



# **CITY COUNCIL AGENDA REPORT**

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MEETING DATE: October 17<sup>th</sup>, 2006

ITEM NUMBER: **VI-15**  
**(a)**

**SUBJECT:** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COSTA MESA AUTHORIZING ACCEPTANCE OF A GRANT AWARD FROM THE CALIFORNIA DEPARTMENT OF ALCOHOLIC BEVERAGE CONTROL FOR THE "SHOULDER TAP PROGRAM."

**DATE:** SEPTEMBER 19, 2006

**FROM:** POLICE DEPARTMENT- FIELD OPERATIONS DIVISION

**PRESENTATION BY:** DAVID MAKIYAMA, CPL.  
FIELD OPERATIONS

**FOR FURTHER INFORMATION CONTACT:** DAVID MAKIYAMA  
(714) 754-5280

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## **RECOMMENDED ACTION:**

1. Adopt Resolution that authorizes the City Manager or his designee to accept the Grant award from the California Department of Alcoholic Beverage Control for the "Shoulder Tap Program."
2. Approve Budget Adjustment # 07-026 to appropriate \$10,000 of California Department of Alcoholic Beverage Control grant to the Police Department's operating budget.

## **BACKGROUND:**

Alcohol is the most widely abused substance used in America by persons under the age of 21. Alcohol is abused more than tobacco, marijuana or other illicit drugs. "Shoulder Tapping" is the practice used by minors who wait outside establishments and ask adults to purchase alcoholic beverages for them. Approximately 46% of minors acquire their alcohol in this manner because it is easy. One survey reported that 57.5% of 12<sup>th</sup> graders, 42.1% of 10<sup>th</sup> graders and 19.5% of 8<sup>th</sup> graders reported having been drunk at least once in their lives. The harmful effects of underage drinking are numerous and include alcohol related motor vehicle collisions; increased risk of unintentional injuries such as drowning or falls; brain impairment; increased risk of alcohol addiction; unintended sexual activity; future social, psychological, and medical problems. Approximately 5,000 youth die each year as a result of underage drinking.

The United States Department of Justice, Office of Juvenile Justice Delinquency and Prevention, distributes federal funding to California via the Department of Alcoholic

Beverage Control. Grants are used to run a minimum of seven operations to reduce the number of noncommercial suppliers from providing minors with alcoholic beverages. Grant funding cannot replace existing program expenditures, nor can traffic safety funds be used for program maintenance, research, rehabilitation, or construction. This is the first time the City would be implementing this program to reduce the underage consumption of alcoholic beverages.

**ANALYSIS:**

Periodically the Police Department conducts Minor Decoy Stings, where minors are sent into liquor stores to purchase alcoholic beverages. This tactic addressed part of the problem, but not the adults purchasing the alcohol legally and then providing it to the minors.

Based on 2004 rankings published by the Office of Traffic Safety, among the 50 cities in Group B (city population 100,001 to 250,000), Costa Mesa ranked 2<sup>nd</sup> worst for alcohol related collisions for all age groups of impaired drivers. Although officers attempt to ensure the safety of the community, they cannot be everywhere. Preventing minors from obtaining alcoholic beverages in the first place is a better tactic than trying to track them down after it has been furnished to them.

Some of the specific project objectives from the grant agreement are as follows:

- ❖ To raise public awareness that furnishing alcoholic beverages to individuals under 21 years old is a criminal violation that will be prosecuted by local district attorneys.
- ❖ To conduct a minimum of seven (7) Shoulder Tap operations within the 22 month period ending May 31, 2008.
- ❖ To establish and implement coordinated efforts between Contractor and the Department of Alcoholic Beverage Control.
- ❖ Contractor shall devote 100% of the grant effort on the Shoulder Tap Operations only.

