

RESOLUTION NO. _____

A RESOLUTION OF THE PASADENA CITY COUNCIL AUTHORIZING THE RECEIPT OF FUNDS THROUGH THE CALIFORNIA DEPARTMENT OF ALCOHOLIC BEVERAGE CONTROL GRANT ASSISTANCE PROGRAM

WHEREAS, the City of Pasadena desires to undertake a certain project designated as ABC Grant to be funded in part from funds made available through the Grant Assistance Program (GAP) administered by the Department of Alcoholic Beverage Control (hereafter referred to as ABC);

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Pasadena as follows:

SECTION I. The City Manager of the City of Pasadena is authorized to execute on behalf of the City of Pasadena through the Pasadena Police Department the attached contract, including any extensions or amendments thereof and any subsequent contact with the State in relation thereto.

SECTION II. 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.

SECTION III. Grant funds received hereunder shall not be used to supplant expenditures controlled by this body.

SECTION IV. This award is not subject to local hiring freezes.

Adopted at the regular meeting of the City Council on the ____ day of
November, 2016 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Mark Jomsky, CMC
City Clerk

Approved as to form:



Javan N. Rad
Chief Assistant City Attorney

STATE OF CALIFORNIA
STANDARD AGREEMENT
 STD 213 (Rev 06/03)

AGREEMENT NUMBER 16G-LA29
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 Pasadena through the Pasadena Police Department

2. The term of this Agreement is: July 1, 2016 through June 30, 2017

3. The maximum amount of this Agreement is: \$ 44,909

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:	
<input checked="" type="checkbox"/> Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement)	1 page(s)
<input type="checkbox"/> 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.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx

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

CONTRACTOR		California Department of General Services Use Only
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.) City of Pasadena		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING Steve Mermell, City Manager		
ADDRESS 100 North Garfield Avenue, Suite S-228 Pasadena, CA 91109		
APPROVED AS TO FORM: This <u>31</u> day of <u>10</u> , 20 <u>16</u> By Chief Assistant City Attorney		
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 Randall Deems, Assistant Director, Administration		
ADDRESS 3927 Lennane Drive, Suite 100, Sacramento CA 95834		
		<input checked="" type="checkbox"/> Exempt per: SCM 4.04.(A)(3)

SCOPE OF WORK

Summary:

The Pasadena Police Department (PPD) currently has 219 sworn police officers. There are four divisions within the department. The Special Investigations Unit (SIU) is part of the Criminal Investigations Division. Members of SIU will be conducting the ABC enforcement programs. PPD patrols five service areas that covers approximately 22.5 square miles and has an estimated population of 140,000 residents. The City of Pasadena is the proud home of the Rose Bowl, which hosts major sporting and entertainment events throughout the year. The demographics of Pasadena range from service areas with million dollar homes, to service areas with low income housing plagued by gangs and narcotics. The population during the day in Pasadena dramatically increases due to local businesses employing approximately 100,000 people.

The Pasadena Police Department is respectfully requesting a grant from ABC in the amount of \$44,909.00. The grant money funded to PPD will pay for the overtime staffing for the programs outlined in the grant proposal.

Pasadena PD has the following goals to be accomplished from the ABC grant:

- Reduce alcohol related calls for service by 10%
- Reduce calls for service in problem locations operated by ABC licensee's by 10%
- Educate ABC licensees by hosting LEAD courses
- Build a stronger working relationship with ABC officers in the Monrovia office
- Have ABC provide training for PPD's 7 patrol teams and detective section.
- Conduct Minor Decoy, Shoulder Tap, Trap Door and Undercover operation programs
- Conduct IMPACT inspections and develop a ROSTF, while working with ABC licensees.

PPD's objectives are to reduce the amount of alcohol related incidents in the City of Pasadena through a three step approach; Education, Enforcement and Management.

There are 372 ABC retail licenses within the City of Pasadena consisting of 284 on-sale and 89 off-sale locations.

SCOPE OF WORK

Problem Statement:

The City of Pasadena has numerous known areas where alcohol related issues are reoccurring and lower the quality of life for the residents, business owners and visitors. The following are a few of the areas, but not limited to: the Rose Bowl, Old Town Pasadena, Orange Grove corridor, East End Colorado Blvd. and several city parks. The adverse effects of having on and off sale liquor establishments in these areas often result in a high volume of patrol calls for service for crimes involving public intoxication, disorderly conduct, trespassing and assaults. In 2015 the Pasadena Police Department made a total of 1,141 alcohol related arrests, 601 arrests were made for drunk in public and 540 for driving under the influence.

The City of Pasadena is the proud home of the Rose Bowl and in 2016 it will host 15 major events including concerts, sporting events and a 4th of July celebration. These events range in attendance from 40,000 to 90,000 people. After these major events, attendees will go to Old Town Pasadena and continue to drink alcohol. As many residents and visitors enjoy these events there are many alcohol related issues to be addressed at these events including but not limited to underage drinking, binge drinking, drunk in public arrests, fights and other types of assaults.

Old Town Pasadena is a known bar/nightclub scene in the San Gabriel Valley and parts of Los Angeles. There are many bars and restaurants that serve alcohol in the "Old Town" area. Many of the customers that visit these bars and nightclubs are often from other cities. The majority of the bars are in a close proximity to each other and close at the same time, which leads to groups congregating and ultimately fights breaking out and various types of battery and assaults. It appears these groups are often waiting for their "Uber or Lyft" rides. The local residents of the Old Town area and businesses have concerns of loud music, public intoxication and DUI's. These alcohol related issues are often caused by bars and restaurants serving individuals to the point of intoxication, leading to arrests for public intoxication, DUI's, battery, physical and sexual assaults and other crimes.

