

RESOLUTION NO 2015-127

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA APPROVING GRANT AGREEMENT MEMORANDUM OF UNDERSTANDING BETWEEN CITY OF MARINA AND CITY OF SALINAS FOR CITY OF MARINA PARTICIPATION IN STATE OF CALIFORNIA, OFFICE OF TRAFFIC SAFETY “MONTEREY AND SAN BENITO COUNTY AVOID THE TWENTY CAMPAIGN” PROGRAM ADMINISTERED BY CITY OF SALINAS POLICE DEPARTMENT, ACCEPTING STATE OF CALIFORNIA, OFFICE OF TRAFFIC SAFETY GRANT FUNDS FROM CITY OF SALINAS RELATIVE TO REIMBURSEMENT OF COSTS AND EXPENSES INCURRED BY CITY OF MARINA POLICE DEPARTMENT PARTICIPATION IN SAID GRANT, AUTHORIZE FINANCE DIRECTOR TO MAKE NECESSARY ACCOUNTING AND BUDGETARY ENTRIES AND AUTHORIZING CITY MANAGER TO EXECUTE AGREEMENT ON BEHALF OF THE CITY SUBJECT TO FINAL REVIEW AND APPROVAL BY THE CITY ATTORNEY

WHEREAS, the Marina Police Department has for many years participated in the “Avoid the Eighteen” and “AVOID the Twenty” programs, in which all Monterey County and San Benito County law enforcement agencies deployed extra officers during the holiday season with the specific intent to locate and arrest drivers driving under the influence of alcohol (DUI), and;

WHEREAS, the “Monterey and San Benito County AVOID the Twenty Campaign” program is aimed at having Monterey County and San Benito County law enforcement agencies work cooperatively to interdict DUI drivers and reduce the number of injury and fatal alcohol related traffic collisions in Monterey County, and;

WHEREAS, the City of Salinas has received a \$257,000 State of California, Office of Traffic Safety “Monterey and San Benito County AVOID the Twenty Campaign” grant and the intent of the grant is to cover costs and expenses incurred by Monterey County and San Benito law enforcement agencies that participate in the program, and;

WHEREAS, as part of the grant our officers may be asked to assist other agencies with DUI check points and other similar activities and we may request assistance from other agencies as well, and;

WHEREAS, the Salinas Police Department has been designated by the State of California, Office of Traffic Safety, to administer the grant which provides reimbursement to law enforcement agencies for costs and expenses they incur, not to exceed \$96,133, during the performance of the grant and enter into agreements with each agency, and;

WHEREAS, the agreement (“**EXHIBIT A**”) authorizes reimburse for overtime costs and expenses incurred by the City of Marina for performance of obligations under this agreement, and;

WHEREAS, there are no matching funds required for participation in the grant that commences on October 1, 2015 and terminates on September 30, 2016 and;

WHEREAS, participation in the “Monterey and San Benito County AVOID the Twenty Campaign” provides a safer driving environment for the residents and visitors of Marina, not only within the City, but as they travel throughout Monterey County.

NOW, THEREFORE IT BE RESOLVED, that the City Council of the City of Marina does hereby:

1. Approve Grant Agreement Memorandum of Understanding between City of Marina and City of Salinas for City of Marina participation in State of California, Office of Traffic Safety “Monterey and San Benito County AVOID the Twenty Campaign” program administered by City of Salinas Police Department, and;
2. Accepts Office of Traffic Safety grant funds administered by the City of Salinas relative to reimbursement of costs and expenses incurred by City of Marina Police Department for participation in said program, and;
3. Authorize Finance Director to make necessary accounting and budgetary entries, and;
4. Authorizes the City Manager to execute the agreement on behalf of the City subject to final review and approval by the City Attorney.

