

AGREEMENT NUMBER  
**09G-LA09**

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 Costa Mesa Police Department**
2. The term of this Agreement is: **July 1, 2009, through June 30, 2010**
3. The maximum amount \$ **56,388.00** of this Agreement 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	4 pages
Exhibit B - Budget Estimate	1 page
Exhibit C - General Terms and Conditions	GTC 307*
Exhibit D - Payment Provisions	2 pages
Exhibit E - Special Terms and Conditions	1 page

*Items shown with an Asterisk (\*) are hereby incorporated by reference and made part of this agreement as if attached hereto.  
 These documents can be viewed at [www.documents.dgs.ca.gov/ols/GTC-307.doc](http://www.documents.dgs.ca.gov/ols/GTC-307.doc)*

**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)

*6-4-09*

PRINTED NAME AND TITLE OF PERSON SIGNING

**Christopher Shawkey, Chief**

ADDRESS

**99 Fair Drive  
 Costa Mesa, CA 92626**

**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

**Ed Jimenez, Assistant Director, Administration**

ADDRESS

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

**California Department of General  
 Services Use Only**

Exempt per

## PROJECT NARRATIVE

### Summary

#### *Agency Description:*

The Costa Mesa Police Department is headed by Chief Christopher Shawkey. Under Chief Shawkey's leadership, the Department has adopted a commitment to Community Oriented Policing and Problem Solving (C.O.P.P.S.). This approach is supported by a Department wide software tracking system which houses quality-of-life issues and impacting nuisances.

The Police Department consists of 162 sworn officers, 62 of which are assigned to the uniformed Patrol division. The patrol division is augmented by the Traffic Safety Bureau, Detective Bureau, Special Enforcement Detail (S.E.D), Gang Suppression Unit, South Coast Plaza Detail, and four school resource officers. Due to budgetary issues, the Department temporarily disbanded the Narcotics Unit. To offset staffing shortages, the narcotics officers were reassigned to the Patrol division, S.E.D., and the Detective Bureau.

The Costa Mesa Police Department has earned a positive reputation by practicing teamwork, both internally and externally. These positive relationships have provided a foundation for a united approach in dealing with problems associated with our 363 A.B.C. licensed establishments. In addition, our vehicle volume in the city typically averages between 250,000-300,000 vehicles per day. Police personnel have fostered effective partnerships with city code enforcement, transportation services, and the fire department to name a few. Externally, the Department has participated in joint ventures and grant funded operations throughout Orange County. For example the Department is currently working an Office of Traffic Safety DUI Enforcement and Awareness grant and participates in the Orange County "Avoid the 28" program.

In addition, the Department has worked closely with A.B.C., the Alcohol and Drug Education and Prevention Team (A.D.E.P.T.), and members of the community. The Department is also participating with the Safer California Universities Project. This project is a collaborative effort aimed at reducing DUI, public drunkenness, and other alcohol related problems amongst college students.

#### *Funding Requested:*

The Costa Mesa Police Department is requesting Grant Assistance Program (G.A.P.) funding in the amount of \$52,488. The grant funds would be used to continue supporting the strong partnership between A.B.C. and the Costa Mesa Police Department.

Specifically, the grant funds would be used to provide officer training and a multitude of proven A.B.C. programs and operations. This proposal outlines our strategy, goals, and objectives for the grant.

***Goals and Objectives:***

Under "Project Description" the proposal outlines the goals and objectives that are to be carried out during fiscal year 2009/2010. This grant proposal details 14 specific objectives in support of achieving five significant goals.

The goals are as follows:

- 25% minimum reduction in calls for service at "problematic" establishments.
- Continued retest until 100% compliance is achieved during minor decoy operations.
- 50% reduction of complaints regarding minors attempting to purchase alcoholic beverages.
- Decrease illegal "shoulder tap" sales by 30% and 100% compliance with administrative requirements from Informed Merchants Preventing Alcohol-Related Crime Tendencies (I.M.P.A.C.T.)
- Inspections of all licensed premises in the city of Costa Mesa.

**Problem Statement**

The City of Costa Mesa encompasses a total of 16 square miles with a population of approximately 113,440. In 2008, officers responded to 436 calls for service specific to public intoxication. We believe many of these calls could be eliminated through a combination of education, deterrence, increased enforcement of laws pertaining to A.B.C. licensed establishments, and an expanded public awareness campaign. Problematic A.B.C. licensed establishments have been identified as Club Sutra, Chronic Cantina, and the Hookah Lounge.

