



THE CITY OF
NOVATO
CALIFORNIA

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STAFF REPORT

MEETING

DATE: June 12, 2018

TO: City Council

FROM: Adam McGill, Chief of Police

PRESENTER: Jim Correa, Captain

SUBJECT: **ADOPT RESOLUTION TO ACCEPT A \$30,852 GRANT ASSISTANCE PROGRAM (GAP) FROM THE DEPARTMENT OF ALCOHOLIC BEVERAGE CONTROL (ABC)**

REQUEST

Adopt a resolution accepting a \$30,852 Grant Assistance Program from the Department of Alcoholic Beverage Control (ABC) to allow the Police Department to continue its Minor Alcohol Access Prevention program and authorize the FY 2018/19 budget be revised accordingly.

DISCUSSION

The funds provided by this grant will allow the Department to continue its successful “Minor Alcohol Access Prevention Program” and support the goals of the community’s “Blue Ribbon Coalition Committee”. These programs focus on prevention, education and enforcement of ABC laws, specifically as they relate to minors’ access to alcohol. Objectives include Licensee Education on Alcohol and Drugs (LEADS) classes, Shoulder Tap operations, Minor Decoy operations, merchant outreach via media outlet and Informed Merchants Preventing Alcohol-Related Crime Tendencies (IMPACT) inspections and targeted over-service to potential drivers.

This grant will allow for the following operations to be staffed by police personal, where specific goals and objectives set in the grant will be met and reported to ABC. The following is a list of the different operations and grant goals:

- Conduct two (2) major holiday enforcement operations at problem premises to reduce (OI) obviously intoxicated violations.
- Community outreach to licensed establishments. Encourage attendance at the LEADS/RBS class.
- Schedule two (2) LEADS classes during the grant period.
- Coordinate and conduct four IMPACT operations.
- Conduct four (4) Decoy Operations and four (4) Shoulder Tap Operations.
- Conduct four (4) Place of Last Drink Operations where the focus will be to prevent over service of alcohol to customers and potential drivers.
- Provide training to NPD patrol level staff on basic ABC laws.

- Two personnel to attend the 2018 Grant Assistance Program (GAP) Conference.
- Provide training to patrol officers on basic ABC laws and enforcement tactics.
- Mail LEADS class information to ABC licensed establishments twice a year.
- Coordinate and conduct four (4) IMPACT inspections during the grant period where 25% of licensed premises within our jurisdiction are contacted.
- Issue at least one quarterly press release to Marin County news outlets to ensure greater awareness.
- Meet with Marin County DA on a quarterly basis regarding ABC related cases with the emphasis on prosecution.

This grant will be managed by Patrol Sergeant Chris Andres and each operation will be supervised by him directly or a department designee.

FISCAL IMPACT

There will be no fiscal impact to the City, with the exception of the initial expenditure of the overtime costs to implement the project, given the grant operates on a reimbursement basis. Some police staff time will be required to administer the awarded grant; this staff time is considered part of their normal duties.

ATTACHMENTS

1. Resolution
2. ABC contract letter

CITY COUNCIL OF THE CITY OF NOVATO

RESOLUTION NO. _____

RESOLUTION TO ACCEPT A \$30,852 GRANT ASSISTANCE PROGRAM (GAP) FROM THE DEPARTMENT OF ALCOHOLIC BEVERAGE CONTROL (ABC) AND AUTHORIZE THE POLICE DEPARTMENT TO UTILIZE THE GRANT TO CONTINUE ITS MINOR ALCOHOL ACCESS PREVENTION PROGRAM AND AUTHORIZE THE FY 2018/19 BUDGET BE REVISED ACCORDINGLY

WHEREAS, THE City Council of the City of Novato desires to undertake a certain project designated as the Minor Alcohol Access Prevention program to be funded in part from funds made available through the Grant Assistance Program (GAP) administered by the Department of Alcoholic Beverage Control (hereafter referred to as ABC).

NOW, THEREFORE, BE IT RESOLVED that the City Manager of the City of Novato is authorized to execute on behalf of the City Council of the City of Novato the attached contract, including any extensions or amendments thereof and any subsequent contract with the State in relation thereto.

BE IT FURTHER RESOLVED that any liability arising out of the performance of this contract, including civil court actions for damages, shall be the responsibility of the grant recipient and the authorizing agency. The State of California and ABC disclaim responsibility for any such liability.

