

RESOLUTION NO. 2021-97

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA APPROVING ACCEPTANCE OF \$24,145.00 FROM STATE OF CALIFORNIA, DEPARTMENT OF ALCOHOLIC BEVERAGE CONTROL (ABC), ABC-APP GRANT PROGRAM, AUTHORIZING EXPENDITURE OF SAID \$24,145.00 RECEIVED FROM STATE OF CALIFORNIA, DEPARTMENT OF ALCOHOLIC BEVERAGE CONTROL (ABC), ABC-APP GRANT PROGRAM, AUTHORIZING FINANCE DIRECTOR TO MAKE NECESSARY ACCOUNTING AND BUDGETARY ENTRIES AND AUTHORIZING CHIEF OF POLICE TO EXECUTE GRANT DOCUMENTS ON BEHALF OF THE CITY SUBJECT TO FINAL REVIEW AND APPROVAL BY THE CITY ATTORNEY

WHEREAS, the State of California, Department of Alcoholic Beverage Control, ABC-APP Grant Program has awarded an \$24,145.00 grant to the City of Marina; and

WHEREAS, the ABC-APP Grant Program funds will be used for conducting police operations related to enforcement of alcoholic beverage violations related to the sale of and procurement of alcoholic beverages by minors and providing educational opportunities for ABC licensees; and

WHEREAS: the Police Department will conduct three Minor Decoy Operations, two Shoulder Tap Operations, two IMPACT Operations and one LEAD class to meet the requirement of the grant; and

WHEREAS, funds received from the ABC-APP Grant Program may only be used to fund officer overtime while they are conducting grant operations and LEAD class and funds may not be used to supplant officer salaries or purchase equipment or supplies; and

WHEREAS, funds received from the ABC-APP Grant Program will aid in the eradication of the illegal sale of and procurement of alcoholic beverages by minors in the City of Marina and increase their safety on the roadways and in general; and

WHEREAS, the ABC-APP Grant Program does not require matching funds of the City; and

WHEREAS, the City Council of the City of Marina accepts and approves the expenditure of funds received from the State of California, Department of Alcoholic Beverage Control, ABC – APP Grant Program in the amount of \$24,145.00.

NOW, THEREFORE IT BE RESOLVED, that the City Council of the City of Marina does hereby:

1. Approve acceptance of funds from the State of California, Department of Alcoholic Beverage Control, ABC-APP Grant Program in the amount of \$24,145.00; and
2. Approve the expenditure of the funds received from the State of California, Department of Alcoholic Beverage Control, ABC-APP Grant Program in the amount of \$24,145.00; and
3. Authorize Finance Director to make necessary accounting and budgetary entries; and
4. Authorize Chief of Police to execute grand documents on behalf of City subject to final review and approval by the City Attorney.

PASSED AND ADOPTED by the City Council of the City of Marina at a regular meeting duly held on the 8th day of September 2021, by the following vote:

AYES, COUNCIL MEMBERS: Medina Dirksen, Burnett, Berkley, Biala, Delgado

NOES, COUNCIL MEMBERS: None

ABSENT, COUNCIL MEMBERS: None

ABSTAIN, COUNCIL MEMBERS: None

Bruce C. Delgado, Mayor

ATTEST:

Anita Sharp, Deputy City Clerk

SCO ID: 2100-21APP25

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

21-APP25

PURCHASING AUTHORITY NUMBER (If Applicable)

ABC-2100

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

CONTRACTING AGENCY NAME

Department of Alcoholic Beverage Control

CONTRACTOR NAME

City of Marina through the Marina Police Department

2. The term of this Agreement is:

START DATE

July 1, 2021

THROUGH END DATE

June 30, 2022

3. The maximum amount of this Agreement is:

\$24,145.00 Twenty four thousand one hundred and forty five dollars and no cents

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

Exhibits	Title	Pages
Exhibit A	Scope of Work	2
Exhibit B	Budget Detail and Payment Provisions	3
Exhibit C *	General Terms and Conditions (GTC 04/2017)	4
+ - Exhibit D	Special Terms and Conditions	1
+ - Attachment RFP	RFP Scope of Work	7

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

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

City of Marina through the Marina Police Department

CONTRACTOR BUSINESS ADDRESS

211 Hillcrest Avenue

CITY

Marina

STATE

CA

ZIP

93933

PRINTED NAME OF PERSON SIGNING

Tina Nieto

TITLE

Chief of Police

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

21-APP25

PURCHASING AUTHORITY NUMBER (If Applicable)