The Police Department's total number of DUI arrests per year provides evidence which points directly to the city's alcohol issues. Each year, the Police Department is among the top agencies in Orange County DUI arrests. Now that we have a dedicated grant to focus on DUI enforcement and education, it's time to focus on the core of the problem. Consistent with California averages, we have seen an increase in stops and arrests of drivers under age 21 for consuming alcohol or DUI.

Enforcement of underage drinking was the primary focus of the Department's last A.B.C. grant. Since the completion of that grant in 2008, patrol supervision has conducted a small number of operations.

Due to limited resources and training, it has been difficult for our personnel to address the problem in a comprehensive manner. This grant would remedy the lack of proactive interaction between retailers and officers in several areas. These areas include training and education of administrative requirements, responsibility of concerned premises, and criminal sanctions for failure to comply with Business & Professions Codes dealing with minors in possession of alcohol.

The Police Department has had recent concerns regarding minors observed in possession of alcohol, drinking in establishments, and transients loitering outside liquor stores. In addition, the Department is concerned about shoulder tap sales and drinking in public. By the end of the grant project, all personnel will have a comprehensive understanding of A.B.C. enforcement concerns, strategies, and statutes.

### Project Description

The Police Department plans to employ a combination of educational programs and proactive enforcement. In this effective and strategic approach, the goal is to eliminate crime and nuisance problems associated with local problematic licensed establishments.

The proposed plan would raise the retailers' level of compliance significantly and improve the quality of police service to the community as a whole. In support of the Department's project goals, personnel will accomplish the following objectives in the grant period:

1. Identify problematic A.B.C. licensed establishments in the city with input from officers, A.B.C. investigators, local government officials, and the community.
2. Target problematic A.B.C. licensed establishments such as; Sutra, Chronic Cantina, and Hookah Lounge. The objective is to ensure that these establishments comply with the conditions of A.B.C. licensing, local and state ordinances, and to reduce calls for service that can be attributed to these locations by 25-30%.
3. Conduct at least 15 enforcement operations targeting A.B.C. licensed premises.
4. Increase communication and involvement with local community groups and citizen action committees by meeting with them at least 3 times.
5. Conduct at least 12 minor decoy operations to include compliance testing at off-sale establishments in the city. An emphasis will be placed on the retailers which committed minor decoy violations within the past 3 years. Conduct follow-up minor decoy operations to re-test any locations found in violation of 25658(a) B&P during initial operations (measuring the change in compliance).

6. Conduct at least 12 "Shoulder Tap" operations.
7. Conduct at least 5 "Cops in Shops" operations.
8. Provide ongoing roll call training on alcohol-related issues for all sworn personnel on a monthly basis commencing with the grant kickoff.
9. Coordinate and conduct 15 I.M.P.A.C.T. (Informed Merchants Preventing Alcohol Related Crime Tendencies) operations.
10. Schedule and conduct 2 LEAD (Licensee Education on Alcohol and Drugs) classes.
11. Perform "Drunk Decoy" operations in specific on and off-sale locations. Within three months of any noted violations follow-up operations shall be performed until 100% compliance is achieved.
12. Issue at least 7 press releases regarding the grant and/or the activities conducted under the grant. This will help raise community awareness and publicize accomplishments under this project.

Each operation will serve both as an enforcement tool and a training tool. The final grant report will show a comparative analysis between training licenses (and their employees) and the correlation to the expected reduction in violations. The Department anticipates the quantity of violations will be significantly reduced by the fourth quarter of the grant program.

### Project Personnel

Captain Ron Smith of the Support Services Division and Lieutenant Marty Carver will have direct command of the project. Sergeant Rob Sharpnack will be responsible for managing and conducting administrative duties for the project. Special assignment teams will consist of 1 supervisor and 3 officers. The teams will assume the lead investigative role in conducting "stings", bar checks, "Shoulder-Tap" operations, site inspections, surveillance, and other enforcement efforts. Personnel working these operations will be on an overtime basis.

Exhibit B

BUDGET ESTIMATE

BUDGET CATEGORY AND LINE-ITEM DETAIL	COST
A. Personnel Services (straight time salaries, overtime, and benefits)	(Round budget amounts to nearest dollar)
A.1 Straight Time	
A.2 Overtime (1) Top step Sergeant @ \$83.69/hr x 175 hours	\$14,646.00
(3) Sr. Officer @ \$72.08/hr x 175 hours	\$37,842.00
A.3 Benefits	
<b>TOTAL PERSONNEL SERVICES</b>	\$52,488.00
B. Operating Expenses (maximum \$2,500)	
<b>TOTAL OPERATING EXPENSES</b>	
C. Equipment (maximum \$2,500)	
(Attach receipts for all equipment purchases to monthly billing invoice)	
<b>TOTAL EQUIPMENT</b>	
D. Travel Expense/Registration Fees (maximum \$3,000)	
(Registration fee for July 2009 GAP Conference attendees is \$200 each)	
Registration fees for (2) GAP Conference attendees	\$400
Travel, per diem, and lodging for the July GAP Conference	\$3,500
<b>TOTAL TRAVEL EXPENSE</b>	\$3,900
<b>TOTAL BUDGET ESTIMATE, ALL CATEGORIES</b>	\$56,388.00

