

**RESOLUTION NO. 2013-095**

**RESOLUTION OF THE COUNCIL OF THE CITY OF ROHNERT PARK  
AUTHORING AND ACCEPTING A GRANT FROM THE  
STATE OF CALIFORNIA DEPARTMENT OF ALCOHOLIC BEVERAGE  
CONTROL FOR GRANT ASSISTANCE PROGRAM FUNDS**

**WHEREAS**, the City of Rohnert Park desires to undertake a certain project designated as the Rohnert Park Department of Public Safety, Cotati Police Department, Sonoma State University Police Services Joint ABC Grant to be funded from funds made available through the Grant Assistance Program (GAP) administered by the State of California's Department of Alcoholic Beverage Control (hereafter referred to as ABC), and;

**IT IS AGREED** that any liability arising out of the performance of this contract, including civil court actions for damages, shall be the responsibility of the grant recipients and the authorizing agencies. The State of California and ABC disclaim responsibility for any such liability, and;

**IT IS ALSO AGREED** that this award is not subject to local hiring freezes.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Rohnert Park that it does hereby authorize and approve the Director of Public Safety to be the Chief Authorizing Official, the City's Finance Director is authorized to be the Fiscal Official, and a Public Safety Sergeant of the City of Rohnert Park Department of Public Safety is authorized to be the Program Director whose duties will be to execute, on behalf of the City Council of the City of Rohnert Park, the attached contract, including any extensions or amendments thereof and any subsequent contract with the State in relation thereto.

**BE IT FURTHER RESOLVED** that grant funds received hereunder shall not be used to supplant expenditures controlled by this body.

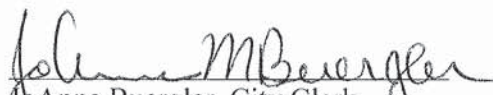
**DULY AND REGULARLY ADOPTED** this 25<sup>th</sup> day of June, 2013.



**CITY OF ROHNERT PARK**

  
Pam Stafford, Mayor

**ATTEST:**

  
JoAnne Buergler, City Clerk

AHANOTU: AYE BELFORTE: AYE MACKENZIE: AYE CALLINAN: AYE STAFFORD: AYE  
AYES: ( 5 ) NOES: ( 0 ) ABSENT: ( 0 ) ABSTAIN: ( 0 )

FILE COPY

AGREEMENT NUMBER

13G-LA38

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 Rohnert Park through the Rohnert Park Department of Public Safety

2. The term of this Agreement is: July 1, 2013 through June 30, 2014

3. The maximum amount of this Agreement is: \$ 47,625

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:



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.ols.dgs.ca.gov/Standard+Language](http://www.ols.dgs.ca.gov/Standard+Language)

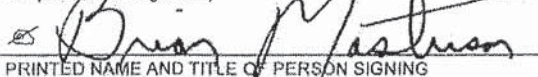
IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.)

City of Rohnert Park through the Rohnert Park Department of Public Safety

BY (Authorized Signature)



DATE SIGNED (Do not type)

6-19-13

PRINTED NAME AND TITLE OF PERSON SIGNING

Brian Masterson, Director

ADDRESS


500 City Center Drive  
Rohnert Park, CA 94928

STATE OF CALIFORNIA

AGENCY NAME

Department of Alcoholic Beverage Control

BY (Authorized Signature)

  
PRINTED NAME AND TITLE OF PERSON SIGNING  
Ed Jimenez, Assistant Director, Administration

DATE SIGNED (Do not type)

ADDRESS

3927 Lennane Drive, Suite 100; Sacramento, CA 95834

California Department of General  
Services Use Only

☒ Exempt per: SCM 4.04.(A)(3)



## SCOPE OF WORK

### PROJECT NARRATIVE - ABC (GAP) GRANT - Fiscal Year 2013/2014

#### *"A Proven Tri-Agency Cooperative Effort to Combat Alcohol Related Crimes"*

##### **Summary:**

The Cities of Rohnert Park and Cotati, along with Sonoma State University, are located in the Northern San Francisco Bay Area. All three share common borders. The City of Rohnert Park has a total area of 6.43 miles. As of 2011, there were 41,043 residents in the City of Rohnert Park. The high population density was 6,379 people per square mile. The racial makeup of the city was 66.2% White, 22.1% Hispanic, 1.7% African American, 0.5% Native American, 5.1% Asian, 0.4% Pacific Islander, 0.2% from other races, and 3.7% from two or more races. The median age was 33.

The City of Cotati has a total area of 1.88 miles. As of the census of 2011, the population was 7,277 people. The population density was 3,873 people per square mile. The racial makeup of the city was 72.5% White, 17.3% Hispanic, 1.6% African American, 0.6% Native American, 3.7% Asian, 0.3% Pacific Islander, 0.2% from other races, and 3.8% from two or more races. The median age was 36.2.

