

RESOLUTION NO. 2023-88

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA APPROVING ACCEPTANCE OF \$56,986.00 FROM STATE OF CALIFORNIA, DEPARTMENT OF ALCOHOLIC BEVERAGE CONTROL (ABC), ABC-APP GRANT PROGRAM, AUTHORIZING EXPENDITURE OF SAID \$56,986.00 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 \$56,986.00 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 at least four (4) Minor Decoy Operations, at least four (4) Shoulder Tap Operations, including the Statewide Shoulder Tap conducted by ABC, conduct at least three (3) ROSTF operations, host at least two (2) Roll Call/Trace trainings, conduct at least three (3) IMPACT operations, Advertise and facilitate one (1) LEAD training, create ten (10) Social Media posts focused on underage drinking, Create five (5) PSAs regarding underage drinking, and to provide press/social media releases on grant enforcement activities 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 \$56,986.00.

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 \$56,986.00; 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 \$56,986.00; 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 held on the 6th day of September 2023, by the following vote:

AYES, COUNCIL MEMBERS: Visscher, McCarthy, Biala, Medina Dirksen, Delgado

NOES, COUNCIL MEMBERS: None

ABSENT, COUNCIL MEMBERS: None

ABSTAIN, COUNCIL MEMBERS: None

Bruce C. Delgado, Mayor

ATTEST:

Anita Sharp, Deputy City Clerk

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, 2023 through June 30, 2024.
 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) Shoulder Tap operations, including the Statewide Shoulder Tap conducted by ABC.
3. Conduct at least three (3) IMPACT operations.

4. Conduct at least three (3) ROSTF operations.
5. Host at least two (2) Roll Call / TRACE trainings.
6. Advertise and facilitate one (1) LEAD training.
7. Create ten (10) Social Media posts focused on underage drinking.
8. Create five (5) PSAs regarding underage drinking.
9. Provide press/social media 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).
10. 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.
11. 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, 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
Juan Lopez, Finance Director
211 Hillcrest Avenue
Marina, CA 93933
(831) 884-1221
jlopez@cityofmarina.org

Department of Alcoholic Beverage Control
Kristine Okino, Grant Coordinator
3927 Lennane Drive, Suite 100
Sacramento, CA 95834
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 (23-APP27) and must not exceed the contract total authorized amount of \$56,986.00. 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
 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 2023.
- Contractor understands in order to be eligible for reimbursement; cost must be incurred on or after the effective date of the project, July 1, 2023 and on or before the project termination date, June 30, 2024.
- 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 (\$100.51/hour @ 60/hours)	\$6,030.00
Officer (\$84.92/hour @ 409/hours)	\$34,732.00
Benefits –	\$14,674.00
TOTAL Personnel	\$55,436.00
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	
Hotel, per diem, registrations	\$1,550.00
TOTAL Travel	\$1,550.00
GRANT TOTAL	\$56,986.00

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.

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 2023, 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.



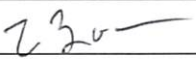
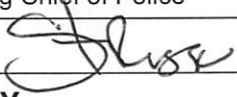
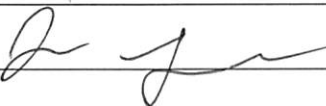
STATE OF CALIFORNIA

Department of Alcoholic Beverage Control

Alcohol Policing Partnership Program

PROPOSAL COVER SHEET

(TO BE COMPLETED BY APPLICANT AGENCY)