To receive these grant funds, the Department of Alcoholic Beverage Control requires the City Council to adopt a Resolution agreeing to support the grant goals in their entirety. Department of Alcoholic Beverage Control grant funding is based on the federal fiscal year, which begins on October 1 and ends on September 30. The grant agreement provides funds in the amount of \$10,000 that will be utilized over a 22 month period of time (August 1, 2006 through May 31, 2008)

**ALTERNATIVES CONSIDERED:**

None

**FISCAL REVIEW:**

The attached budget adjustment # 07-026 appropriates the total expected grant of \$10,000 to the Police Department's operating budget. The grant period is from August 1, 2006 to May 31, 2008. Any unexpended funds at the end of the City's fiscal year shall be carried over to the following fiscal year until the grant period expires.

**LEGAL REVIEW:**

The City Attorney's Office has reviewed the Grant Agreement and associated documents and has approved it as to form and content.

**CONCLUSION:**

Based upon an analysis of the Grant Agreement and the available benefits to the City offered by the award of the grant, Department staff supports the approval of the above listed recommendation.

  
\_\_\_\_\_  
DAVID MAKIYAMA  
Field Operations

  
\_\_\_\_\_  
STEVEN H. STAVELEY  
Chief of Police

  
\_\_\_\_\_  
MARC R. PUCKETT  
Director of Finance

  
\_\_\_\_\_  
KIMBERLY HALL BARLOW  
City Attorney

DISTRIBUTION: City Manager  
City Attorney  
Finance Director  
City Clerk

ATTACHMENTS: 1 Resolution of the City Council  
2 Budget Adjustment # 07-026  
3 Department of Alcoholic Beverage  
Control Grant Agreement

# BUDGET ADJUSTMENT AUTHORIZATION

<b>Unit</b> CITY	<b>Department</b> Police	<b>Division</b> Field Operations	<b>Serial Number</b> 07-026
<b>Type of Transaction</b> <input checked="" type="checkbox"/> Revenue Estimate <input checked="" type="checkbox"/> Estimate Increase <input type="checkbox"/> Estimate Decrease <input checked="" type="checkbox"/> Source <input type="checkbox"/> From Existing Budget Appropriations <input checked="" type="checkbox"/> From Donations, Fees, or Grants <input type="checkbox"/> From Unappropriated Fund Balance		<b>Reason for Request:</b> To increase revenue and appropriate California Department of Alcoholic Beverage Control grant funds for the "Shoulder Tap Program" as recommended to Council at their October 17, 2006 meeting.	
<input checked="" type="checkbox"/> Expenditure Appropriation <input type="checkbox"/> Intra-Departmental Transfer <input type="checkbox"/> Inter-Departmental Transfer <input type="checkbox"/> Project-To-Project Transfer <input checked="" type="checkbox"/> Appropriation Increase <input type="checkbox"/> Appropriation Decrease			

Unit	Account	Name	Fund	Organization	Program	Project/Grant	Increase	Decrease
CITY	430299	Other State Grants	101	15300	71001	-	\$10,000	-
CITY	501400	Overtime	101	15300	71001	-	10,000	-
-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-
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**Department Authorization:** \_\_\_\_\_ Date 10/9/06

Department Director

**Budget Verification:**  
 The above information has been reviewed, is complete and accurate, and the appropriations and/or unappropriated funds are sufficient to support the request.  
 Yes  No

\_\_\_\_\_ Date 10-9-06

Budget and Research Officer

**Recommendation:**  Approval  Disapproval

**Reasons For Disapproval:** \_\_\_\_\_ Date 10-9-06

Director of Finance

**City Manager Action:**  
 Approved  Disapproved  Not Required

City Manager \_\_\_\_\_ Date \_\_\_\_\_

**City Council Action:**  
 Approved  Disapproved  Not Required

\_\_\_\_\_ Date \_\_\_\_\_

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COSTA MESA, CALIFORNIA, AUTHORIZING APPLICATION FOR, AND ACCEPTANCE OF, A GRANT AWARD FROM THE CALIFORNIA DEPARTMENT OF ALCOHOLIC BEVERAGE CONTROL FOR THE "SHOULDER TAP PROGRAM."

