

## **RESOLUTION NO. 2014-183**

### **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 AND APPROVING THE DIRECTOR OF FINANCE TO INCREASE GENERAL FUND PROGRAM BUDGET APPROPRIATIONS AND MAKE ANY ADMINISTRATIVE ADJUSTMENTS NECESSARY TO EXECUTE THE AGREEMENT**

**WHEREAS**, the City of Rohnert Park desires to undertake a certain project designated as the Rohnert Park Department of Public Safety and Cotati Police Department 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) Catalog of Federal Domestic Assistance (CFDA) number 20.616, 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 grant agreement attached hereto as "Exhibit A," including any extensions or amendments thereof and any subsequent contract with the State in relation thereto.

**BE IT FURTHER RESOLVED** that by the City Council of the City of Rohnert Park that it does hereby authorize and approve authorize the Finance Director to increase appropriations in the General Fund in the amount of \$7,400 in the General Fund Program Budget revenue and expenditure account numbers 001-p210-various-various; and make any administrative adjustments necessary to execute the agreement in accordance with GAAP. The source of the funds is ABC Grant Funds.

**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 9<sup>th</sup> day of December, 2014.

**CITY OF ROHNERT PARK**



  
Joseph T. Callinan, Mayor

**ATTEST:**

  
JoAnne M. Buergler, City Clerk

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

## STANDARD AGREEMENT

STD 213 (Rev 06/03)

AGREEMENT NUMBER

14-MPG16

REGISTRATION NUMBER

eP 1387181

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

STATE AGENCY'S NAME

The 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: October 1, 2014 through September 30, 2015

3. The maximum amount of this Agreement is: \$7,400.00

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

Exhibit A – Scope of Work 3 pages

Exhibit B – Budget Detail and Payment Provisions 2 pages

Exhibit C – General Terms and Conditions 1 page \*

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.documents/dgs.ca.gov/ols/GTC-610.doc](http://www.documents/dgs.ca.gov/ols/GTC-610.doc)

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)

PRINTED NAME AND TITLE OF PERSON SIGNING

Brian Masterson, Chief

ADDRESS

500 City Center Drive  
Rohnert Park, CA 94928

## STATE OF CALIFORNIA

AGENCY NAME

The Department of Alcoholic Beverage Control

BY (Authorized Signature)

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Eduardo Jimenez, Assistant Director, Administration

ADDRESS

3927 Lennane Drive Ste 100, Sacramento, CA 95834

California Department of General  
Services Use Only
☒ Exempt per: GC14616

## **EXHIBIT A SCOPE OF WORK**

### **I. PROJECT REPRESENTATIVES**

The project representatives during the term of this agreement will be:

Rohnert Park Department of Public Safety  
Brian Masterson, Chief  
500 City Center Drive  
Rohnert Park, CA 94928

Department of Alcoholic Beverage Control  
Chris Brookman  
Supervising Agent, Grant Unit  
3927 Lennane Drive, Suite 100  
Sacramento, CA 95834  
916-419-2579

Direct all inquiries to:

Same as above

Department of Alcoholic Beverage Control  
Diana Fouts-Guter, Grant Coordinator  
3927 Lennane Drive, Suite 100  
Sacramento, CA 95834  
916-928-9807

### **II. SCOPE OF WORK**

- Contractor agrees to implement the Department of Alcoholic Beverage Control (ABC) Minor Decoy, Shoulder Tap Programs and conduct Informed Merchants Preventing Alcohol-Related Crime Tendencies (IMPACT) Inspections. These Programs target both ABC licensed premises and individuals who furnish alcoholic beverages to the underage operators. The project is targeted to reduce underage drinking and the resultant DUI driving injuries and fatalities, and/or property damages, reduce youth access to alcoholic beverages through the education of licensee, enforcement intervention and the impressions of omnipresence of law enforcement. In addition, Contractor agrees to the following goals:
  - The operation period of the grant is October 1, 2014 through September 30, 2015.
  - Contractor agrees to raise public awareness that selling, serving and/or furnishing alcoholic beverages to individuals under twenty-one years old is a criminal violation that will be prosecuted by local city and district attorneys.
  - Contractor agrees to conduct Minor Decoy Operations at "On-Sale" and "Off-Sale" licensed locations within the operation period of the grant.
  - Contractor agrees to conduct Shoulder Tap Operations to apprehend adults that are unaffiliated with the licensed businesses and who are purchasing alcohol for minors outside of the stores within the operation period of the grant.