ABC-2100

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

Department of Alcoholic Beverage Control

CONTRACTING AGENCY ADDRESS

3927 Lennane Drive, Suite 100

CITY

Sacramento

STATE

CA

ZIP

95834

PRINTED NAME OF PERSON SIGNING

Patty Nelson

TITLE

Chief, Business Management Branch

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

EXHIBIT A SCOPE OF WORK

I. SCOPE OF WORK

- Contractor agrees to implement the Department of Alcoholic Beverage Control (ABC), Alcohol Policing Partnership program. This program is intended to work with law enforcement agencies to develop an effective, comprehensive and strategic approach to eliminate the crime and public nuisance problems associated with problem alcoholic beverage outlets.
- Contractor agrees to implement ABC's 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(s), enforcement intervention and the impressions of omnipresence of law enforcement. In addition, Contractor agrees to the following goals:
 1. The operation period of the grant is July 1, 2021 through June 30, 2022.
 2. 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.
 3. Minor Decoy operations are designed to educate and deter licensed locations from selling/furnishing alcohol to minors. Contractor agrees to conduct Minor Decoy Operations at both "On-Sale" and "Off-Sale" licensed establishments within the operation period of the grant.
 4. Shoulder Tap operations are used to detect and deter adult furnishers outside of a licensed business. Contractor agrees to conduct Shoulder Tap Operations at "Off-Sale" licensed locations 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.
 5. Informed Merchants Preventing Alcohol-Related Crime Tendencies (IMPACT) primary goal is to educate licensee's on alcohol related laws to help reduce alcohol-related crime in and around licensed premises. Contractor agrees to conduct visits and inspections of licensed premises identifying areas of non-compliance at "On-Sale" and "Off-Sale" licensed locations within the operation period of the grant.

II. GOALS AND OBJECTIVES

1. Conduct at least four (4) Minor Decoy operations.
2. Conduct at least four (4) Trap Door operations.
3. Conduct at least four (4) Shoulder Tap operations.
4. Conduct at least three (3) IMPACT operations.
5. Conduct at least three (3) ROSTF operations.

6. Provide roll call training for each patrol shift, including Community Service Officers.
7. Conduct at least two (2) LEAD trainings.
8. Provide three (3) press releases on grant enforcement activities.
 - A. To announce the start of the program;
 - B. At the conclusion of each Minor Decoy Operation has been held (to announce the number of licensed premises who sold to the minor decoy)
 - C. At the conclusion of each Shoulder Tap Operation has been held (to announce the number of adults arrested for purchasing alcoholic beverages for the decoy).
9. Contractor will fax (916) 419-2599 or email each press release to the Department's Public Information Officer (pio@abc.ca.gov) as soon as it is released.
10. 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 Alcohol Policing Partnership."

Contractor agrees to complete and submit monthly reports, on a format designed and provided by the Department of Alcoholic Beverage Control due no later than 15th of the following month.

III. PROJECT REPRESENTATIVES

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

Marina Police Department
Bryan Whittaker, Detective Sergeant
211 Hillcrest Avenue
Marina, CA 93933
(831) 884-1294
bwhittaker@cityofmarina.org

Department of Alcoholic Beverage Control
Brandon Shotwell, Supervising Agent in Charge
3927 Lennane Drive, Suite 100
Sacramento, CA 95834
(916) 419-2329
Brandon.shotwell@abc.ca.gov

Direct all fiscal inquiries to:

Marina Police Department
Marisol Gomez, Finance Director
211 Hillcrest Avenue
Marina, CA 93933
(831) 884-1203
mgomez@cityofmarina.org

Department of Alcoholic Beverage Control
Kristine Okino, Grant Coordinator
3927 Lennane Drive, Suite 100
Sacramento, CA 95834
(916) 419-2572
Kristine.okino@abc.ca.gov

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 monthly payment of approved reimbursable costs per the Budget Detail of personnel overtime and benefits (actual cost) and/or allowable costs.
- Invoices shall clearly reference this contract number (21-APP25) and must not exceed the contract total authorized amount of \$24,145. Invoices are to be submitted by the 15th of every month, on the prescribed form designed by the Department of Alcoholic Beverage Control.

