza, City Clerk

Date: _____
("Effective Date")

COUNTERSIGNED:

Desiree Brun, City Auditor

APPROVED AS TO FORM:

Michael W. Barrett, City Attorney

SCOPE OF WORK

1. Summary

Agency Description

The Napa Police Department (NPD) is made up of 77 sworn personnel and 53 professional staff members assigned to Operations, Dispatch, Records, Evidence and Administration roles. NPD is comprised of 1 Chief of Police, 2 Captains, 3 Lieutenants, 11 Sergeants, and 60 Officers. The department is structured in two (2) Divisions - Operations and Administration. Our Communications Center is responsible for dispatching law and ambulance services for a majority of law enforcement agencies throughout the City and County of Napa, as well as fire services for the Napa and American Canyon Fire Departments. According to the US Census' latest estimates, the City of Napa has 79,774 residents. Our population swells greatly throughout the summer and fall months with the tourism industry. Additionally, Special Events held within the City of Napa, such as Bottle Rock, can bring in excess of 40,000 additional people per day to our City. Per the Alcohol Beverage Control (ABC) website, there are currently 657 active on-sale and off-sale licenses in the City of Napa.

Funding Requested

The Napa Police Department is requesting total funding in the amount of \$50,000. This funding will be used to pay for overtime expenses for sworn personnel during operations related to this proposal, buy funds for enforcement activities, equipment and travel/registration fees for 2 officers to attend the 2019 GAP Conference.

Goals and Objectives

1. Identify and target problematic ABC licensed establishments, as identified through calls for police service, community complaints and information from our partners with the Catalyst Youth Coalition, Friday Night Live, Napa Valley Unified School District (NVUSD), and the like.
2. Develop and implement a multi-agency task force concept (involving ABC, Labor Law, Health Department, code enforcement, etc.) to target disorderly locations.
3. Conduct 2 undercover operations during BottleRock enforcing ABC-related laws and regulations.
4. Conduct 2 operations with officers at Special Events in downtown Napa permitting alcohol to insure compliance with ABC-related laws and regulations, as well as NPD conditions of operation.
5. Conduct 15 downtown bicycle patrol operations augmenting patrol to deter criminal activity and enforce alcohol-related laws during busy weekends, BottleRock and/or Special Events.
6. Develop and implement an ongoing standard operating ABC enforcement procedure and training program within the agency.
7. Conduct at least 2 undercover task force operations targeting disorderly-licensed premises.
8. Prepare a written evaluation of the existing system of transmitting arrest reports involving licensees to the ABC (as required by Section 24202 Business & Professions Code) by August 1, 2019.
9. Conduct at least 4 Minor Decoy operations.
10. Conduct at least 4 "Shoulder Tap" operations.
11. Provide 2 roll call trainings on alcohol-related issues for all sworn personnel.
12. Coordinate and conduct at least 30 IMPACT (Informed Merchants Preventing Alcohol Related Crime Tendencies) premise inspections and/or re-inspections in Napa.
13. Facilitate 1 LEAD (Licensee Education on Alcohol and Drugs) Class.
14. Facilitate 1 TRACE (Target Responsibility for Alcohol Connected Emergencies) training.
15. Continue to work with our DA's Office to insure ongoing prosecution of ABC-related offenses.
16. Issue at least 4 press releases regarding the grant and/or the activities conducted under the grant.

SCOPE OF WORK

Number of ABC Licensed Locations

On-Sale Retail licensed locations in the City of Napa:	220
Off-Sale Retail licensed locations in the City of Napa:	<u>437</u>
Total On & Off-Sale licensed locations in the City of Napa:	657*

* *Alcoholic Beverage Control's License Query System (Ad Hoc Query by City) as of March 20, 2019*

Number of allotted full time Peace Officer positions

NPD is allotted 77 full-time sworn peace officer positions. Our City of Napa Position Table showing authorized sworn positions is attached and incorporated for reference.

2. Problem Statement - Describe the issues or problems to be addressed with grant funds.

The Napa Police Department experiences numerous alcohol related calls for service in the downtown area of Napa daily. There is a high concentration of on-sale licenses in this area due to the thriving downtown area. There is a high concentration of bars, wine bars, restaurants and retail stores that sell and/or serve alcoholic beverages in this area. Patrol is responding to a high number of calls for service regarding drunkenness and fights. Community members as well as elected officials have been voicing their concerns about the increase of this type of activity. There are several premises in the downtown area that are under investigation by NPD due to these activities. This area is also known for its transient population that have alcohol and drug related problems. There are several known premises where this population purchases their alcoholic beverages. These premises have been contacted by the police department but the problem with drunkenness persists. Despite strong continuing prosecutorial support from the District Attorney's Office, alcohol-related problems in our downtown area continue.