As of the spring 2013 semester, Sonoma State University had a total student population of, approximately, 9,000. The demographics are as follows: 66.1% White, 13.9% Hispanic, 2% African American, 0.8% Native American, 4.5% Asian, 0.6% Pacific Islander, 6.4% from two or more races and 5.7% fell into other categories. 6,000 students reside throughout the cities of Rohnert Park and Cotati and 3,000 on campus.

The Rohnert Park Department of Public Safety is the largest agency with 54 sworn officers. The City of Cotati has 12 sworn members. Sonoma State University Police Services is staffed with 14 officers. All sworn personnel have been trained in general law enforcement, traffic enforcement, criminal investigations, community oriented policing, crime prevention, and currently serve in the detective bureau, patrol division, or as a canine officer. There are subject matter experts in ABC related laws and regulations, gang enforcement, narcotics and/ or street crimes. Rohnert Park Officers are cross trained in fire prevention, fire suppression, and basic life support medical care. Fifteen officers are assigned full-time, on a rotational basis, to the fire division. This diversity, truly, makes Rohnert Park Officers unique when compared to traditional agencies in the State of California.

The agencies will work cooperatively, without borders, to accomplish the goals and objectives through 43 enforcement operations, 25 Responsible Beverage Service (RBS) Trainings, and IMPACT inspections at all 125 licensed premises in the cities of Rohnert Park and Cotati as well as at Sonoma State University. In order to carry out the campaign the three agencies are asking for a grant award of \$47,625.00. The three agencies have a proven track record for aggressively combating alcohol related nuisances and crimes. Past grants have resulted in a high level of arrest statistics. A strong working relationship has been established with Agents from the Department of Alcoholic Beverage Control Santa Rosa Office and Agent Dave Bickel of the GAP Unit.

The goals and objectives are to mitigate alcohol related nuisances and crimes as a result of the well anticipated opening of the Graton Resort and Casino and Green Music Center in Rohnert Park; target problem premises with special emphasis on alcohol related nuisance abatement through education and enforcement; reduce alcohol related nuisances and crimes in the Downtown Cotati corridor (primary focus will be on Thursday



## Exhibit A

nights); reduce youth access to alcohol through preventive measures, by keeping merchants informed, and enforcement. Prevention, compliance and enforcement tasks will utilize the proven methods of Responsible Beverage Service (RBS) Training, IMPACT, Trap Door, Shoulder Tap and Minor Decoy Operations along with uniformed and plainclothes officers observing behaviors and tendencies in and around licensed establishments.

The City of Rohnert Park currently has 77 (28 Off-Sale and 49 On-Sale) businesses licensed to sell alcoholic beverages as opposed to Cotati with 46 (14 Off-Sale and 32 On-Sale). There are 2 On-Sale licensees at Sonoma State University. Rohnert Park added 10 licensed establishments this past year. The number of licensed premises is expected to increase significantly with the opening of the Graton Resort and Casino. A new brewery/ restaurant will occupy a large vacant retail space in Rohnert Park which once housed a problem premise. The Downtown Cotati corridor has several licensed premises within a small concentrated area. This over concentration leads to an array of alcohol related nuisances and crimes. The Cotati Police Department's resources have been, specifically, strained on Thursday evenings as the five bars/ nightclubs in the "Downtown Corridor" tend to attract large crowds from Sonoma State University and Santa Rosa Junior College as well as the outlying area.

### **Problem Statement:**

Local, county, and state law enforcement agencies throughout the State of California are understaffed and rely heavily on grant subsidized programs that allot overtime hours for special enforcement activities. When implemented correctly these programs have proven to be effective; however, it is a known fact that alcohol related crimes increase when there's a reduction in or seizure of prevention and enforcement efforts. Agencies must continuously be proactive in addressing the issues at hand.

The City of Rohnert Park is flanked by the 254 acre Graton Resort and Casino along the west side of the city limits and the Green Music Center on the eastern border. The highly anticipated opening of the Graton Resort and Casino in Rohnert Park is slated for November 2013. This 3,000 slot casino will be the largest in Northern California. The venue contains four fine dining establishments, nine casual dining outlets, and a multitude of "high energy" alcohol outlets ranging from sports bars to more intimate lounges. There will be alcoholic beverage service at the slot machines and table games. It is unknown at this time whether alcoholic beverages will be complimentary while gaming. The next phase will include an events center which will headline the most popular sounds in music. Situated on the northern border of Sonoma State University, the critically acclaimed Green Music Center is a state of the art entertainment venue that hosts both indoor and outdoor concerts. The venue also includes an alcohol licensed restaurant. The Sonoma State University Catering Department will be responsible for alcohol service during concerts and special events hosted on the expansive lawn area. The outdoor arena is easily accessible as there is no barrier other than a landscaped berm. A proactive approach will be implemented to help mitigate alcohol related problems.

