

**RESOLUTION NO. 6328**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
GARDENA, CALIFORNIA, APPROVING THE ACCEPTANCE  
AND AWARD FROM THE STATE OF CALIFORNIA  
DEPARTMENT OF ALCOHOLIC BEVERAGE CONTROL GRANT  
ASSISTANCE PROGRAM IN THE AMOUNT OF \$37,216.00**

WHEREAS, the City of Gardena Police Department desires to undertake a certain project designated as the 2018/2019 Alcohol Policing Partnership to be funded in part from funds made available through the Grant Assistance Program (GAP) administered by the Department of Alcoholic Beverage Control (hereinafter referred to as ABC);

NOW, THEREFORE, BE IT RESOLVED that the Chief of Police of the City of Gardena Police Department is authorized to execute on behalf of the City of Gardena the attached contract, including any extensions or amendments thereof, and any subsequent contract with the State in relation thereto.

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 recipient and the authorizing agency. The State of California and ABC disclaim responsibility for any such liability.

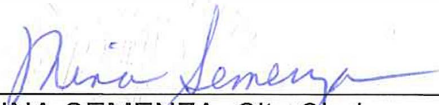
BE IT FURTHER RESOLVED that grant funds received hereunder shall not be used to supplant expenditures controlled by this body.

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

Passed, approved, and adopted this 26th day of June, 2018.

  
TASHA CERDA, Mayor

ATTEST:

  
MINA SEMENZA, City Clerk

APPROVED AS TO FORM:

  
PETER L. WALLIN, City Attorney

STATE OF CALIFORNIA            )  
COUNTY OF LOS ANGELES       ) SS:  
CITY OF GARDENA                )

I, **MINA SEMENZA**, City Clerk of the City of Gardena, do hereby certify that the whole number of members of the City Council of said City is five; that the foregoing Resolution, being **Resolution No. 6328** duly passed and adopted by the City Council of said City of Gardena, approved and signed by the Mayor of said City, and attested by the City Clerk, all at a regular meeting of said City Council held on the **26<sup>th</sup>** day of **June, 2018**, and that the same was so passed and adopted by the following roll call vote:

AYES:     MAYOR PRO TEM TANAKA, COUNCIL MEMBERS HENDERSON, MEDINA  
            AND KASKANIAN, AND MAYOR CERDA

NOES:     NONE

ABSENT:   NONE

*for* Becky Romero  
City Clerk of the City of Gardena, California

(SEAL)

AGREEMENT NUMBER <b>18G-LA16</b>
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 Gardena through the Gardena Police Department

2. The term of this Agreement is: July 1, 2018 through June 30, 2019

3. The maximum amount of this Agreement is: \$ 37,216

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 04/2017

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.dqs.ca.gov/pls/Resources/StandardContractLanguage.aspx](http://www.dqs.ca.gov/pls/Resources/StandardContractLanguage.aspx)

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

**CONTRACTOR**

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

City of Gardena through the Gardena Police Department

BY (Authorized Signature)

DATE SIGNED (Do not type)



6-6-18

PRINTED NAME AND TITLE OF PERSON SIGNING

Tom Kang, Chief

ADDRESS

1718 W. 162nd Street  
Gardena, CA 90247

**STATE OF CALIFORNIA**

AGENCY NAME

Department of Alcoholic Beverage Control

BY (Authorized Signature)

DATE SIGNED (Do not type)



PRINTED NAME AND TITLE OF PERSON SIGNING

Pattye Nelson, Chief, Business Management Branch

ADDRESS

3927 Lennane Drive, Suite 100, Sacramento CA 95834

California Department of General  
Services Use Only

☒ Exempt per: SCM 4.04.(A)(3)

## SCOPE OF WORK

### 1. SUMMARY

A. The Gardena Police Department has 93 sworn and 58 non-sworn personnel. Police Chief Tom Kang heads the department, assisted by two captains who are responsible for the two divisions of the department, operations and support services. The police department is a full service municipal department providing custody, patrol, investigations, traffic, SWAT, K-9, Field Training, crisis negotiations (CNT), a Special Enforcement Unit (SEU) and a Crime Suppression Unit (CSU) which includes gangs, narcotics, and community policing. The most recent addition to the Gardena Police Department is the creation of two additional units: The Gardena-Hawthorne Mental Evaluation Team (GHMET) and the Gardena Juvenile Justice Intervention Program (GJJIP).