THE CITY COUNCIL OF THE CITY OF COSTA MESA DOES HEREBY RESOLVE AS FOLLOWS:

WHEREAS, the State of California, has made funds available through the Department of Alcoholic Beverage Control for the "Shoulder Tap Program", as set forth in the Grant Agreement; and

WHEREAS, the City of Costa Mesa supports the grant goals and wishes to participate in the "Shoulder Tap Program" and

WHEREAS, the City of Costa Mesa has been awarded \$10,000 in California Alcoholic Beverage Control funds for the period of August 1, 2006 through May 31, 2008; and

NOW, THEREFORE, BE IT RESOLVED that, the City Council of Costa Mesa hereby approves the application for and acceptance of a grant from the California Department of Alcoholic Beverage Control and the City Manager or his designee is hereby authorized to implement this authorization.

PASSED AND ADOPTED this 17<sup>th</sup> day of October, 2006.

ATTEST:

\_\_\_\_\_  
City Clerk of the City of Costa Mesa

\_\_\_\_\_  
Mayor of the City of Costa Mesa

APPROVED AS TO FORM

\_\_\_\_\_  
City Attorney

STATE OF CALIFORNIA)  
COUNTY OF ORANGE ) ss  
CITY OF COSTA MESA )

I, JULIE FOLCIK, City Clerk and ex-officio Clerk of the City Council of the City of Costa Mesa, hereby certify that the above and foregoing Resolution No. \_\_\_\_\_ was duly and regularly passed and adopted by the said City Council at a regular meeting thereof held on the 17<sup>th</sup> day of October, 2006, by the following roll call vote:

AYES:

NOES:

ABSENT:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the City of Costa Mesa this 17<sup>th</sup> day of October, 2006.

\_\_\_\_\_  
City Clerk and ex-officio Clerk of  
the City Council of the City of Costa Mesa

STATE OF CALIFORNIA  
**STANDARD AGREEMENT**  
STD 213 (Rev 6/03)

AGREEMENT NUMBER  
**06ST-05**  
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 Costa Mesa through the Cosata Mesa Police Department**
2. The term of this Agreement is: **August 1, 2006 through May 31, 2008**
3. The maximum amount of this Agreement is: **\$ 10,000.00**  
Agreement after this amendment is:
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/Project Narrative	1 page
Exhibit B - Budget Estimate	1 page
Exhibit C - General Terms and Conditions	GTC 306*
Exhibit D - Payment Provisions	2 pages
Exhibit E - Special Terms and Conditions	3 pages

*Items shown with an Asterisk (\*) are hereby incorporated by reference and made part of this agreement as if attached hereto.  
These documents can be view at [www.documents.dgs.ca.gov/GTC-306doc](http://www.documents.dgs.ca.gov/GTC-306doc)*

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

**CONTRACTOR**

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

**City of Costa Mesa through the Costa Mesa Police Department**

BY (Authorized Signature)

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

**PO Box 1200, Costa Mesa, CA 92628**

**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

**Dennis J. Clear, Assistant Director, Administration**

ADDRESS

**3927 Lennane Drive, Suite 100, Sacramento, CA 95834**

**CALIFORNIA**  
Department of General Services  
Use Only

Exempt per **GC14616**

### **SCOPE OF WORK**

Contract agrees to implement the Department of Alcoholic Beverage Control (ABC) and the Federal Office of Juvenile Justice Delinquency and Prevention's (OJJDP) Shoulder Tap Program that targets individuals who furnish alcoholic beverages to 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 enforcement intervention and the impressions of omnipresence of law enforcement. In addition, Contractors agrees to the following goals:

- Contractor agrees to raise public awareness that furnishing alcoholic beverages to individuals under twenty-one years old is a criminal violation that will be prosecuted by local city and district attorneys.
- Contractor agrees to conduct a minimum of seven Shoulder Tap Operations within the twenty-two month period.
- To establish and implement a coordinated efforts between Contractor and ABC.
- Contractor shall devote 100% of its effort on the Shoulder Tap Operations only.