The city of Rohnert Park has seen a spike in student housing throughout the city. Approximately 6,000 students currently reside within the city limits. Many offer their residence as a place to host parties. In the past year there's been an increase in tension between students and residents due to loud and unruly gatherings, urinating in public, unlawfully entering a residence while intoxicated, underage drinking, public intoxication, etc. Zero tolerance enforcement and posting of 60 day notices prohibiting the hosting of a party has made little impact. Weekend officers frequently find themselves moving from party call to party call. A grant team can dedicate resources at the scene to issue citations for alcohol related crimes.

Downtown Cotati contains a total of 17 on and off-sale licensees within a two block area. This highly concentrated entertainment district is frequented by Sonoma State University and Santa Rosa Junior College



## Exhibit A

students as well as patrons from other Bay area communities. It's long been known as the "Cotati Crawl," because patrons can bar-hop very easily and are able to consume large amounts of alcohol as it's harder for bartenders and servers to track consumption. Many of the students are under age and toting false identification. Other merchants, as well as residents, in the downtown area complain about the frequent litter, public urination, drug sales, vandalism, fights, rowdy and unruly crowds, loud music, and other nuisance related issues that occur most Thursday and occasional weekends nights. In the past seven months, 135 arrests have been made during twenty six- five hour general enforcement operations in Downtown Cotati. Two community "town hall" meetings will be held with neighboring residences to identify problems and provide instruction on how to complete a Citizen's Log of Disruptive Behavior.

The above entertainment venues currently or will soon contribute to the alcohol related nuisances and crimes that afflict the Cities of Rohnert Park and Cotati as well as Sonoma State University. These crimes include, but are not limited to: public intoxication, driving under the influence, minors in possession of alcohol, sales/ service to minors and obviously intoxicated patrons, binge drinking, disturbing the peace, vandalism, littering, loitering, large parties, public urination, assault and battery, and sexual assaults.

Past enforcement activities proved that minors can easily obtain alcohol through shoulder tap methods as one out of every ten persons solicited furnished alcohol. Minor access through retail outlets has seen a reduction in sales/ service to our decoys from 16% to 10%. Prevention efforts through mandated RBS training have played a significant role in the reduction; however, merchants are also keen on how to detect a decoy.

### **Project Description:**

#### Project Goals:

1. Mitigate alcohol related nuisances and crimes as a result of the opening of the Graton Resort and Casino and Green Music Center in Rohnert Park;
2. Target problem premises with special emphasis on alcohol related nuisance abatement
3. Reduce alcohol related nuisances and crimes in the Downtown Cotati corridor;
4. Reduce youth access to alcohol from licensed premises.

#### Project Objectives:

1. Complete a press release by August 31, 2013 to "kick off" and publicize the project. Issue periodic press releases regarding grant activity. E-mail copies of press releases to GAP Agent.
2. Identify problematic licensed establishments in the Cities of Rohnert Park and Cotati by August 31, 2013.
3. Develop and implement a multi-agency task force concept involving the Department of Alcoholic Beverage Control, Rohnert Park Department of Public Safety, Cotati Police Department, Sonoma State University Police Services and other GAP Recipients by August 31, 2013.
4. Develop and implement training on the Alcohol Beverage Control Act, ABC Enforcement Manual, Rule 141, and other related laws and procedures for new and existing officers by June 30, 2014.
5. Conduct 12 Minor Decoy, Shoulder Tap, and/ or Underage Party Enforcement (Party Patrol) Operations by June 30, 2014.
6. Conduct 30 Downtown Cotati, Problem Premise, Special Event/ Underage Party General Enforcement, and/ or TrapDoor Operations by June 30, 2014.



## Exhibit A

7. Conduct 1 Task Force Operation by June 30, 2014.
8. Conduct 3 IMPACT Operations to inspect all forty six licensed premises in the City of Cotati and two licensees at Sonoma State University by June 30, 2014. Continue compliance checks, as mandated by city ordinance, of all seventy seven licensed premises in the City of Rohnert Park; cost incurred to inspect Rohnert Park licensed premises will be funded by the City of Rohnert Park.
9. Host 25 Responsible Beverage Service (RBS) Trainings by June 30, 2014 (Six courses for Graton Resort and Casino, Cotati Licensed Premises and Sonoma State University Catering Employees will be funded under the grant. An additional nineteen RBS Trainings will be scheduled to meet city ordinance mandate (Per city ordinance, new employees have 60 days to attend RBS training and refresher training every 3 years); cost incurred to host additional RBS Trainings will be funded by the City of Rohnert Park.
10. Host two "town hall" meetings with neighboring residences of the Downtown Cotati Corridor to identify problems and provide instruction on how to complete a Citizen's Log of Disruptive Behavior. To be completed by June 30, 2014.
11. Purchase and distribute UV lights for checking security features on identification for all 125 licensed premises by June 30, 2014.
12. Distribute educational materials, as a reference guide for merchants, related to checking validity of identification by June 30, 2014.