The Gardena Police Department focuses on continued community involvement and holds itself accountable for solving community problems. In 2007, The Gardena Police Department introduced a district policing program wherein officers were assigned to one of three districts. These officers are responsible for interacting with the citizens in their district, attending neighborhood meetings, and developing solutions to ongoing problems. The development of this district policing program has become the department's most successful flagship program which affirms this city's commitment to community policing.

As of the last census (2010), the demographic composition of the city is 24% African American, 9% white or Caucasian, 38% Hispanic or Latino, 26% Asian, and 3% other.

There are 177 licensed alcoholic beverage outlets in Gardena; 111 are on-sale and 66 are off-sale.

B. The Gardena Police Department is requesting \$37,216.

C. The goals and objectives of this project are to reduce ABC violations, decrease availability of alcohol to minors, increase the quality of life for the community, and develop a long-term solution for continued enforcement. This will be achieved through a comprehensive enforcement and prevention effort, which includes education to the community, licensees, and GPD officers. At the completion of this project timeline, the goal will be to have a significant, quantifiable reduction in calls for service related to ABC violations. This reduction will benefit the city of Gardena by reducing costs as well as keeping the city safer.

### 2. PROBLEM STATEMENT

Although the city enjoys a positive reputation for its cultural diversity, shopping, entertainment, and food, Gardena also deals with social and economic concerns such as homelessness, unemployment, drug abuse, gang activity, and specific criminal elements. These issues contribute to the deterioration of our community that effect the community's quality of life.

Our intent is to focus on the high incidence of alcohol related violations at targeted ABC licensed premises. These include two adult nightclubs (Starz and The Barbary Coast), two casinos (Lucky Lady and The Hustler Casino) various bars operating in a hostess type method, and certain liquor stores that cater to habitual drunks who loiter in nearby parking lots and drink liquor. These establishments are violating their retail operating standards as set forth by the Department of Alcoholic Beverage Control, as well as state laws that result in both

violent crime and quality of life issues for residents. Residents and community groups have complained for years about these specific problems.

Although the Special Enforcement and Crime Suppression Units have both enforced violations over the years through various methods, there are currently diminishing resources to effectively deal with these problems. Therefore, we are asking for assistance from the Department of Alcoholic Beverage Control.

One of the problems to be addressed will be compliance by licensed businesses. A coordinated team approach will first seek the cooperation of the licensees through voluntary compliance, IMPACT and LEAD training. If this does not work, a focused effort using city code enforcement, decoy operations, and ABC inspections will follow.

Another issue at hand is the individual buyer not obeying the laws. There is a high incidence of violent crimes and alcohol involved confrontations in and around the various clubs in Gardena, i.e. adult clubs, gambling institutions, liquor stores and various bars. Liquor stores seem to be a common place where transient individuals drink in public, loiter, and solicit for change for more alcohol. This creates a lower quality of life for shoppers and residents and, in some cases, creates a threatening and criminal environment.

Geographically, the highest numbers of calls for service in the city lie within the boundaries of Rosecrans Ave to the north, Redondo Beach Blvd to the south, Vermont Ave to the east, and Crenshaw Blvd to the west. Several problem liquor stores and clubs are within these boundaries which are also in very close proximity to public housing areas. This has also created areas to loiter for gang members and drug dealers.

As officers have to respond to calls for service related to alcohol violations, the end result is less patrol services for residents to combat more serious crime.

### 3. PROJECT DESCRIPTION

The goal of this project is to reduce ABC violations at problem outlets. This will be achieved through a comprehensive enforcement, prevention, and education effort. The goals and objectives are as follows:

Select a multitude of alcohol beverage licensed premises throughout the City of Gardena and implement enforcement action to eliminate the problems.