1. Name of Applicant Agency: Marina Police Department	
2. Description of Applicant Agency: Provide your city or county jurisdiction, and include population data, and relevant demographic and socio-economic characteristics of the community. The Marina Police Department provides law enforcement services for the City of Marina. The city's population is 22,507. The overall median age in the city is 33.9 years, 33.1 years for males, and 36.1 years for females. According to the most recent survey, the racial composition of Marina was: White: 51.39%, Asian: 16.92%, Two or more races: 11.35%, Other race: 11.71%, Black or African American: 6.71% Native Hawaiian or Pacific Islander: 1.55%, Native American: 0.39%. Median household income (in 2021 dollars), 2017-2021 \$78,795. Estimated persons living in poverty is estimated to be 10.2%.	
3. Number of licenses in Project Area: 68	4. Tax ID: 94-2321991
5. Funds Requested: \$ 56,986.00	6. Project Period: July 1, 2023–June 30, 2024
7. Acceptance of Conditions: By submitting this proposal, the applicant signifies acceptance of the responsibility to comply with all requirements stated in the Request for Proposals. The applicant understands that ABC is not obligated to fund the project until the applicant submits correctly completed documents required for the contract.	
A. Project Director Person with Day-To-Day Responsibility for the Project	B. Sheriff or Chief of Police Authorizing Official
Name: Bryan Whittaker Address: Marina Police Department Phone: (831) 884-1294 Email Address: bwhittaker@cityofmarina.org Title: Sergeant Signature: 	Name: Steve Russo Address: Marina Police Department 211 Hillcrest Avenue, Marina CA 93933 Phone: (831) 884-1235 Email Address: srusso@cityofmarina.org Title: Acting Chief of Police Signature: 
C. Fiscal or Accounting Official	D. ABC USE ONLY
Name: Juan Lopez Address: Marina Finance Department Phone: (831) 884-1221 Email Address: jlopez@cityofmarina.org Title: Finance Director Signature: 	

SCOPE OF WORK

Summary

A. Agency Description:

The city of Marina, located on the Monterey Peninsula in Monterey County, was incorporated in 1975 and encompasses 9.81 square miles. Marina's government is a Home-Rule City Charter city council type government. Currently, the city has a very diverse population of 22,507. The most recent survey shows the city's racial composition as: White: 51.39%, Asian: 16.92%, Two or more races: 11.35%, Other race: 11.71%, Black or African American: 6.71% Native Hawaiian or Pacific Islander: 1.55%, Native American: 0.39%. Median household income (in 2021 dollars), 2017-2021 is \$78,795. Estimated persons living in poverty is estimated to be 10.2%. Marina is a bedroom community and the city is experiencing rapid growth both commercially and residentially.

The Marina Police Department was established in 1976 and its current budget is \$7,335,343. The Department is staffed by 40 total employees. Twenty-nine of the positions are sworn officers, nine are non-sworn and there are two part-time employees.

B. Funding Request: \$56,986.00

C. Number of ABC Licensed Locations:

1. On-Sale = 41
2. Off-Sale = 27
3. Total Licensed Locations = 68

Project Personnel

A. Number of Full-Time Personnel

1. The Department is authorized thirty-nine (39) full-time positions (29 sworn and 9 non-sworn).

B. Staff Breakdown of Officer Positions

1. 19 Officers, 5 Sergeants, 2 Corporals, 2 Commanders, 1 Chief of Police
2. Staff Qualifications: All Department sworn staff have attended a California POST certified academy and successfully completed said academy and all have successfully completed the Department Field Program. Within the Department's sworn staff, some have been POST certified as detectives/ investigators, others have completed specialized training as motorcycle officers and accident investigators, still others have specialized training as firearms instructors, defensive tactics instructors and Tazer instructors. All Marina PD officers attend California POST required training as required.

C. Unit or Division Responsible for the Grant

1. Marina Police Department Investigations Bureau. Additional assistance may be recruited from the Operations Division

D. Personnel Assigned to Project: Sgt. Bryan Whittaker, Detective Mike Ball, Detective Richard Moreno

*Note: Other sworn personnel may be utilized for grant operations as needed.

SCOPE OF WORK

Problem Statement

The city of Marina is experiencing rapid commercial and residential growth within its borders and is a major transportation hub for the Monterey Peninsula. This is causing an upsurge of people visiting the city's on-sale and off-sale licensees. The expectation with city growth is that new on and off sale establishments will be established, thus further increasing the number of on and off sales establishments and visitation to the city's alcoholic beverage sales establishments.