Los Angeles P.D.

BUDGET ESTIMATE

EXHIBIT B

BUDGET CATEGORY AND LINE ITEM DETAIL	COST
<b>A. Personnel Salaries – Straight Time</b>	(Round all budget amounts to nearest dollar)
Explorers	\$ 100.00
<b>TOTAL PERSONNEL SERVICES – STRAIGHT TIME</b>	
<b>B. Personnel Salaries - Overtime</b>	\$ 100.00
(1) Corporal @ \$63.00 x 55 Hours (1) Senior Officer @ \$60.00 x 55 Hours (1) Police Officer @ \$57.00 x 55 Hours	\$ 3,465.00 \$ 3,300.00 \$ 3,135.00
<b>TOTAL PERSONNEL SERVICES – OVERTIME</b>	
<b>C. Personnel Benefits (Maximum: 30%)</b>	\$ 9,900.00
<b>TOTAL PERSONNEL BENEFITS</b>	
<b>D. EQUIPMENT (Maximum: \$1,000.)</b>	
<b>TOTAL EQUIPMENT (Maximum: \$1,000)</b>	
<b>E. TRAVEL (Maximum: \$1,000.)</b>	
<b>TOTAL TRAVEL (Maximum: \$1,000)</b>	
<b>TOTAL BUDGET ESTIMATE, ALL CATEGORIES</b>	\$ 10,000.00

PAYMENT PROVISIONS

1. Contractor recognizes that funding for the Minor Decoy Program is contingent on the Department of Alcoholic Beverage Control receiving funding from the Office of Juvenile Justice Delinquency and Prevention (Grant #2006AHFX0053).
2. Payment of approval reimbursable costs (per Budget Details attached) shall be in arrears and Made via the State Controller's Office. Invoices shall be submitted in triplicate on a quarterly 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. Payment will be in arrears based on acceptance of Contractors 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 2100-001-3036, Budget Act Statutes of 2004.
3. Contractor understands in order to be eligible for reimbursement; costs incurred and claimed must meet the following criteria:
  - a. Be necessary and reasonable for proper implementation of the project.
  - b. Not result in a profit or other increment to contracting agency
  - c. Be incurred on or after the effective date of the project and on or before the project termination date.
4. The Contractor will be reimbursed for costs incurred in the performance hereof as are allowable under the provisions of Part I-15 of the Federal Procurement Regulations.
  - a. Contractor shall be reimbursed quarterly in arrears. Contractors shall submit invoices in triplicate and addressed to the Grant Director.
  - b. Contractors shall not be permitted to subcontract any portion of this contract.
5. Revisions to the "Scope of Work" and the "Budget Detail" may be requested by a change request letter submitted by the Contract. If approved by the State, the revised Scope of Work and / or Budget Detail supersede and replace the previous documents bearing those names. A contract amendment will be required to implement any such change with the exception that changes in a budget line item of expense not to exceed five (5%) of the line item may be authorized requiring a contract amendment if the total amount of the contract remains unchanged.

6. Contract agrees to refund to the State any amount claimed for reimbursement and paid to Contractor which are later disallowed by the State after audit or inspection of records maintained by the Contractor.
7. 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 the Contractor in the performance of this agreement are the sole responsibility of Contractor.
8. The Department of Alcoholic Beverage Control may delete for Contractor's invoice any amount claimed by Contractor if the Department determines the expense to be inappropriate or excessive or violates any other provisions of this agreement.
9. 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 expiration of this contract unless the State otherwise directs.
10. 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 the State of California shall be authorized. No travel shall be authorized outside the legal jurisdiction of Contractor without prior authorization by the State.
11. It is understood between the parties that this contract may have been written before ascertaining the availability of appropriation of funds, for the mutual benefits of both parties, in order to avoid program and fiscal delays that would occur if the contracts were executed after that determination was made.