- Contractor agrees to conduct IMPACT Inspections at “On-Sale” and “Off-Sale” licensed locations within the operation period of the grant.
- Contractor agrees to establish and implement a coordinated effort between Contractor and ABC, and acknowledges no operations will be conducted until after the Contractor’s representative has completed training conducted by ABC.
- Contractor agrees to issue press releases as follows: (a) to announce the start of the program; (b) after each Minor Decoy Operation has been held (to announce the number of licensed premises who sold to the minor decoy) and/or after each Shoulder Tap Operation has been held (to announce the number of adults arrested for purchasing alcoholic beverages for the decoy). Contractor will fax (916)419-2599 or email each press release to the Department’s Public Information Officer ([John.carr@abc.ca.gov](mailto:John.carr@abc.ca.gov)) as soon as it is released.
- Contractor agrees in all press releases, in addition to any credits the agency wishes to give, will include the following statement: “This project is part of the Department of Alcoholic Beverage Control’s Minor Decoy/Shoulder Tap Grant Project, funded by the California Office of Traffic Safety through the National Highway Traffic Safety Administration.
- Contractor agrees to host (provide location and distribute letters/flyers with training dates/times to ABC licensed establishments) a minimum of one (1) Licensee Education on Alcohol and Drugs (LEAD) class for licensee’s located within Contractor’s jurisdiction during the term of this contract. The training will be provided by ABC’s Training/LEAD unit.
- Contractor agrees to coordinate LEAD training dates/times with ABC to ensure the LEAD Trainer is available to conduct the class.
- Contractor agrees to complete and submit bi-monthly reports, on a format designed by the Department of Alcoholic Beverage Control due:
  - On or before **December 15, 2014** (with results of operations October and November 2014)
  - On or before **February 15, 2015** (with results of operations December 2014 and January 2015)
  - On or before **April 15, 2015** (with results of operations February and March 2015)
  - On or before **June 15, 2015** (with results of operations April and May 2015)
  - On or before **August 15, 2015** (with results of operations June and July 2015)
  - The final report due on or before **October 30, 2015** (with results of operations August and September 30 2015)
- Contractor agrees to submit an Executive Summary as part of the final report due on or before **October 30, 2015**. The summary shall contain the following: (1) an evaluation statement concerning the end product and cost benefits; and (2) a listing of recommended and/or adopted policy or procedure changes, if any, occurring as a result of the project.

Disclaimer – The final report shall include the following:

“The opinions, findings, and conclusions expressed in this publication are those of the authors and not necessarily those of the State of California, Business, Consumer Services and Housing Agency, or the Department of Alcoholic Beverage Control.”

Project Personnel – Identify the key personnel who worked on the project, together with their job classification, and a brief description of their contribution.

Problems – Describe any operational or cost problems that were encountered in project implementation. If known, state alternative methods that would have avoided the problem and increased the effectiveness of the project.

Results – Describe in detail the results of the project in terms of meeting the original objectives as stated in the project agreement. Also, describe the results in terms of how they will be specifically applied for future improvement of the agency’s continuing activities relating to alcohol problem prevention and enforcement. Where possible, describe estimated savings resulting from implementing project results.

Documentation – Attach any input and output documents developed. Examples are: new or revised forms, diagrams, management reports, photos, coding manuals, instructional manuals, etc. Other agencies may be able to adapt this material for their benefit.

## **II. AMENDMENT PROCESS**

Should either party, during the term of this agreement, desire a change or amendment to the terms of this Agreement, such changes or amendments shall be proposed in writing to the other party, who will respond in writing as to whether the proposed changes/amendments are accepted or rejected. If accepted and after negotiations are concluded, the agreed upon changes shall be made through the State’s official agreement amendment process. No amendment will be considered binding on either party until it is formally approved by the State.

## **V. CANCELLATION/TERMINATION**

This agreement may be cancelled or terminated without cause by either party by giving thirty (30) calendar days advance written notice to the other party. Such notification shall state the effective date of termination or cancellation and include any final performance and/or payment/invoicing instructions/requirements.

## **EXHIBIT B BUDGET DETAIL AND PAYMENT PROVISIONS**

### **I. INVOICING AND PAYMENT**

- For services satisfactorily rendered and upon receipt and approval of the invoice, the Department of Alcoholic Beverage Control agrees to pay a bi-monthly payment of approved reimbursable costs per the Budget Detail of personnel overtime and benefits (actual cost) and/or allowable costs associated with the initial training.
- Invoices shall clearly reference this contract number (14-MPG16) and must not exceed the contract total authorized amount of \$7,400.00. Invoices are to be submitted on a bi-monthly basis, on the prescribed form designed by the Department of Alcoholic Beverage Control. First report will be due on or before December 15, 2014 (for operations conducted in October and November 2014). Second report due on or before February 15, 2015 (for operations conducted December 2014 and January 2015). Third report due on or before April 15, 2015 (for operations conducted February and March 2015). Fourth report due on or before June 15, 2015 (for operations conducted June and July 2015). Six/final report due on or before October 30, 2015 (for operations conducted August and September 2015).

Submit to:                      Department of Alcoholic Beverage Control  
   Attn: Kristine Okino, Grants Fiscal Analyst  
   3927 Lennane Drive, Suite 100  
   Sacramento, California 95834

- Payment shall be made in arrears within 30 days from the receipt of an undisputed invoice.
- Contractor understands in order to be eligible for reimbursement; cost must be incurred on or after the effective date of the project and on or before the project termination date.
- Contractor understands any other costs incurred by Contractor, other than attendance at initial training and/or personnel overtime and benefits as authorized above, in the performance of this agreement are the sole responsibility of Contractor.

### **II. 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.

### **III. PROMPT PAYMENT CLAUSE**

- Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.



## **EXHIBIT C GENERAL TERMS AND CONDITIONS**

### **I. GENERAL TERMS AND CONDITIONS**

PLEASE NOTE: This page will not be included with the final agreement. The General Terms and Conditions will be included in the agreement by reference to Internet site:  
[www.documents.dgs.ca.gov/ols/GTC-610.doc](http://www.documents.dgs.ca.gov/ols/GTC-610.doc)