The surge of people visiting Marina's alcoholic beverage serving locations has triggered an upsurge in alcoholic beverage related calls for service. Most notably calls related to underage drinking, i.e. public drunkenness, thefts by persons under the influence of alcoholic beverages, D.U.s, and peace disturbances. Identification of where underage drinkers are obtaining alcoholic beverages as well as the method they are using to obtain alcoholic beverages is a top priority. Community concerns are building because of the above mentioned problems as well as an increasing number of underage student drinkers who are becoming intoxicated during school hours.

In order to combat the alcoholic beverage issues being experienced in the city, the Police Department intends to implement highly aggressive educational programs, increase enforcement activities through the use of shoulder tap and decoy operations and other activities.

SCOPE OF WORK

Project Description section 1 of 2

The Department's main goal is to educate minors, and owners and users of ABC licensed establishment through both education and enforcement efforts geared to emphasize and reinforce legal and moral obligations and responsibilities. And, to provide the Marina Police Department with reliable and quantifiable statistics related to where, when and how underage individuals are procuring alcoholic beverages. It should be noted that the Monterey County District Attorney's Office is supportive of our efforts and is willing to prosecute ABC related cases.

Goal #1 - Reduce the number of sales of alcoholic beverages to minors at the on-sale and off-sale businesses in the City of Marina.

Objective #1 - Conduct, four five hour minor decoy operations. Two at off-sale and two at on-sale establishments that are most frequented by minors.

Objective #2 - Conduct four five hour Trap Door operations. Two at on-sale establishments and two at off-sale locations.

Goal #2 - Reduce the ability of minors to obtain alcoholic beverages through the use of an adult intermediary and identify and prosecute adults acting in that capacity.

Objective #1 - Conduct four five hour Shoulder Tap operations throughout the City focusing on off-sale businesses.

Goal #3 - Reduce alcohol related public disturbances, illegal alcohol sales and practices at local establishments that serve and sell alcoholic beverages by identifying those establishments where these activities occur.

Objective #1 - Utilizing statistical data and quiring residents and businesses around establishments, target problematic ABC licensed establishments and target them for increased enforcement activity.

Goal #4 - The Marina Police Department is committed to educating businesses that serve and sell alcoholic beverages in the City and will conduct LEAD (Licensee Education on Alcohol and Drugs) classes for those businesses.

Objective #1 - Conduct two LEAD classes during the life of the grant. One class to be held for on-sales businesses and the other for off-sale businesses.

Goal #5 - Work with local media and schools to provide educational information to youth regarding the illegal consumption of alcoholic beverages, laws regulating use of and procurement of alcoholic beverages and consequences of said beverages.

Objective #1 - Utilize monthly posts aimed at youth on social media to provide information about under age drinking issues, legal, dangers, and health issues.

Objective #2 - Work with local media to produce bi-monthly public service announcements regarding

SCOPE OF WORK

Project Description section 2 of 2

underage drinking that educates youth and adults about the legal and health issues around under age drinking.

Objective #3 - Coordinate with schools to provide them with materials and information to be distributed to students regarding underage drinking, its consequences, legalities and dangers.

Goal #6 - The Marina Police Department is committed to educating our officers and working closely with the Department of Alcohol Beverage Control and to reducing and identifying alcohol-related incidents involving alcohol and minors.

Objective #1 - Marina Police Department will coordinate with the Department of Alcohol Beverage Control to host two (2) TRACE trainings.

Goal #7 - The Marina Police Department will conduct IMPACT inspections of businesses that sell alcoholic beverages in the City of Marina in order to educate those businesses about ABC laws regarding illegal sales of and illegal purchasing of alcoholic beverages. The Police Department officers making these contacts will use this time to promote positive relationships with the Police Department and to provide information regarding illicit, unruly and criminal activity in and around their businesses.

Objective #1 - Conduct three five hour IMPACT inspections of on-sale and off-sale businesses within the City of Marina.

