



DATE: September 12, 2007

TO: Honorable Mayor and City Councilmembers

FROM: Police Department

SUBJECT: **ADOPTION OF A RESOLUTION ACCEPTING \$60,000 IN GRANT FUNDS FROM THE DEPARTMENT OF ALCOHOLIC BEVERAGE CONTROL (ABC) TO REDUCE YOUTH ACCESS TO ALCOHOL.**

SYNOPSIS

Staff recommends that the City Council adopt a resolution accepting \$60,000 in grant funds from the State of California ABC Grant awarded to the City of Oceanside to reduce youth access to alcohol, and approval to transfer these funds to the Police Department.

BACKGROUND

The State of California awarded grant funds to the City of Oceanside to support efforts in reducing youth access to alcohol. The funds can be used for police training, related equipment, or enforcement activities related to reducing youth access to alcohol. The Police Department obtained these monies from funds made available through the Grant Assistance Program (GAP) administered by the ABC.

ANALYSIS

The grant funds will be used to implement enforcement activities, purchase training equipment to support current strategies directed towards reducing youth access to alcohol, and to provide educational information to ABC licensees within the City of Oceanside. Adoption of a resolution by the City Council accepting the grant funds is necessary for the funds to be spent.

FISCAL IMPACT

The grant funds do not require any matching funds from the City. Adoption of a resolution to accept the grant funds will not impact the General Fund.

COMMISSION OR COMMITTEE REPORT

The Police and Fire Commission reviewed this matter at its regular monthly meeting on August 16, 2007, and recommended City Council approval of staff recommendations.

CITY ATTORNEY'S ANALYSIS

The referenced documents have been reviewed by the City Attorney and approved as to form.

RECOMMENDATION

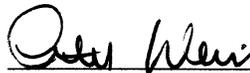
Staff recommends that the City Council adopt a resolution accepting \$60,000 in grant funds from the State of California ABC Grant awarded to the City of Oceanside to reduce youth access to alcohol, and approval to transfer these funds to the Police Department.

PREPARED BY:

SUBMITTED BY:



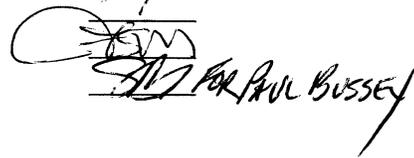
Lt. Joseph Young, Special Enforcement
Police Department



Peter A. Weiss
Interim City Manager

REVIEWED BY:

Michelle Skaggs Lawrence, Deputy City Manager
Frank McCoy, Chief of Police
Paul Bussey, Interim Financial Services Director



EXHIBITS/ATTACHMENTS

Attachment A - Resolution

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OCEANSIDE ACCEPTING GRANT FUNDS FROM THE STATE DEPARTMENT OF ALCOHOLIC BEVERAGE CONTROL TO SUPPORT PROGRAMS OF THE OCEANSIDE POLICE DEPARTMENT TO REDUCE YOUTH ACCESS TO ALCOHOL.

WHEREAS, the use of alcohol by underage youth is recognized as a continuing problem throughout the nation by the White House Office of National Drug Control Policy;

WHEREAS, the use of alcohol by underage youth poses a danger to their health, safety and well-being;

WHEREAS, reducing youth access to alcohol is a primary means by which to reduce the use of these harmful substances;

WHEREAS, the City of Oceanside has collaborated with local non-profit health and social service agencies in programs to reduce youth access to alcohol; particularly through the North Coastal Prevention Coalition and Tri-City Prevention Project;

WHEREAS, the State Department of Alcoholic Beverage Control has awarded funds to the City of Oceanside for programs of the Oceanside Police Department to reduce access to and use of alcohol by underage youth;

NOW, THEREFORE, the City Council of the City of Oceanside does resolve as follows:

SECTION 1. The City Council supports and encourages the Oceanside Police Department and State Department of Alcoholic Beverage Control in programs that reduce youth access to alcohol and that train merchants holding licenses to sell alcoholic beverages in responsible beverage sales and service.

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1 SECTION 2. Police Chief Frank S. McCoy is authorized to sign and execute the Grant
2 Agreement with the State Department of Alcoholic Beverage Control and any other documents
3 necessary to implement programs under the Agreement to reduce youth access to alcohol, and
4 to enforce regulations of the Department of Alcoholic Beverage Control related to the sales and
5 service of alcohol by licensees.