## Payment Provisions

1. **INVOICING AND PAYMENT:** Payments of approved reimbursable costs (per Budget Estimate attached) shall be in arrears and made via the State Controller's Office. Invoices shall be submitted in duplicate on a **monthly basis** in a format specified by the State. Failure to submit invoices and reports in the required format shall relieve the State from obligation of payment. Payments will be in arrears, within 30 days of Department acceptance of Contractor performance, pursuant to this agreement or receipt of an undisputed invoice, whichever occurs last. Nothing contained herein shall prohibit advance payments as authorized by Item 2100-101-3036, Budget Act Statutes of 2009.
2. Revisions to the "Project Narrative" and the "Budget Estimate" may be requested by a change request letter submitted by the Contractor. If approved by the State, the revised Grant Assistance Program Narrative and/or Budget Estimate supersede and replace the previous documents bearing those names. A contract amendment will be required to implement any such changes with the exception that changes in a budget line item of expense not to exceed five percent (5%) of the line item may be authorized without requiring a contract amendment if the total amount of the contract remains unchanged.
3. Contractor agrees to refund to the State any amounts claimed for reimbursement and paid to Contractor which are later disallowed by the State after audit or inspection of records maintained by the Contractor.
4. Only the costs displayed in the "Budget Estimate" are authorized for reimbursement by the State to Contractor under this agreement. Any other costs incurred by Contractor in the performance of this agreement are the sole responsibility of Contractor.
5. Title shall be reserved to the State for any State-furnished or State-financed property authorized by the State which is not fully consumed in the performance of this agreement. Contractor is responsible for the care, maintenance, repair, and protection of any such property. Inventory records shall be maintained by Contractor and submitted to the State upon request. All such property shall be returned to the State upon the expiration of this contract unless the State otherwise directs.
6. If travel is a reimbursable item, the reimbursement for necessary traveling expenses and per diem shall be at rates set in accordance with Department of Personnel Administration rates set for comparable classes of State employees. No travel outside of the State of California shall be authorized. No travel shall be authorized outside of the legal jurisdiction of Contractor without prior authorization by the State.

## Exhibit D

7. Prior authorization by the State in writing is required before Contractor will be reimbursed for any purchase order or subcontract exceeding \$2,500 for any articles, supplies, equipment, or services to be purchased by Contractor and claimed for reimbursement. Contractor must justify the necessity for the purchase and the reasonableness of the price or cost by submitting three competitive quotations or justifying the absence of bidding.
8. Prior approval by the State in writing is required for the location, costs, dates, agenda, instructors, instructional materials, and attendees at any reimbursable training seminar, workshop or conference, and over any reimbursable publicity or educational materials to be made available for distribution. Contractor is required to acknowledge the support of the State whenever publicizing the work under the contract in any media.
9. It is understood between the parties that this contract may have been written before ascertaining the availability of appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the contracts were executed after that determination was made.
10. BUDGET CONTINGENCY CLAUSE - It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.

If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

### Special Terms and Conditions

1. Disputes: Any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the Director, Department of Alcoholic Beverage Control, or designee, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the Department shall be final and conclusive unless, within 30 days from the date of receipt of such copy, the Contractor mails or otherwise furnishes to the State a written appeal addressed to the Director, Department of Alcoholic Beverage Control. The decision of the Director of Alcoholic Beverage Control or his duly authorized representative for the determination of such appeals shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. In connection with any appeal proceeding under this clause, the contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, Contractor shall proceed diligently with the performance of the contract and in accordance with the decision of the State.
2. Termination Without Cause: Either party may terminate this agreement at any time for any reason upon ten (10) days written notice. No penalty shall accrue to either party because of contract termination.
3. Contract Validity: This contract is valid and enforceable only if approved by the Office of Legal Services, State Department of General Services, if required, and if adequate funds are appropriated in Item 2100-101-3036, Budget Act of 2009, for the purposes of this program.
4. Contractor Certifications: By signing this agreement, Contractor certifies compliance with the provisions of CCC 307, Standard Contractor Certification Clauses. This document may be viewed at: [www.dgs.ca.gov/contracts](http://www.dgs.ca.gov/contracts).
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.