There are two main areas of Pasadena where there are numerous liquor stores in a close proximity to each other, which are referred to as the Orange Grove corridor and the East End Colorado Blvd. The community has concerns for these areas which include individuals and transients loitering and drinking in public, public intoxication, prostitution and narcotic use. These alcohol related issues are often caused by stores selling to habitual drunks, intoxicated persons and allowing them to loiter near their stores.

There are several city parks where individuals and homeless people loiter, drink alcohol and use narcotics during the daytime into the evening hours making the parks an undesirable place for the residents and visitors of Pasadena. These alcohol related issues are often caused by off-sale liquor establishments selling to habitual drunks and intoxicated persons.

SCOPE OF WORK

To help combat these alcohol related issues Pasadena PD is going to conduct the following:

- 3 minor decoy operations
- 3 shoulder tap operations
- 1 trap door operation
- 8 undercover programs
- 2 IMPACT programs
- 7 Roll Call Trainings
- 2 LEAD classes

The Pasadena Police Department (PPD) is dedicated to reduce the amount of alcohol related incidents within the City of Pasadena. PPD believes that by reducing the amount of alcohol being sold and conducting enforcement programs, we will see a decline in alcohol related issues and make the quality of life better for the residents in the area.

Project Description:

Education:

PPD will educate the public, ABC licensees and sworn personnel. PPD, while working with ABC, will host 2 LEAD programs for all ABC licensees within the city. Members of SIU and ABC will conduct 2 IMPACT inspections of ABC establishments within the city.

ABC will conduct roll call training for patrol teams. By training patrol officers about ABC violations and how to conduct inspections at on and off sale liquor establishments they are able to check locations in their service area during normal work shifts, encouraging all on and off-sale alcohol establishments to comply with ABC standards.

Enforcement:

The enforcement steps will include a total of 3 Shoulder Tap, 3 Minor Decoy, 1 trap door programs, 1 ROSTF and 8 undercover operations. These programs will be conducted at various locations during different times and days of the week.

PPD will conduct 8 undercover operations which will include, but not limited to, drinking in public programs, serving obviously intoxicated persons programs, a receiving stolen property sting and a prostitution sting with follow up interviews in regards to human trafficking. PPD patrol officers often provide extra service to parks and bars but are typically ineffective due to suspects being able to see the patrol officer and/or vehicle from a distance and either hide or dispose of the beverage or stop criminal activity. Members of SIU and officers from patrol section will work together in these operations. By conducting these different types of programs PPD hopes to reduce the amount of illegal activity in both public places and bars/liquor establishments. By constant enforcement PPD hopes to see a reduction of the public intoxications and calls for service to these locations.

SCOPE OF WORK

Management:

After approximately 8 months of conducting enforcement programs, PPD will enter the third phase, which is Management.

PPD will analyze the different programs and decide which programs were most effective. PPD will then change programs and strategies to combat alcohol related issues in the area. PPD will issue a press release of yearly stats and issues resolved under the grant. PPD will continue to conduct enforcement programs for the remainder of the year.

Project Personnel:

The grant will be staffed on an overtime basis by officers in the Special Investigations Unit (SIU) and Field Operations Division (Patrol). SIU is responsible for narcotics, vice and ABC related issues in the City of Pasadena. Members of SIU have previously conducted minor decoy and shoulder tap programs. The minor decoy, shoulder tap, trap door, and undercover programs will consist of a supervisor and 4 members of SIU. Some of the undercover programs will need two PPD uniformed officers. Uniformed Officers are being utilized as police presence as well as officer safety and in turn reduce the risk of confrontations with undercover officers (SIU). The administrative assistant of SIU will maintain the records and reports of all programs and documented violations for ABC.

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 N/A	
A.2 Overtime Officers- 470 hrs. @ 68.16 Sergeant- 90 hrs. @ 84.77	\$32,035.00 \$7,629.00
A.3 Benefits N/A	
TOTAL PERSONNEL SERVICES	\$39,664.00
B. Operating Expenses (maximum \$2,500)	
Decoy Operations, Shoulder Tap Operations and Narcotic Investigations "buy money"	\$500.00
TOTAL OPERATING EXPENSES	\$500.00
C. Equipment (maximum \$2,500)	
(Attach receipts for all equipment purchases to monthly billing invoice) Undercover covert DVR ball cap with audio	\$1,495.00
Canon EOS Rebel Digital Camera	\$749.99 750.00
TOTAL EQUIPMENT	\$2,245.00
D. Travel Expense/Registration Fees (maximum \$2,500)	
(Registration fee for July 2016 GAP Conference attendee is \$275 each)	
Registration fees for July 2015 GAP Conference for two sworn officers. Travel, per diem, and lodging for they July GAP conference	\$550.00 \$1,950.00
TOTAL TRAVEL EXPENSE	\$2,500.00
TOTAL BUDGET DETAIL COST, ALL CATEGORIES	\$44,909.00

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 2016.
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

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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.

GENERAL TERMS AND CONDITIONS

1. APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. ASSIGNMENT: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. AUDIT: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
6. DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. INDEPENDENT CONTRACTOR: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 307 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS: Time is of the essence in this Agreement.

13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

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 2016, 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 <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.