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

- Payment shall be made in arrears within 30 days from the receipt of an undisputed invoice. Nothing contained herein shall prohibit advance payments as authorized by Item 2100-101-3036, Budget Act, Statutes of 2021.
- Contractor understands in order to be eligible for reimbursement; cost must be incurred on or after the effective date of the project, July 1, 2021 and on or before the project termination date, June 30, 2022.
- Revisions to the "Scope of Work" and the "Budget Detail" may be requested by a change request letter submitted by the Contractor. If approved, the revised Grant Scope of Work and/or Budget Detail supersedes and replaces the previous grant and will initiate an amendment. No revisions can exceed allotted amount as shown on the Budget Detail. The total amount of the grant must remain unchanged.
- 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.
- 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.
- 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 grant unless the State otherwise directs.
- 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 this grant in any media.

II. BUDGET DETAIL

COST CATEGORY	TOTAL COST
A. Personnel Services	
<u>Overtime</u>	
Sergeant (91/hours @ \$81/hour) Officers (182/hours @ \$70/hour)	\$20,111.00
Benefits (estimated at 30%)	\$4,034.00
TOTAL Personnel	\$24,145.00
B. Operating Expenses (receipts required)	
n/a	\$0.00
TOTAL Operating	\$0.00
C. Equipment (receipts required, must be purchased by 12/31)	
n/a	\$0.00
TOTAL Equipment	\$0.00
D. Travel Costs	
n/a	\$0.00
TOTAL Travel	\$0.00
GRANT TOTAL	\$24,145.00

III. 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.
- Due to current and on-going fiscal uncertainty caused by the COVID-19 crisis, the grantee may spend no more than fifty percent (50%) of the grant amount without prior written authorization from the Department. The Department intends to authorize expenditures beyond the amount of fifty percent (50%) should its fiscal condition allow.

IV. 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

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 deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. 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. (See Cal. Code Regs., tit. 2, §11105.)

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 04/2017 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).)

EXHIBIT D SPECIAL TERMS AND CONDITIONS

1. **Disputes:** Any disputes 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 in 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 of the 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. **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. 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 2021, for the purposes of this program.
4. **Contractor Certifications:** By signing this agreement, Contractor certifies compliance with the provisions of CCC 04/2017, Standard Contractor Certification Clauses. This document may be viewed at: <https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language>
5. If the State determines that the grant project is not achieving its goals and objectives on schedule, funding may be reduced by the State to reflect this lower level of project activity and/or cancel the agreement.

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of September 8, 2021

CITY COUNCIL CONSIDER ADOPTING RESOLUTION NO. 2021-, APPROVING ACCEPTANCE OF \$24,145.00 FROM STATE OF CALIFORNIA, DEPARTMENT OF ALCOHOLIC BEVERAGE CONTROL (ABC), ABC-APP GRANT PROGRAM, AUTHORIZING EXPENDITURE OF SAID \$24,145.00 RECEIVED FROM STATE OF CALIFORNIA, DEPARTMENT OF ALCOHOLIC BEVERAGE CONTROL, ABC-APP GRANT PROGRAM, AUTHORIZING FINANCE DIRECTOR TO MAKE NECESSARY ACCOUNTING AND BUDGETARY ENTRIES AND AUTHORIZING CHIEF OF POLICE TO EXECUTE GRANT DOCUMENTS ON BEHALF OF CITY SUBJECT TO FINAL REVIEW AND APPROVAL BY THE CITY ATTORNEY

REQUEST:

It is requested that the City Council consider:

1. Adopting Resolution No. 2021-, approving acceptance of \$24,145.00 from State of California, Department of Alcoholic Beverage Control, ABC-APP Grant Program; and
2. Authorize expenditure of said \$24,145.00 received from State of California, Department of Alcoholic Beverage Control; and
3. Authorize Finance Director to make necessary accounting and budgetary entries; and
4. Authorize Chief of Police to execute grant documents on behalf of City subject to final review and approval by the City Attorney.

BACKGROUND:

On March 29, 2021, the Police Department applied for the State of California, Department of Alcoholic Beverage Control, ABC-APP Grant Program to receive funds for conducting police operations related to enforcement of alcoholic beverage violations related to the sale of and procurement of alcoholic beverages by minors and providing educational opportunities for ABC licensees.