PASSED AND ADOPTED by the City Council of the City of Marina at a regular meeting duly held on the 3rd day of November 2015, by the following vote:

AYES, COUNCIL MEMBERS: Amadeo, Brown, Morton, O’Connell, Delgado

NOES, COUNCIL MEMBERS: None

ABSENT, COUNCIL MEMBERS: None

ABSTAIN, COUNCIL MEMBERS: None

Bruce C. Delgado, Mayor

ATTEST:

Anita Sharp, Deputy City Clerk

EXHIBIT A

California Office of Traffic Safety Grant Agreement
“Monterey and San Benito County AVOID the 20 campaign”
Memorandum of Understanding

Project Number: AL1638

This Memorandum of Understanding (“MOU”) is entered into by and between the **CITY OF SALINAS**, hereinafter referred to as “City,” and the City of Carmel By The Sea, California State University Monterey Bay, the California Highway Patrol King City / Monterey office, the California Highway Patrol Gilroy office, the City of Del Rey Oaks, the City of Gonzales, the City of Greenfield, the City of King, the City of Marina, the Monterey Regional Airport, the City of Monterey, the City of Pacific Grove, the Presidio of Monterey, the City of Sand, the City of Seaside, the City of Soledad, the County of Monterey, the City of Hollister and the County of San Benito, hereinafter collectively referred to as the “Law Enforcement Agencies.”

RECITALS

WHEREAS, the State of California, Office of Traffic Safety has approved a grant (the “Grant”) for the “Monterey and San Benito County AVOID the 20” campaign (the “Program”) in the amount of \$257,000; and

WHEREAS, the Salinas Police Department has been delegated the responsibility for the administration of the Grant and of the Program; and

WHEREAS, there are twenty local law enforcement agencies which shall participate in the Program (the “Law Enforcement Agencies”).

NOW, THEREFORE, in mutual consideration of the terms and conditions provided herein, the parties agree as follows:

TERMS

1. Project Mission.

The City and the Law Enforcement Agencies (the “Parties”) shall work cooperatively to reduce alcohol related fatal and injury traffic collisions in Monterey and San Benito Counties. In furtherance of that goal, the Parties agree to fully support the goals and objectives of the Program.

2. Project Purpose.

The purpose of the Program is to raise general public awareness regarding the problems associated with drinking and driving and to create coordinated regional traffic teams to conduct DUI enforcement to include, for example, DUI saturation patrols, DUI/Driver’s License checkpoints, holiday traffic enforcement, warrant checks for multiple DUI offenders, and public information campaigns, in local jurisdictions participating in the Program during the Memorial Day, Labor Day, Winter holiday mobilization, and Summer holiday mobilization period and additional DUI saturation patrols throughout the Project Period.

3. Project Period.

The Project Period shall commence on October 1, 2015, and shall terminate on September 30, 2016. This MOU shall remain in full force and effect through the entire Project Period.

4. Role of the Salinas Police Department.

The Salinas Police Department shall act as Administrative Agent for the Grant and for the Project and shall perform the following:

- a. Administer the Project with the California Office of Traffic Safety, including the submittal of all required financial and programmatic reports;
- b. Reimburse all participating Law Enforcement Agencies pursuant to Section 6 of this MOU when invoiced for Project-related costs. Eligible costs include hourly overtime costs for officers, deputies, sergeants, community service officers, dispatchers, and clerical positions. Straight time and administrative overhead costs will not be reimbursed.
- c. Participate in all Project-related enforcement activities and take turns coordinating and hosting enforcement operations on a mutually agreeable rotational basis with the Law Enforcement Agencies.
- d. Schedule project-related meetings, as needed, to coordinate activities.

5. Role of the Law Enforcement Agencies.

Each of the Law Enforcement Agencies shall assist with Project-related enforcement activities, as follows:

- a. Assign staff to assist with Project-related enforcement activities when possible.
- b. Help to coordinate and host enforcement operations on a mutually agreeable rotational basis with the other Law Enforcement Agencies;
- c. Attend Project-related meetings to schedule and coordinate activities; and
- d. Collect and submit statistics on Project activities necessary for completion of specific Grant reporting requirements prior to being reimbursed for expenses incurred from the Grant.