GOAL #8 - The Police Department recognizes the importance of early intervention to prevent or abate public nuisance issues in and around establishments that serve or sell alcoholic beverages. It is essential that ABC licensees conform to Business and Professions Code Section 25612.5 and that Department officers work with ABC Agents to randomly visit ABC licensees to ensure compliance.

Additionally, officers assigned to patrol must be trained to apply B&P Section 25612.5 and take action when they observe violations.

Objective #1 - Conduct three four hour ROSTF operations of ABC licensees in the City.

Objective #2 - Provide roll call training for each patrol shift, include Community Service Officers so they can observe and report to Patrol Operations Division.

SCOPE OF WORK

Additional Information

The Marina Police Department is committed to the completion and execution of all the goals and objectives listed. For these operations, it may be necessary to enlist the assistance of patrol officers to fill positions in various operations due to staffing challenges and possible Detective Bureau responsibilities, i.e. detectives being reassigned to investigate a major crime.

BUDGET DETAIL WORKSHEET

A. Personnel Services

Salaries

	Classification/Positions	Computation	Total Cost
1			
2			
3			
SUBTOTAL			\$ 0

Overtime

	Classification/Positions	Computation	Total Cost
1	Sergeant	60 Hrs. X \$100.51 per Hr.	\$ 6,030
2	Officer	409 Hrs. x \$84.92 Per Hr.	\$ 34,732
3			
4			
5			
6			
SUBTOTAL			\$ 40,762

Benefits

	Classification/Positions	Computation	Total Cost
1	Sergeant	60 Hrs. x \$36.18	\$ 2,171
2	Officer	409 Hrs. x \$30.57	\$ 12,503
3			
4			
5			
SUBTOTAL			\$ 14,674

B. Operating Expenses and Equipment

Operating Expenses*

	Description	Computation	Total Cost
1			
2			
*maximum of \$2,500.00			
SUBTOTAL			\$ 0

Operating Expenses*

	Description	Computation	Total Cost
1			
2			
3			
*maximum of \$2,500.00			
SUBTOTAL			\$ 0

C. Travel Expenses *

	Description	Computation	Total Cost
1	Reg. Fees July AAP 2 Attendees	2 x \$325	\$ 650
2	Per Diem AAP 2 Attendees	2 x \$150	\$ 300
3	Lodging AAP 2 Attendees	2 x \$300	\$ 600
4			
*APP Conference only. All travel cannot exceed current state rates.			
SUBTOTAL			\$ 1,550

GRANT TOTAL **\$ 56,986**

OTHER FUNDING SOURCES

Complete the following to report the total funds available to support the activities related to accomplishing the goals and objectives of the contract. In the "Grant Funds" column, report the ABC funds requested by category. In the "Other Funds" column, report all other funds available to support the project by category (if none, leave blank). Then calculate the totals by category in the "Program Total" column. Total each column down to arrive at the total program funds available.

Note: Round all budget amounts to the nearest dollar—no cents.

Budget Category	Grant Funds	Other Funds	Program Total
A. Personnel Services	\$ 55,436		\$ 55,436
B. Operating Expense			\$ 0
C. Travel/Registration Fees	\$ 1,550		\$ 1,550
D. Equipment			\$ 0
TOTALS	\$ 56,986	\$ 0	\$ 56,986

This form does not become part of the contract but is **required** in the Request for Proposal package.

*Disclaimer—Please complete only if your department will contribute funds.

Police 210

Department: Police

Department Description: The Marina Police Department is dedicated to protecting the lives and property of the residents, visitors, and businesses in our diverse community through public education, prevention, and enforcement of all applicable laws. The Marina Police Department strives to provide innovative, sustained high quality public service through their employees using their maximum capabilities while responding to the challenging needs of the public and our ever-growing community.