SPECIAL TERMS AND CONDITIONS

1. Quarterly Performance Reports and Reimbursement Claims must be submitted by the Project Director to the ABC Project Director Kathleen Lenihan by January 15, 2007 (five months), April 15, 2007, July 15, 2007, October 15, 2007, January 15, 2008, June 15, 2008 (five months), during project operations.
2. Contractor shall provide a final Executive Summary to ABC thirty days after termination of the contract.
3. Final payment shall be released to the Contractor, upon the satisfactory completion of the terms and conditions of the contract and acceptance of the Contractor's final reports have been received by The Department of Alcoholic Beverage Control and the Office of Juvenile Justice Delinquency and Prevention.
  - a. Contractor shall not be authorized to copyright the final report, any report, forms, or other material which is part of the work under the Contract, without prior written approval from the Department of Alcoholic Beverage Control and the Office of Juvenile Justice Delinquency and Prevention.
  - b. All reports published by the Contractor shall contain the following statement on the credit sheet: "the opinions, findings and conclusions expressed in this publication are those of the authors and not necessarily those of the Office of Juvenile Justice Delinquency and Prevention, Alcoholic Beverage Control, the National Highway Traffic Safety Administration, or the Federal Highway Administration.
4. If, during the terms of the grant award, federal funds become reduced or eliminated, ABC may immediately terminate or reduce the grant award upon written notice to the Project Director.
5. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the parties.
6. Any dispute concerning a question of fact arising under the 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 therefore 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 or his duly authorized representative for a 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 processing 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.

7. 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.
8. Both written and oral releases are considered to be within the context of publication. However, there is no intention to limit discussions of the study with small technical groups or lectures to employees or students. Lectures to other groups which describe the project but disclose neither data nor results are permissible without advance approval.
9. All reports shall contain the following credit line: "In cooperation with the State of California, Business, Transportation and Housing Agency, Office of Juvenile Justice Delinquency and Prevention, and U.S. Department of Justice. Office of Juvenile Justice Delinquency and Prevention, U.S. Department of Justice, and the Department of Alcoholic Beverage Control, may review and inspect the Contractor's activities during the Progress of the program."
10. Contractor agrees to maintain all records and other evidence pertaining to costs incurred and work performed hereunder, and shall make them available at the Contractors California office during the contract period and thereafter for a period of three years from the date of receipt of final payment of federal funds.
11. All data, maps photographs, and other material collected or prepared under the Contract shall become the joint property of the Department of Alcoholic Beverage Control and Office of Juvenile Justice Delinquency and Prevention.
12. The Contractor warrants they have not employed or retained any company or persons, other than a bona fide employee working solely for their agency, or paid any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, the State shall have the right

to annul this contract without liability or, in its discretion to deduct from the Contract price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

13. Contractor agrees to make available to the California State Auditor any books, Records, documents, and other evidence pertaining to reimbursable costs, and any matching costs and expenses, and hold them available for audit and inspection by the State for a period of three years after the final payment of this contract. Contractor agrees to make available to the Department of Alcoholic Beverage Control or any State audit entity these same materials pertaining to the performance of this contract at any time during the term of this contract up to a period of three years after the final payment of this contract.
14. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid unless made in writing, signed by the parties hereto, and approved by all necessary parties.
15. The Contract will permit access to books, records, and accounts by the State, the Federal Highway Administration and / or the Office of Juvenile Justice Delinquency and Prevention for purpose of investigation to ascertain compliance with the Nondiscrimination Clause.
16. In the event, the Contractor's noncompliance with the nondiscrimination clause of this contract, this contract may be canceled, terminated, or suspended in whole or in part.

**BUDGET ESTIMATE**

**EXHIBIT B**

BUDGET CATEGORY AND LINE ITEM DETAIL	COST
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<b>TOTAL EQUIPMENT (Maximum: \$1,000)</b>	
<b>E. TRAVEL (Maximum: \$1,000.)</b>	
<b>TOTAL TRAVEL (Maximum: \$1,000)</b>	
<b>TOTAL BUDGET ESTIMATE, ALL CATEGORIES</b>	
	<b>\$ 10,000.00</b>