6 PASSED AND ADOPTED by the City Council of the City of Oceanside, California,
7 this _____ day of _____, 2007 by the following vote:

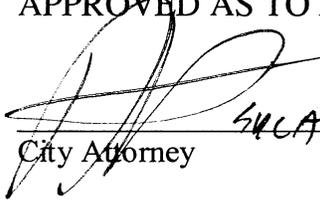
- 8 AYES:
9 NAYS:
10 ABSENT:
11 ABSTAIN:
12

13
14 _____
15 Mayor Of The City Of Oceanside

16 ATTEST:

17 APPROVED AS TO FORM:

18 _____
19 City Clerk

20 
21 _____
22 City Attorney

AGREEMENT NUMBER

07G-LA21

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 Oceanside through the Oceanside Police Department

2. The term of this Agreement is: **July 1, 2007, through June 30, 2008**

3. The maximum amount \$ **60,000.00**
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	1page
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-307doc*

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 Oceanside through the Oceanside Police Department

BY (Authorized Signature)

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Frank McCoy, Chief of Police

ADDRESS

**3855 Mission Avenue
Oceanside, CA 92056**

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

Summary

Agency Description: The City of Oceanside, the third largest city in San Diego County, has a population of 183,617; 42 square miles; and 265 total ABC licenses. The police department, with 203 sworn officers and 106 civilians, has a ratio of 1.1 officers per 1,000 residents and \$239.00 per capita law enforcement expenditure. The Oceanside Police Department's Vice Unit includes one lieutenant, one sergeant, two detectives and civilian employee. The Oceanside Police Department's commitment to community policing and problem solving is illustrated by its long history of partnership with businesses, other governmental agencies, residents and The Department of Alcoholic Beverage Control.

Funding Requested: \$60,000.00

Goals and Objectives: The project goals will provide continuing education to patrol officers on ABC laws, identify and target problematic ABC licensed establishments, conduct a specific number of IMPACT inspections, conduct a specific number of "shoulder tap" and minor decoy operations, and develop a multi-agency task force concept involving ABC, code enforcement, fire protection and our police department.

Problem Statement

Oceanside is home to several high-risk sub-populations: the largest military installation (Camp Pendleton) on the West Coast with approximately 35,000 active duty personnel, with a significant number being males under the age of 25, one community college with over 10,000 students, a large unregulated migrant and homeless population. Oceanside's growth is outpacing the city's ability to provide full services to the public, especially in the area of alcohol related educational intervention and enforcement. Although efforts are underway to increase the number of officers, and address the demand for police services, current available resources do not meet the needs of the community.

Of the 265 ABC licenses within the city limits, there are 103 off-sale licenses and 162 on-sale licenses. In 2006, Oceanside recorded the following alcohol-related offenses:

▪ Drunk in public	1,353
▪ Driving under the influence	1,113
▪ Open containers	737
▪ Minors possessing alcohol	51
▪ Furnish alcohol to a minor	20

Some of the challenges facing the Oceanside Police Department in addressing alcohol related crimes include:

(A) On 12-20-06, an officer involved shooting occurred within a residential neighborhood and the officer was fatally wounded. Once at the crime scene, it was discovered that the teenage suspects involved had been drinking alcoholic beverages prior to the crime. (B) The police department is constrained by staffing with only two vice detectives who are responsible for education and enforcement of all alcohol related activities, while still handling additional vice operations in related areas. (C) The City of Oceanside is held within 42 square miles and there are 51 ABC licenses within a four-mile radius of the downtown area and the beach. This area is densely populated and home to a movie theatre and several businesses frequented by people between the ages of 16 and 24 years old. This creates an atmosphere where third party transactions become a regular occurrence and the potential for crime dramatically increases. (D) Oceanside is a beach and vacation community and attracts tourists from around the country, particularly teenagers and young adults who come to relax and engage in a “party atmosphere.” (E) Business owners and their service employees are ignorant of current laws related to alcohol sales, possession and/or customers consumption and lack the ability to recognize obviously intoxicated customers who then drive under the influence, become victims of crimes and/or participate in alcohol related crimes. (F) Due to alcohol consumption and obvious intoxication, especially in the migrant population, we have seen numerous crimes committed in and around ABC licensed establishments and parking lots. (G) There is a significant undocumented immigrant population and an increasing number of businesses catering to their needs. There has been a steady increase in alcohol related

crimes involving these individuals, such as public drunkenness, street robberies and serious assaults including homicide.

Project Description

Objective #1: To educate patrol officers on ABC laws and the enforcement of those laws. Enhance data collection and entry into our database of all premises in the city.

Strategy: The Oceanside Police Department utilizes a database created for tracking alcohol related issues involving ABC regulated establishments within the city. Through the city intranet, the database has been made available to patrol officers, code enforcement officers and fire department personnel. By conducting training sessions familiarizing employees of the database and its benefits, not only will information be disseminated in a timely manner, but hopefully this will create a better exchange of information between multi-disciplinary members and lead to quicker solutions to concerns with troublesome premises. We will provide four (4) training sessions for officers on ABC law, various enforcement strategies, specifics of the TRACE program, and licensing inspections.