Sales of alcoholic beverages to minors and furnishing alcoholic beverages to minors is a top alcohol-related concern of the Napa youth, community and law enforcement. Continued efforts are being made to inform and educate youth on the dangers of alcohol consumption by minors. Binge drinking and the sale of alcoholic beverages that resemble energy drinks are a huge concern for parents of this community. The movie theater in Napa sells beer and wine that can be taken into the dark theaters. There is no oversight by the movie theater and adults have been purchasing alcoholic beverages and providing them to minors that are in the theater area. In this past year, the Napa Police Department investigated a fatal vehicle accident investigated as a manslaughter case involving underage victims, witnesses and suspect. In this case, ABC helped our NPD investigators track down where the minors obtained the alcohol prior to the accident.

The downtown area is expected to experience approximately 26 Special Events this year. Many of these Special Events permit the sale and consumption of alcohol. These events include the July 4th Fireworks, Blues, Brews and Barbeque, Cinco de Mayo, Locals Night Out and a large car show to name a few. The organizations putting on these events must hire law enforcement officers to assist with security and the protection of the event. Persons selling alcoholic beverages at these events must be Responsible Beverage Server trained prior to the event but even with this strategy in place drunkenness and fights persist at these events. Alcoholic beverages are often purchased by one patron who then provides those beverages to others who may already be too intoxicated or are under aged.

In addition to the large number of Special Events being held in downtown Napa, BottleRock has become a regularly scheduled annual event. The 3-day music festival draws crowds in excess of 40,000 people per day and is held at the Napa Fairgrounds, immediately adjacent to, and a short walk away from, our

SCOPE OF WORK

downtown area. During this event, alcohol and marijuana consumption is very high. Annually, BottleRock stretches the Napa Police Department's resources and pushes us to capacity. We routinely deny time off during this event to insure adequate BottleRock staffing. The Napa Police Department relies on the assistance from outside agencies such as ABC, the California Highway Patrol (CHP) and Napa Sheriff's Department (NSD) for support with traffic control and area staffing.

During the BottleRock event, thousands of pedestrians walk from the event into and/or through downtown Napa to attend "after parties" and continue dining and consuming alcohol in local ABC-licensed establishments. As a result, the Napa Police Department shifts resources and personnel nightly from the BottleRock event to local bars in the downtown area to address traffic and pedestrian congestion, drunkenness and fights. Based on past experiences, many on-sale premises in our downtown area have been willing to make exceptions to rules and regulations during BottleRock in order to make money. Many establishments have been filled beyond capacity and there was one business that were providing alcoholic beverages with no ABC license. The Napa Police Department did not have the resources to provide oversight for all of these locations. To mitigate future unlawful activities, the Napa Police Department desires to meet with downtown establishments, prior to May when BottleRock and the Special Events season swings into full speed, and provide training and education related to ABC laws and City ordinances.

The Napa Police Department believes that several strategies must be employed to gain compliance. Enforcement and education are both the key components of this proposal but this also takes a considerable amount of time and resources. NPD does not have the resources to actively educate and proactively combat alcohol violations unless it is completed on an overtime basis. The cost of these activities is high and current budget constraints will not allow us to pursue ABC laws and regulations issues without outside funding.

3. Project Description

The project goals and objectives will be targeted at reducing future crimes involving alcohol and alcohol licensees involving a wide variety of enforcement and education activities. The project will focus on three key areas. 1. Identifying and educating premises with licensee violations within the City of Napa focusing on the downtown area, 2. Reducing the opportunity for minors to obtain alcohol and, 3. Enforcement in the downtown and surrounding area where Special Events (including BottleRock) are held. The downtown area draws significant numbers of people to ABC-licensed establishments. These numbers increase dramatically during the dozens of Special Events held in the downtown area. Calls for police service increase accordingly, with many alcohol-related issues including fights, drunkenness and ABC violations.

Education is a key component of our strategy. Educating all sworn officers with the Napa Police Department, our community, and the merchants and their personnel on the importance of providing, selling, purchasing and consuming alcoholic beverages responsibly. Enforcement is another strategy we will employ to reduce the amount of alcohol available to minors. Our enforcement strategy will be employed in a variety of operations in order to reduce crimes involving alcohol and alcohol licensing violations.