### Project Personnel:

As GAP Project Director I (Sgt. Mike Bates) successfully assembled a team of interested officers to conduct grant operations on an overtime basis. This team consists of motivated sergeants and officers whose main focus is to proactively combat alcohol related nuisances and crimes. Only dedicated members serve on this team as there is a high expectation to make an impact during prevention programs and enforcement operations. The team members are as follows: Sergeants: M. Bates (fire division), J. Nicks (detectives), C. Parker and D. Utecht (patrol division); Officers assigned to patrol division: C. Kaupe, B. Fernandez, E. Bilcich, B. Gallo, K. Astley, M. Snodgrass, M. Werle, and N. Miller; Officers assigned to fire division: A. Savas, J. Kempf, D. Sutter, J. Tatum, and J. Huffaker; Officer assigned to detective bureau: T. Douglas. Each operation will be overseen by a sergeant or officer who is well versed in the Alcohol Beverage Control Act, ABC Enforcement Manual, Rule 141, and other related laws and procedures. The supervising officer will be joined by one additional officer and/ or the GAP Agent. The supervising officer will report results to the GAP Project Director. The Task Force Operation will consist of three-two officer teams and the GAP Agent. The Rohnert Department of Public Safety has consistently produced a reliable compliment of minor decoys through the years. Due to their dependability, our decoys are frequently used by other grant recipient agencies as well as ABC Agents throughout the state. A past decoy recently obtained a position as an Agent with the Department of Alcoholic Beverage Control. All decoys receive extensive training and must abide by ABC rules and regulations.

As a dedicated representative of the three agency cooperative effort, I will be responsible for oversight of grant operations, preparation and submission of monthly and final reports, and will continue to be an agency liaison to the Department of Alcoholic Beverage Control. I have extensive experience as a GAP Project Director under four prior grant awards and as a participant in several previous grants. I will also participate in prevention activities and enforcement operations. As an ancillary assignment, I'm responsible for managing all alcohol licensed premises in the City of Rohnert Park. My responsibilities include: review and approval of applications for use permit to sell alcoholic beverages, compliance checks, and lead Responsible Beverage Service Instructor. We look forward to the opportunity to continue a proven and invaluable relationship with the Department of Alcoholic Beverage Control.



## BUDGET DETAIL

Exhibit B

BUDGET CATEGORY AND LINE-ITEM DETAIL	COST (Round budget amounts to nearest dollar)
<b>A. Personnel Services (straight time salaries, overtime, and benefits)</b>	
An average overtime rate of \$75.00 was used for all calculations. The budget projection is based on the following operations: Thirty (5 hr.) Downtown Cotati, Problem Premise, Special Event General Enforcement & TrapDoor Operations (2 Officers - \$22,500); twelve (8 hr.) Shoulder Tap, Minor Decoy, and Party Patrol Operations (2 Officers - \$14,400); three (8 hr.) IMPACT Checks at Cotati Licensed Premises (\$1,800); one (8 hr.) Task Force Operation, (6 Officers - \$3,600), six (5 hr.) Responsible Beverage Service (RBS) Courses for Casino Employees, SSU Catering & Cotati Licensed Merchants (\$2,250). Two (1 hr.) "Town Hall" Meetings (\$150)	\$44,700.00
<b>TOTAL PERSONNEL SERVICES</b>	\$44,700.00
<b>B. Operating Expenses (maximum \$2,500)</b>	
"Buy money" for enforcement operations.	\$650.00
<b>TOTAL OPERATING EXPENSES</b>	\$650.00
<b>C. Equipment (maximum \$2,500)</b>	
Purchase UV Lights to assist licensed merchants with detecting security features on Identification.	\$1,200.00
<b>TOTAL EQUIPMENT</b>	\$1,200.00
<b>D. Travel Expense/Registration Fees (maximum \$2,000)</b>	
(Registration fee for July 2013 GAP Conference attendees is \$225 each)	
Registration fee for 2013 GAP Conference. One attendee at \$225	\$225.00
Lodging, per diem, and travel expense for 2013 GAP Conference.	\$850.00
<b>TOTAL TRAVEL EXPENSE</b>	\$1,075.00
<b>TOTAL BUDGET DETAIL COST, ALL CATEGORIES</b>	\$47,625.00

## 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 2013.
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.



### 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 2013, 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](http://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.