BE IT FURTHER RESOLVED that grant funds received hereunder shall not be used to supplant expenditures controlled by this body.

BE IT FURTHER RESOLVED that this award is not subject to local hiring freezes.

* * * * *

I HEREBY CERTIFY that the foregoing is a true copy of the resolution adopted by the City Council of the City of Novato, Marin County, California, at a meeting thereof, held on the 12th day of June, 2018, by the following vote, to wit:

AYES: Councilmembers
 NOES: Councilmembers
 ABSTAIN: Councilmembers
 ABSENT: Councilmembers

City Clerk of the City of Novato

Approved as to form:

City Attorney of the City of Novato

DRAFT

AGREEMENT NUMBER

18G-LA30

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 Novato through the Novato Police Department

2. The term of this Agreement is: **July 1, 2018** through **June 30, 2019**

3. The maximum amount of this Agreement is: **\$ 30,852**

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 4 page(s)

Exhibit B – Budget Detail and Payment Provisions 3 page(s)

Exhibit C* – General Terms and Conditions GTC 04/2017

Check mark one item below as Exhibit D:



Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement)

1 page(s)



Exhibit - D* Special Terms and Conditions

Exhibit E – Additional Provisions

page(s)

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.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx

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 Novato through the Novato Police Department

BY (Authorized Signature)



DATE SIGNED (Do not type)

6-4-18

PRINTED NAME AND TITLE OF PERSON SIGNING

Adam McGill, Chief

ADDRESS

**909 Machin Avenue
Novato, CA 94945**

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

Pattye Nelson, Chief, Business Management Branch

ADDRESS

3927 Lennane Drive, Suite 100, Sacramento CA 95834

**California Department of General
Services Use Only**

☒ Exempt per: **SCM 4.04.(A)(3)**

SCOPE OF WORK

Summary

Agency Description: The City of Novato was incorporated in 1960. The Novato Police Department is divided into an Operations Division and an Administrative Services Division. There are currently 59 sworn police officers, 20.5 civilians, 4 part-time interns and 12 volunteers. The command staff includes a Chief, 2 Captains, 3 Lieutenants, 9 Sergeants and 4 Corporals. Services to the community include Patrol, Investigations, Traffic Unit, Neighborhood Response Team (NRT) and K9. Due to past budget reductions, two School Resource Officers (SRO) positions were eliminated from the department. The SRO positions were vital in providing prevention and education to youth access to alcohol. With the elimination of the SRO positions, and no awarded DOJ JAG grants since 2011; activities supporting youth alcohol prevention and education efforts have shifted to on-duty patrol officers and the Neighborhood Response Team as an auxiliary duty assignment.

The City of Novato is located in northern Marin County, approximately 30 miles north of San Francisco. Novato, covers 28 square miles, with a current population 56,004.

The City of Novato has a total of 181 ABC licensees, including 131 active retail establishments and 50 active non-retail. The Santa Rosa ABC office is used as a resource and has provided support for several of the department's programs and operations in the past. The Novato Police Department was awarded a GAP grant in 2014 and 2017.

Funding Request: The Novato Police Department is requesting \$30,852.00 in GAP funds. The funding will allow targeted prevention, education and enforcement efforts in the community and identified ABC licensed establishments. The majority of these funds will support overtime for the officer/sergeants to conduct alcohol reduction operations, expenses for the GPA conference, and "buy money."

Goals and Objectives: The project goals are to identify problem establishments within the city and work in partnership with the Santa Rosa office of the Alcoholic Beverage Control to provide tools for identifying potential ABC violations. Continuing focused attention on prevention, education and enforcement is a primary goal. An emphasis will be on businesses located in the downtown Novato areas which have been identified as problem locations by police personnel through special enforcement, calls for service and general patrol. This is in addition to providing education to Novato high school students regarding underage drinking and driving under the influence of alcohol.

Number of ABC Licensed Locations: The City of Novato has 181 ABC Licensees, including 131 active retail (78 on-sale and 53 off-sale) and 50 active non-retail.

Problem Statement

The City of Novato is home to 181 licensees. Problem establishments are identified by prior decoy operations, information from community members, feedback from the Blue Ribbon Coalition Committee, officer observations and calls for service. Past enforcement and prevention efforts included: meeting with owners of ABC licensed businesses, directed patrols, decoy operations, increase high visibility foot and vehicle patrols, and enlisted the assistance of ABC Investigators. These efforts were effective, but not a complete success.