6. Reimbursement of Costs and Expenses.

As Administrative Agent for the Grant and for the Project, the City shall be responsible for the oversight and for the distribution of all Grant funds. Each of the Parties understands and acknowledges the total funding available for the Grant is \$257,000.00. Each of the Parties understands and acknowledges that the total amount for reimbursable over-time costs and expenses under this Grant for the City shall not exceed \$157,192.00. Each of the Parties understands and acknowledges that the total amount for reimbursable over-time costs and expenses under this Grant for all of the Law Enforcement Agencies shall not exceed \$96,133.00.

Any costs and expenses incurred by any of the Parties for performance of obligations under this MOU shall be reimbursed by City upon receipt of an invoice submitted by the Law Enforcement Agencies following enforcement activities. The Law Enforcement Agency shall submit to City an itemized invoice, prepared in a form satisfactory to City, describing its services and costs for the time period covered by the invoice.

City shall make payment on each such invoice within thirty (30) days of receipt; provided, however, that if a Law Enforcement Agency submits an invoice which is incorrect, City shall not be obligated to process any payment to the Law Enforcement Agency until thirty (30) days after a correct and complying invoice has been submitted by the Law Enforcement Agency, City shall process undisputed portion immediately.

7. Indemnification.

Except as otherwise required by applicable law, each Party shall be responsible for its own actions including, but not limited to, any negligent and/or intentional acts and/or omissions of its officers, agents, and employees; and none of the Parties shall be responsible for the negligent acts and/or omissions or willful misconduct of the officers, agents, employees, and representatives of the other. Each of the Parties therefore agrees to hold harmless and indemnify each of the other Parties against any and all claims, demands, suits, judgments, expenses, and costs of every kind, insofar as it may legally do so, on account of any violation of any federal, state or local law or regulation and/or the injury to or death of persons or loss of property arising in any manner out of the indemnifying Party's performance of the terms of this MOU.

8. Insurance.

Each of the Parties is a political subdivision of the State of California that is self-insuring for all forms of legal liability or is a participant in a pooled insurance protection program such as the Monterey Bay Self Insurance Authority, and each of the Parties shall maintain such policies of self-insurance throughout the entire Project Period.

9. Counterparts.

This MOU may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute a single agreement.

10. Entire Agreement.

This Agreement constitutes the entire agreement among the Parties relating to the Project and the grant and as the final expression of the Parties with respect to the included terms and conditions, and as a complete and exclusive statement of the terms and conditions of the MOU. The Parties acknowledge that any prior agreements, promises, negotiations or representations not expressly set forth in this MOU are of no force and effect. Any amendment to this MOU shall be of no force and effect unless in writing and signed by the Parties hereto.

11. Notices.

Unless otherwise provided in this MOU, any notice, request, consent, instruction or other document to be given under this MOU by either of the Parties to the other shall be in writing and shall be effective on the date received, as follows:

Kelly J. McMillin
Chief of Police, Salinas Police Department
222 Lincoln Ave.
Salinas, CA 93901

Mike Calhoun
Chief of Police, Carmel Police Department
P.O. Box 600
Carmel, CA 93921

Earl Lawson
Chief of Police, CSUMB Police Department
100 Campus Center
Valley Hall 82F
Seaside, CA 93955

Ron Langford
Chief of Police, Del Rey Oaks Police Department
650 Canyon Del Rey
Del Rey Oaks, CA 93940

Paul Miller
Chief of Police, Gonzales Police Department
P.O. Box 647
Gonzales, CA 93926

Adele Frese
Chief of Police, Greenfield Police Department
215 El Camino Real
Greenfield, CA 93927

David Westrick
Chief of Police, Hollister Police Department
395 Apollo Ct
Hollister, CA 95023

Tony Solecito
Chief of Police, King City Police Department
415 Bassett Street
King City, CA 93930

Edmundo Rodriguez
Chief of Police, Marina Police Department
211 Hillcrest Avenue
Marina, CA 93933

Stephen Bernal
Sheriff, Monterey County
1414 Natividad Road
Salinas, CA 93906

Jeffery Hoyne
Chief of Police, Monterey Airport Police Department
200 Fred Kane Drive, Suite 200
Monterey, CA 93940