Objective #2: To conduct operations enforcing applicable laws, and to educate and bring into compliance off-sale and on-sale ABC licensed premises and their employees.

Strategy: With the assistance of ABC investigators, we will conduct 100 IMPACT (Informed Merchants Preventing Alcohol Crime Related Tendencies) inspections. These inspections will ensure compliance with all license conditions, laws and local ordinances, discuss potential problems and work with merchants to correct violations.

Strategy: We will conduct eight (8) Minor decoy/Shoulder tap operations citywide with assistance from ABC investigators. Volunteers (aka decoys), under the age of 20, will either enter retail establishments and attempt to purchase alcohol during minor decoy operations, or solicit adults outside ABC licensed stores to purchase the alcohol for the decoy during shoulder tap operations. For those employees from the business who sell to the decoy, enforcement and education will be immediate for failure to check proper identification and/or sale of alcohol to the minor. For those who purchase alcohol for the decoy, they will be arrested and issued a citation to appear in court for furnishing alcohol

to a minor. Both types of operations will be conducted under the direct observation of law enforcement officers.

Strategy: We will conduct two (2) LEAD (License Education on Alcohol and Drugs) training sessions.; We will facilitate two LEAD sessions during the grant year in cooperation with ABC, and/or the Oceanside Police Department training division. for owners, managers and employees of businesses. We will require 100% compliance from all businesses.

Objective #3: To create a task force to identify and conduct investigations into four (4) problematic ABC licensed establishments.

Strategy: Individuals from OPD's Vice Unit, Code Enforcement, ABC, Fire safety officer(s) and the County Health Department will work as a multi-disciplinary team to target and investigate problem premises.

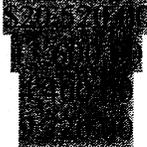
Strategy: We will conduct 10 general undercover operations at ABC licensed locations known for producing high numbers of intoxicated patrons as well as other alcohol and/or drug related crimes.

Strategy: To conduct unannounced inspections with Oceanside Fire Safety and ABC to target business over-crowding and to educate and/or impose sanctions for violations. This is especially important when targeting a business that consistently over-serves its patrons creating an atmosphere of numerous intoxicated subjects. These individuals become prone to violence, thereby causing a depletion of police services who must respond to control unruly crowds, patrons driving under the influence, and/or the investigation of assaults, robberies and/or other alcohol related crimes.

Project Personnel

Two Vice Detectives, one Vice Sergeant and one office specialist will work closely to carry out the proposed objectives. Vice Detective Brent Keys will have day-to-day responsibility for the grant and he will be supported by Special Enforcement Sgt. John Anderson and Sr. Office Specialist Jone McGregor.

BUDGET ESTIMATE

BUDGET CATEGORY AND LINE-ITEM DETAIL	COST
A. Personnel Services (salaries, overtime, and benefits)	(Round budget amounts to nearest dollar)
Oceanside PD Vice Detective Overtime- \$54.00/hr. Oceanside PD Vice Sergeant Overtime- \$68.00/hr. Oceanside Fire Safety Specialist Overtime- \$44.00/hr. Oceanside Police Officer (Steps A-F) Overtime- \$38.00-53.00/hr.	
TOTAL PERSONNEL SERVICES	
B. Operating Expenses (maximum \$2,500)	
Decoy operations, Shoulder Tap Operations and Narcotic Investigations "buy money"	
TOTAL OPERATING EXPENSES	
C. Equipment (maximum \$3,000)	
ADS Eagle 8B digital recorder/transmitter	
TOTAL EQUIPMENT	
D. Travel Expense/Registration Fees (maximum \$3,500)	
Registration for July 2007 GAP Conference - 2 Attendees at \$150 each Registration for January 2008 Conference - 2 Attendees at \$150 each	
TOTAL TRAVEL EXPENSE	
TOTAL BUDGET ESTIMATE, ALL CATEGORIES	

Payment Provisions

1. INVOICING AND PAYMENT: Payments of approved reimbursable costs (per Budget Detail attached) shall be in arrears and made via the State Controller's Office. Invoices shall be submitted in duplicate on a **monthly basis** in a format specified by the State. Failure to submit invoices and reports in the required format shall relieve the State from obligation of payment. Payments will be in arrears, within 30 days of Department acceptance of Contractor performance, pursuant to this agreement or receipt of an undisputed invoice, whichever occurs last. Nothing contained herein shall prohibit advance payments as authorized by Item 2100-101-3036, Budget Act Statutes of 2007.
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 \$3,000 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 2007, 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.
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.