Marin County is known for its affluence, Novato being no exception. Binge drinking among Novato youth and young adults is higher than state and national averages. According to a 2016 California Healthy Kids Survey, 51% of Novato 11th graders reported using alcohol in their lifetime and 12% of 11th graders reported binge drinking. According to this same survey, 40% of Novato 11th graders say alcohol is easy to obtain. Some of the underlying community environmental issues that play a contributing role in binge drinking among youth and young adults are the accessibility and availability of alcohol. Alcohol is widely available in Novato, and Marin County, with a high density of liquor outlets.

The Novato Police Department has taken an active role in the Novato Blue Ribbon Coalition, which specifically focuses on access to alcohol and other drugs. The Blue Ribbon Coalition is comprised of school district representatives, community members and youth representation. The Blue Ribbon Coalition supports a healthy environment for the youth of Novato and has identified, through community outreach, retail site visits and youth input, that off-sale retail alcohol theft is a growing problem for merchants and is increasing as the method for youth to access to alcohol.

The Novato Police Department has seen an increase from 2016 to 2017 in total number of juveniles cited for possession of alcohol. This can be attributed to a department that is currently experiencing reduced discretionary time for proactive enforcement because of reduced staffing and an increase in calls for service.

Within a .25-mile radius of the downtown Novato area, there are five bars, two liquor stores and several on-sale restaurants. This highly compacted area with six downtown bars, Finnegan's DeBorba's, Brown's Binyerd, The Viking Bar, Beer Craft, Mantra Wines and Trek Winery, combined to create 72 calls for service during 2017. The Viking Bar and Brown's Binyerd accounted for 60% of these calls for service. These calls for service ranged from intoxicated persons unable to care for themselves, physical fights, suspected narcotic use/sales, driving under the influence and other offenses. The bars and liquor stores attract an increase in foot traffic which contribute to the high call for service volume and violations in area.

The City Council, Marin County Board of Supervisors, Marin Institute, Bay Area Community Resources, Blue Ribbon Coalition and other community groups all work in concert with the Police Department to find solutions to this issue. Education, prevention and targeted enforcement are common themes that the community groups encourage and endorse to combat youth access to alcohol. Local news media outlets publish alcohol related violations involving decoy and shoulder tap operations.

The City of Novato Municipal Code 14-16.3 – Social Host Ordinance was introduced in 1992. When two or more young people under 21 years of age are consuming alcohol at a gathering or party it is a violation of the ordinance. The purpose of the Social Host Ordinance is to provide an education and enforcement tool to the Novato Police Department for underage drinking. In 2017, the Novato Police Department cited 9 hosts for this ordinance. If awarded this grant, NPD will be able to reach more people in the community regarding underage drinking, specifically through education and enforcement.

The County of Marin Division of Alcohol, Drug and Tobacco Programs a partner in alcohol abuse prevention, conducted a "Place of Last Drink" survey of more than 800 people in Marin County's Drinking Driver Program. This latest survey asked the participants to indicate where they had their last drink, prior to being arrested. The survey results revealed that 109 different restaurants and bars were named 590 times in the survey. Of these, 10 establishments accounted for 40.8% of all mentions. Two Novato establishments were on the "top 10" list. Maya Palenque (349 Enfrente Road) was the 3rd most named establishment, and the Viking bar (7377 Redwood Blvd.) was the 6th. The Viking bar is located in the downtown area of Novato, within one block of Mike's Liquors and Brown's Binyerd.

Project Description:

The "Minor Alcohol Access Prevention" program was created in 1996 by the Novato Police Department to encourage responsible behavior regarding alcohol sales, alcohol consumption, and safe driving by the youth of our community. The objective of the program is to enhance our efforts to address Novato's youth alcohol problem by targeting youth access to alcohol year-round, and to assist the Novato Police Department's fulfill its commitment to Zero Tolerance with youth access to alcohol. The Novato Police Department has achieved some success with our efforts and recognize the problem has not been abated. The Novato Police Department believes that the failure to maintain consistent proactive enforcement because of reduced staffing and an increase in calls for service will likely result in a continued increase in alcohol related incidents. Preservation of this program is essential to further eradicate these alcohol problems and will assist us in improving the current education, enforcement and proactive approach. This grant funding will ensure the program continues and will help us meet the goals of the program. Additionally, the legacy of this grant will extend well past the expiration, through operations, education and training.