Dave Hober
Chief of Police, Monterey Police Department
351 Madison Street
Monterey, CA 93940

Vicki L.H. Myers
Chief of Police, Pacific Grove Police Department
580 Pine Avenue
Pacific Grove, CA 93950

Michael Stuebinger
Chief of Police, Presidio of Monterey Police Department
4468 Gigling Road
Monterey, CA 93944

Darren Thompson
Sheriff/Coroner, San Benito County
451 4th Street
Hollister, CA 95023s

Brian Ferrante
Chief of Police, Sand City Police Department
1 Sylvan Road
Sand City, CA 93955

Vicki L.H. Myers
Chief of Police, Seaside Police Department
440 Harcourt Avenue
Seaside, CA 93955

Eric Sills
Chief of Police, Soledad Police Department
P.O. Box 606
Soledad, CA 93960

12. Rights and Obligations Under Agreement.

By entering into this MOU, the parties do not intend to create any obligations express or implied other than those set out herein; further, this MOU shall not create any rights in any party not a signatory hereto.

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IN WITNESS WHEREOF, the undersigned, as authorized representatives of the **CITY OF SALINAS**, and the Law Enforcement Agencies, have executed this MOU.

CITY OF SALINAS

Joseph Gunter, Mayor

Date

Approved as to Form:

Christopher A. Callihan, City Attorney

Date

Attest:

Patricia Barajas, City Clerk

Date

CITY OF CARMEL BY THE SEA

Date

CALIFORNIA STATE UNIVERSITY MONTEREY BAY

Date

DEPARTMENT OF CALIFORNIA HIGHWAY PATROL - MONTEREY / KING CITY

Date

DEPARTMENT OF CALIFORNIA HIGHWAY PATROL - GILROY

CITY OF KING

Date

CITY OF MONTEREY

Date

CITY OF DEL REY OAKS

Date

CITY OF GONZALES

Date

CITY OF GREENFIELD

Date

CITY OF HOLLISTER

Date

CITY OF MARINA

By: _____
Layne Long, City Manager

Date

APPROVED AS TO FORM

By: _____
Robert Wellington, City Attorney

Date

REVIEWED

By: _____
Risk Manager

Date

ATTEST

By: _____
Anita Sharp, Deputy City Clerk

Date

CITY OF PACIFIC GROVE

Date

CITY OF SAND

Date

CITY OF SEASIDE

Date

CITY OF SOLEDAD

Date

COUNTY OF MONTEREY

Date

COUNTY OF SAN BENITO

Date

PRESIDIO OF MONTEREY

Date

MONTEREY REGIONAL AIRPORT

Date

October 27, 2015

Item No. **8g(1)**

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of November 3, 2015

**CITY COUNCIL CONSIDER ADOPTING RESOLUTION NO. 2015-,
APPROVING GRANT AGREEMENT MEMORANDUM OF
UNDERSTANDING BETWEEN CITY OF MARINA AND CITY OF
SALINAS FOR CITY OF MARINA PARTICIPATION IN STATE OF
CALIFORNIA, OFFICE OF TRAFFIC SAFETY “MONTEREY AND SAN
BENITO COUNTY AVOID THE TWENTY CAMPAIGN” PROGRAM
ADMINISTERED BY CITY OF SALINAS POLICE DEPARTMENT,
ACCEPTING OFFICE OF TRAFFIC SAFETY GRANT FUNDS FROM
CITY OF SALINAS RELATIVE TO REIMBURSEMENT OF COSTS AND
EXPENSES INCURRED BY CITY OF MARINA POLICE DEPARTMENT
PARTICIPATION, AUTHORIZE FINANCE DIRECTOR TO MAKE
NECESSARY ACCOUNTING AND BUDGETARY ENTRIES AND
AUTHORIZING CITY MANAGER TO EXECUTE AGREEMENT ON
BEHALF OF THE CITY SUBJECT TO FINAL REVIEW AND
APPROVAL BY THE CITY ATTORNEY**

REQUEST:

It is requested that the City Council:

1. Consider adopting Resolution No. 2015-, approving Grant Agreement Memorandum of Understanding between City of Marina and City of Salinas for City of Marina participation in State of California, Office of Traffic Safety “Monterey and San Benito County AVOID the Twenty Campaign” program administered by City of Salinas Police Department;
2. Accept Office of Traffic Safety grant funds administered by the City of Salinas relative to reimbursement of costs and expenses incurred by City of Marina Police Department for participation in said program, and;
3. Authorize Finance Director to make necessary accounting and budgetary entries, and;
4. Authorize City Manager to execute the agreement on behalf of the City subject to final review and approval by the City Attorney.

BACKGROUND:

The Marina Police Department for many years has participated in the “AVOID the Eighteen” and “AVOID the Twenty” programs. Under the AVOID programs Monterey County and San Benito County law enforcement agencies deploy extra officers during the various holiday seasons with the specific intent to locate and arrest drivers driving under the influence of alcohol (DUI).

The City of Salinas has received a \$257,000 2015-2016 State of California, Office of Traffic Safety “Monterey and San Benito County AVOID the Twenty Campaign” grant and has been authorized to enter into agreements with Monterey County and San Benito County law enforcement agencies to provide funds to cover costs and expenses to agencies who participate in the program.

The AVOID grant programs have provided the City with overtime funding for extra police patrols during the various holiday weekends and seasons when drunk driving traditionally increases. These extra patrols focus specifically on locating and arresting DUI drivers and the publicity generated by the AVIOD programs is an important educational tool to stop people from driving while intoxicated.

Participation in the “Monterey and San Benito County AVOID the Twenty Campaign” provides a safer driving environment for the residents and visitors of Marina, not only within the City, but as they travel throughout Monterey County.

ANALYSIS:

Prior to participation in prior AVOID grant programs, the Marina Police Department had assigned patrol officers on overtime specifically to seek out and arrest DUI drivers during major holidays each year, which parallels the “Monterey and San Benito County AVOID the Twenty Campaign” mission.

The Marina Police Department wishes to participate in the 2015-2016 AVOID the Twenty grant so as to recoup overtime expenditures associated with deploying extra officers during the holidays. As part of the grant our officers may be asked to assist other agencies with DUI check points, DUI saturation patrols and other similar activities and we may request assistance from other agencies as well.

Deployment of extra patrols occur during major holidays including Labor Day and Memorial Day weekends, the winter holiday season plus additional patrols during other identified high risk time periods. Funds to support these special DUI saturation patrols had in the past come from the Police Department’s overtime budget.

The Salinas Police Department has been designated by the State of California, Office of Traffic Safety to administer the grant, which provides reimbursement to law enforcement agencies for costs and expenses they incur, not to exceed \$96,133.00, during the performance of the grant (“**EXHIBIT A**”).

The grant will reimburse the Marina Police Department for costs it incurs, which includes hourly overtime costs for officers, sergeants, community service officers and clerical positions.

Per the agreement, overtime costs and expenses incurred by the City of Marina for performance of obligations under this agreement will be reimbursed, but cannot exceed \$96.133 during the life of the agreement. In order to receive reimbursement the City will be required to submit invoices to the City of Salinas and the Police Department will perform this task.

There are no matching funds required for participation in the grant. The grant began on October 1, 2015 and will end September 30, 2016.

FISCAL IMPACT:

Although the amount of grant funds the City may receive cannot be established in advance, should the City Council approve this request, the City of Marina will be reimbursed for costs it incurs, including hourly overtime costs, while participating in activities related to this program.

Revenues generated by the “Monterey and San Benito County AVOID the Twenty Campaign” will be deposited into the Police Department FY 2015-2016 Budget, Account No. 11.141.55861 “Grant – OTS – Avoid the 18”.

CONCLUSION:

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

Respectfully submitted,

Richard J. Janicki, Jr.
Management Analyst
Police Department
City of Marina

REVIEWED/CONCUR:

Edmundo Rodriguez
Chief of Police
City of Marina

Layne Long
City Manager
City of Marina