On June 10, 2021, the Department received notification that it had been awarded a grant and funding in the amount of \$24,145.00. There is no local cash match required of the City. Grant funds are for overtime use only and only to be used for overtime dedicated to grant operations and educational programs stipulated by the grant (“**EXHIBIT A**”). Funds may not be used to supplant regular pay/and or salary. This grant will begin July 1, 2021 and will sunset June 30, 2022.

The grant stipulates the Department perform two specific types of enforcement operations, Minor Decoy and Shoulder Tap.

1. Minor Decoy: Targets on-sale and off-sale alcoholic beverage licensees who sell alcoholic beverage to minors. Minors working with the Department would enter establishments and attempt to purchase alcoholic beverages.

2. **Shoulder Tap:** Targets adults who purchase alcoholic beverage for minors who solicit them to do so. The practice being specifically targeted is where minors approach adults in and around establishments and solicit them to buy alcoholic beverages for them. Minors working with the Department would approach adults in and around establishments and solicit them to purchase alcoholic beverages for them.

The grant also specifies that grant awardees perform the following educationally based programs:

1. **Informed Merchants Preventing Alcohol-Related Crime Tendencies (IMPACT):** Officers randomly select on-sale and off-sale licensed establishments to conduct business friendly compliance inspections. The officers look for loitering, litter, graffiti, posted signs, lack of food service in restaurants, illegal weapons, or other violations. A checklist is used to note any violations observed and is given to the licensee. The Licensee is then provided an opportunity to fix any problems. Follow-up visits are then conducted to ensure the licensee has corrected the problems. If not, the information is given to the local ABC office for possible disciplinary action.
2. **Licensee Education on Alcohol and Drugs (LEAD) class:** The Licensee Education on Alcohol and Drugs (LEAD) Program is a free, voluntary prevention and education program for retail licensees, their employees and applicants. The curriculum is designed for licensees, managers and employees. Program length is four hours. Participation is limited depending on the size of the training location.

The grant also requires additional actions related to issuance of press releases, distribution of letters and flyers, submittal of bi-monthly reports to ABC and a final project summary at the end of the life of the grant as well as bi-monthly reimbursement requests.

The Police Department pursued this grant in order to ensure that on-sale, off-sale licensees and adults in general are not supplying alcoholic beverages to minors. The grant will not only identify those who are supplying alcoholic beverages to minors but educate them as to the danger and consequences of doing so.

ANALYSIS:

Staff identified the need to pursue Minor Decoy and Shoulder Tap operations and at the same time provide valuable education to on-sale, off-sale licensees and adults. The Department's Investigations Bureau will be facilitating the grant requirements and performing the operations. Underage decoys will be rigorously screened and interviewed for suitability for the operations.

Operations will have a minimum of three officers in close proximity to the decoys at all times to provide maximum safety. The use of "wirers" may be used to further monitor contacts. In total there will be three Minor Decoy Operations and two Shoulder Tap Operations. Contact was made with the Monterey County District Attorney's Office and they will support and prosecute cases developed as a result of the operations.

There will be two IMPACT Operations and one LEAD class. Officers will contact as many on-sale and off-sale licensees as possible and provide initial inspections and follow-up visits to assist those contacted premises in improving and meeting ABC standards. The LEAD class will be conducted by officers and all efforts will be made to recruit as many on-sale and off-sale licensees and their employees as possible in order to provide current and updated information regarding the sale of alcoholic beverages.

The local ABC office will assign an agent to interface and advise the Department on all aspects of the operations and educational programs.

The grant requires awardees submit bi-monthly progress reports with the final report due on June 30, 2022. As with the bi-monthly progress reports, grantees are required to submit invoices on a bi-monthly basis to receive compensation. Department personnel will complete and submit all reports and requests for reimbursement.

FISCAL IMPACT:

There will be no budgetary impact except for an inflow of funds from the grant in the amount of \$24,145.00, which will be received over the course of the life of the grant. Should City Council approve this request an ABC-APP Grant Program revenue account will be created in the Police Department 2021 Budget and extend into the 2022 Budget.

CONCLUSION:

This request is submitted for City Council consideration and possible action.

Respectfully submitted,

Bryan Whittaker
Police Department Detective Sergeant
City of Marina

REVIEWED/CONCUR:

Tina Nieto
Chief of Police
City of Marina

Layne Long
City Manager
City of Marina