The following strategies will be utilized to accomplish our goals and objectives:

- The Napa Police Department, in partnership with ABC, will host one (1) LEAD class for ABC licensees and business owners within the city and county of Napa.
- Conduct four (4) minor decoy operations.
- Conduct four (4) shoulder tap operations

SCOPE OF WORK

- Utilize a task force consisting of Napa Police personnel and invite ABC personnel to conduct licensee premises checks two (2) times a year in order to ensure that the premises are in compliance with ABC and City of Napa requirements.
- Over the course of 15 operations, augment patrol staffing on busier weekends with downtown bike patrol officers providing extra patrols of ABC-licensed establishments in downtown Napa.
- Utilized undercover officers during 2 separate operations at BottleRock to check for compliance with ABC-related laws, rules & regulations
- Utilize officers at 2 Special Events in downtown Napa permitting alcohol to insure compliance with ABC-related laws and regulations, as well as the Napa Police Department conditions of operation.
- During BottleRock and Special Events in the downtown area, partner with groups such as the DUI Coalition and Catalyst Coalition to provide alcohol prevention tips and techniques for attendees. Utilize a Preliminary Alcohol Screening Device (PAS) to allow participants who have been consuming alcoholic beverages to learn what their present blood alcohol level is.
- On dates in which there is a high likelihood that neighborhood parties where alcoholic beverages are consumed, utilize a marked unit with two officers to respond to party disturbance calls to take appropriate enforcement action. Parties with alcoholic beverages with minors attending will be a focus of this unit. Dates in which the Napa Community experience an increase of party calls for service are May 5, July 4th and High School Graduations.
- Continue support for the strong, ongoing alcohol-related prosecution efforts of our DA's Office.
- As a part of an ongoing partnership with the Friday Night Live (FNL) Programs, IMPACT Inspections with the assistance of ABC personnel will be conducted. The FNL group has identified the top ten premises in Napa that are not in compliance with ABC and City of Napa laws and rules, are close to schools and are known for premises that youth can purchase alcoholic beverages.
- Conduct briefing trainings to all patrol officers in this ABC grant proposal, ABC laws and regulations and the Napa Police Department protocol for Juvenile Parties.
- Conduct one (1) Target Responsibility for Alcohol Connected Emergencies (TRACE) training.
- Educate the media and community about alcohol related strategies described in this proposal monthly via our NPD Web-site and social media pages.
- Meet with NPD Records Bureau to assess workflow, continuity of process, and efficiencies related to our current process of sharing crime reports with ABC. Make adjustments as appropriate.
- Continue to partner with the Napa County District Attorney's Office to insure ongoing prosecution of ABC-related offenses.

3. Project Personnel

Lieutenant (Lt.) Gary Pitkin (NPD) will serve as the Project Director providing managerial oversight for all ABC grant activities. Lt. Pitkin has experience managing grants; managing the countywide drug task force; working with ABC in a variety of operations; conducting undercover, Shoulder Tap and Decoy Operations; and managing Special Events and operations at the BottleRock Music Festival.

Sergeant Heath Morrison will assume supervisory responsibilities for organizing and planning day to day ABC grant activities, operations and trainings. Sergeant Morrison has experience participating in and supervising ABC, Shoulder Tap and Decoy Operations. Additionally, Sergeant Morrison has experience with undercover and tactical operations. Personnel for Prevention, Education and Enforcement Operations will be provided by sworn staff on an overtime basis.

BUDGET DETAIL

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 - None	
A.2 Overtime - 354 hours by Officers @ \$99.23 = \$35,127.42 50 hours by Sgt @ \$123.32 = \$6,166.00	\$35,128 \$6,166
A.3 Benefits Officers: 10.89% (overtime benefit rate) = \$3,825.33 Sergeants: 10.89% (overtime benefit rate) = \$671.48	\$3,825 \$672
TOTAL PERSONNEL SERVICES	\$45,791
B. Operating Expenses (maximum \$2,500)	
Investigative buy funds for use in Shoulder Tap and Decoy Operations	\$0
Investigative buy funds for alcohol and illicit drug investigations	\$0
TOTAL OPERATING EXPENSES	\$0
C. Equipment (maximum \$2,500)	
(Attach receipts for all equipment purchases to monthly billing invoice) Callyo Annual Contract for transmitting and recording undercover conversations during ABC Shoulder Tap Operations, Decoy Sting Operations, and undercover operations in ABC-licensed establishments. Callyo is a software service used for capturing undercover conversations, phone calls, text messages and the like for evidentiary purposes. Assisting Law Enforcement personnel can also listen in to the undercover conversations in real-time for officer safety purposes. (Annual contract cost is \$2,640. Difference to be borne by Napa Police Department).	\$2,500
TOTAL EQUIPMENT	\$2,500
D. Travel Expense/Registration Fees (maximum \$2,500)	
(Registration fee for July 2017 GAP Conference attendee is \$275 each) Registration for two attendees	\$650
Lodging, per diem and travel expenses for two	\$1,059
TOTAL TRAVEL EXPENSE	\$1,709
TOTAL BUDGET DETAIL COST, ALL CATEGORIES	\$50,000

PAYMENT PROVISION**Exhibit B**

Page 1 of 2

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.

PAYMENT PROVISION

Exhibit B

Page 2 of 2

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.

Updated 1/17/19

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 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.**

Updated 2/20/19