- Identify targeted alcohol outlets through complaints and calls for service.
- Provide LEAD training for licensed establishments throughout the city.
- Publicize the program in local newspapers and elicit community assistance in addressing alcohol related community problems.
- Attend monthly neighborhood watch meetings throughout the city to inform the residents of the partnership with ABC.
- Involve Code Enforcement to ensure compliance and improve visibility and cleanliness of businesses.
- Conduct 18 task force operations at multiple ABC licensed locations, including minor decoy, shoulder tap, and IMPACT inspections.
- Reduce and/or eliminate illegal purchasing and illegal sales of alcoholic beverages at on-sale and off-sale licensed locations throughout the city.
- Use the Special Enforcement Unit, Crime Suppression Unit, District Officers, Community Development Department, and Code Enforcement to assist in joint inspections to enforce city, county, and state laws.
- Attend ABC training conference in July 2018.

## Exhibit A

Provide roll call training on alcohol related issues for all sworn personnel.

- Conduct three roll call trainings per team of officers. There are four teams.
- Write at least one ABC training bulletin for patrol officers and supervisors.
- Use patrol officers in plain clothes for ABC enforcement when personnel staffing permits.

### 4. PROJECT PERSONNEL

The following personnel will be used for the listed tasks:

- Each of the 10 task force operations will include one supervisor and two to four officers. The supervisor and officers may be assigned to patrol, investigations, SEU or the CSU Team.
- Each of the neighborhood watch meetings will be conducted by one officer. There are three districts with one meeting in each district every other month, starting in August.
- 12 total briefing trainings will be conducted by one officer each.
- ABC Conference in July – Two (2) officers.
- All cases will be filed by the Officer in charge of the grant

## Exhibit A

### SCOPE OF WORK

#### Overtime:

Officer pay - \$87/hour

Supervisor pay - \$101/hour

(1) LEAD training – 1 officer – 6 hours	\$ 522	
(4) Quarterly news media updates – 4 hours	\$ 404	
(15) Neighborhood Watch meetings (3 districts / bi-monthly / 15 mtgs)	\$ 2,610	
(4) Minor decoy operations (2 Officers/ 1 Sgt) x 6 hours each	\$ 6,600	
(6) Shoulder Tap operations (3 Officers/ 1 Sgt) x 6 hours each	\$13,032	
(12) Roll Call training – 4 shifts x 3 times (quarterly) – 1 officers	\$ 1,044	
(4) IMPACT operations – 4 operations x 4 officers each (5 hrs)	\$ 6,960	
		\$31,172

#### Benefits:

Sworn employee benefits – already calculated into above numbers.	\$2,453
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<b>Total personnel</b>	<b><u>\$33,625</u></b>
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#### Travel Expense/Registration Fee

2 attendees @ \$325 each	\$650
Travel, per diem, and lodging – 800 miles	\$1850

<b>Total travel</b>	<b><u>\$2,500</u></b>
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<b>Personnel and Travel</b>	<b><u>\$36,125</u></b>
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**BUDGET DETAIL****Exhibit B**

<b>BUDGET CATEGORY AND LINE-ITEM DETAIL</b>	<b>COST</b> (Round budget amounts to nearest dollar)
<b>A. Personnel Services (Straight Time Salaries, Overtime, and Benefits)</b>	
A.1 Straight Time	
A.2 Overtime	\$31,172
A.3 Benefits	\$2,453
<b>TOTAL PERSONNEL SERVICES</b>	\$33,625
<b>B. Operating Expenses (maximum \$2,500)</b>	
	\$841
	\$250
<b>TOTAL OPERATING EXPENSES</b>	\$1,091
<b>C. Equipment (maximum \$2,500)</b> (Attach receipts for all equipment purchases to monthly billing invoice)	
<b>TOTAL EQUIPMENT</b>	\$0
<b>D. Travel Expense/Registration Fees (maximum \$2,500)</b> (Registration fee for July 2018 GAP Conference attendee is \$325 each)	
	\$650
	\$1,850
<b>TOTAL TRAVEL EXPENSE</b>	\$2,500
<b>TOTAL BUDGET DETAIL COST, ALL CATEGORIES</b>	\$37,216

## 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 2018.
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.

**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 2018, 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 <http://www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx>.
5. If the State determines that the grant project is not achieving its goals and objectives on schedule, funding may be reduced by the State to reflect this lower level of project activity.