Police Department

	2020 Adopted Budget	2021 Amended Budget	2021 To Date	2022 Proposed	2023 Proposed
Revenue					
TAX - Taxes	75,000	75,000	74,456	75,000	75,000
LP - Licenses & Permits	24,000	24,000	30,363	24,000	24,000
FP - Fines and Penalties	61,800	161,800	73,339	61,800	61,800
ING - Intergovernmental	165,000	165,000	179,450	165,000	165,000
CFS - Charges for Services	25,780	25,780	63,332	25,780	25,780
OR - Other Revenues	9,440	9,440	2,211	9,440	9,440
OFS - OFS - Transfers	29,000	29,000	29,000	29,000	29,000
Revenue Totals	390,020	490,020	452,149	390,020	390,020
Expenditures					
SB - Salaries and Benefits	6,317,470	6,352,280	6,079,906	6,457,356	6,522,189
SS - Services and Supplies	1,189,510	1,184,010	1,082,627	1,191,174	1,191,174
CO - Capital Outlay	24,000	-	-	-	-
OFU - OFU - Transfer	-	12,000	12,000	12,000	12,000
Expenditure Totals	7,530,980	7,548,290	7,174,533	7,660,530	7,725,363
Revenue Grand Totals:	390,020	490,020	452,149	390,020	390,020
Expenditure Grand Totals:	7,530,980	7,548,290	7,174,533	7,660,530	7,725,363
Net Grand Totals:	(7,140,960)	(7,058,270)	(6,722,384)	(7,270,510)	(7,335,343)

Authorized Full-Time Equivalents (FTEs)	2017 Actual Amount	2018 Actual Amount	2019 Amended Budget	2020 Budget	*2021 Budget	2022 Proposed	2023 Proposed
Police Chief	1	1	1	1	1	1	1
Police Commanders	2	2	2	2	2	2	2
Police Sergeant	4	4	5	5	5	5	5
Police Corporal	3	3	2	2	2	2	2
Public Safety Officer	0	0	0	0	0	0	0
Police Clerk	0	0	0	0	0	0	0
Police Officer	19	19	19	19	19	19	19
Community Services Specialist	1	1	1	1	1	1	1
Community Services Officer	2	2	2	2	2	2	2
Administrative Assistant II	1	1	1	1	1	1	1
Public Safety Records Supervisor	1	1	1	1	1	1	1
Public Safety Records Technicians	2	2	2	3	4	4	4
Management Analyst (non-benefited)	0.5	0.5	0.5	0.5	0.5	0.5	0.5
Training Manager (non-benefited)	0.5	0.5	0.5	0.5	0.5	0.5	0.5
Police	37	37	37	38	39	39	39

August 21, 2023

Item No. **10f(1)**

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of September 6, 2023

CITY COUNCIL CONSIDER ADOPTING RESOLUTION NO. 2023-, APPROVING ACCEPTANCE OF \$56,986.00 FROM STATE OF CALIFORNIA, DEPARTMENT OF ALCOHOLIC BEVERAGE CONTROL (ABC), ABC-APP GRANT PROGRAM, AUTHORIZING EXPENDITURE OF SAID \$56,986.00 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. 2023-, approving acceptance of \$56,986.00 from State of California, Department of Alcoholic Beverage Control, ABC-APP Grant Program; and
2. Authorize expenditure of said \$56,986.00 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 April 3, 2023, 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 July 5, 2023, the Department received notification that it had been awarded a grant and funding in the amount of \$56,986.00. 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, 2023, and will sunset June 30, 2024.

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. An instructor approved by ABC will conduct the course.

The grant also requires additional actions related to issuance of press releases, distribution of letters and flyers, Police Officer Roll call training, 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 continuously 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 be conducted involving Marina Police Officers and may involve ABC agent(s) that will be within close proximity to the decoys at all times to provide maximum safety. The use of technical surveillance may be used to further monitor contacts. In total there will be four Minor Decoy Operations and 4 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 no later than 15th of the following month, on a format designed and provided by the Department of Alcoholic Beverage control.

FISCAL IMPACT:

There will be no budgetary impact except for an inflow of funds from the grant in the amount of \$56,986.00, 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 2023 Budget and extend into the 2024 Budget.

CONCLUSION:

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

Respectfully submitted,

Steven Russo
Chief of Police
City of Marina

REVIEWED/CONCUR:

Layne Long
City Manager
City of Marina