Goals and Objectives:

- Conduct two major holiday enforcement operations at problem premises to reduce (OI) obviously intoxicated violations. (2) 5 hour operations, (1) Sergeant and (2) Officers.
- Community outreach to licensed establishments. Encourage attendance at the LEADS/RBS class.
- Schedule two (4 hour) LEADS classes during the grant period.
- Coordinate and conduct four (4 hour) IMPACT operations.
- Conduct (4) Decoy Operations and (4) Shoulder Tap Operations. Each operation will be 4 hours. (1) Sergeant and (2) Officers.
- Conduct (4) Place of Last Drink Operations. Each operation will be 4 hours and staffed by (1) Sergeant and (2) Officers.
- Provide training to NPD patrol level staff on basic ABC laws.
- Two personnel to attend the 2018 GAP Conference.

Measurable results:

- Provide training to patrol officers on basic ABC laws and enforcement tactics.
- Mail LEADS class information to ABC licensed establishments twice a year.
- Coordinate and conduct (4) IMPACT inspections during the grant period where 25% of licensed premises within our jurisdiction are contacted.
- Issue at least one quarterly press release to Marin County news outlets to ensure greater awareness.
- Meet with Marin County DA on a quarterly basis regarding ABC related cases with the emphasis on prosecution.

Project Personnel

This grant will be managed by Patrol Sergeant Chris Andres and each operation will be supervised by him directly or his designee. Each operation will consist of one (1) supervisor at the rank of sergeant and two (2) officers that can be the rank of officer or corporal. The only operation that will not utilize officers will be the two LEADS classes. When a LEADS class is hosted, one sergeant will be present as a liaison for the department and ABC while the class is occurring.

The sergeant assigned to each operation will supervise the officers and decoys, provide scene security and oversight during all undercover operations. In addition, the sergeant will document and report on the operation's results to the Marin County DA's office in crime/arrest reports and ABC in monthly budget and statistical reports.

The officers assigned to an operation will assist in the apprehension of suspects, collection of evidence, assist onsite licensee inspection and report writing for documentation & prosecution. Officers will also work with the decoys to make sure they are safe and following ABC guidelines when participating in operations.

BUDGET DETAIL

Exhibit B

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 (1) Patrol officer, Est. 30 hours @ \$60/hr	\$1,800.00
(1) Sergeant, Est. 30 hours @ \$70/hr	\$2,100.00
A.2 Overtime Overtime Est. 82 hours @ 286.00/hr (1 Sergeant & 2 Officers)	\$23,452.00
A.3 Benefits None Requested	\$0.00
TOTAL PERSONNEL SERVICES	\$27,352.00
B. Operating Expenses (maximum \$2,500)	
Operational "Buy Money"	\$1,000.00
TOTAL OPERATING EXPENSES	\$1,000.00
C. Equipment (maximum \$2,500)	
(Attach receipts for all equipment purchases to monthly billing invoice)	
None	\$0.00
TOTAL EQUIPMENT	\$0.00
D. Travel Expense/Registration Fees (maximum \$2,500)	
(Registration fee for July 2018 GAP Conference attendee is \$325 each)	
GAP Conference Reservation (2 attendees @ \$325 each)	\$650.00
Travel, Per Diem & Lodging for the GAP Conference.	\$1,850.00
TOTAL TRAVEL EXPENSE	\$2,500.00
TOTAL BUDGET DETAIL COST, ALL CATEGORIES	\$30,852.00

PAYMENT PROVISION

Exhibit B

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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 2018.
2. Revisions to the "Scope of Work" and the "Budget Detail" may be requested by a change request letter submitted by the Contractor. If approved by the State, the revised Grant Assistance Scope of Work and/or Budget Detail supersede and replace the previous documents bearing those names. No revision can exceed allotted amount as shown on Budget Detail. The total amount of the contract must remain 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 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.
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.

PAYMENT PROVISION

Exhibit B

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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.

Updated 12/6/17

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 adequate funds are appropriated in Item 2100-101-3036, Budget Act of 2018, 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 <http://www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx> .
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.

Updated 12/6/17