

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

**STANDARD AGREEMENT**

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER 22-APP12	PURCHASING AUTHORITY NUMBER (If Applicable) ABC-2100
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1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

Department of Alcoholic Beverage Control

CONTRACTOR NAME

City of Long Beach through the Long Beach Police Department

2. The term of this Agreement is:

START DATE

July 1, 2022

THROUGH END DATE

June 30, 2023

3. The maximum amount of this Agreement is:

\$ 75,000.00 Seventy five thousand dollars and no cents

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.

Exhibits	Title	Pages
Exhibit A	Scope of Work	2
Exhibit B	Budget Detail and Payment Provisions	3
Exhibit C *	General Terms and Conditions	1
+ - Exhibit D	Special Terms and Conditions	4
+ - Attachment RFP	RFP Scope of Work	8

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 <https://www.dgs.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

**CONTRACTOR**

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

City of Long Beach through the Long Beach Police Department

CONTRACTOR BUSINESS ADDRESS

400 W. Broadway

CITY

Long Beach

STATE

CA

ZIP

90802

PRINTED NAME OF PERSON SIGNING

LINDA F. TATUM

EXECUTED PURSUANT  
TO SECTION 301 OF  
THE CITY CHARTER.

TITLE

ASST CITY MANAGER

CONTRACTOR AUTHORIZED SIGNATURE

Linda F. Tatum

DATE SIGNED

9/27/2022

APPROVED AS TO FORM

SEPTEMBER 20, 2022

CHARLES PARKIN, City Attorney

By

*[Signature]*  
ARTURO D. SANCHEZ  
DEPUTY CITY ATTORNEY

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

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AGREEMENT NUMBER 22-APP12	PURCHASING AUTHORITY NUMBER (If Applicable) ABC-2100
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**STATE OF CALIFORNIA**

CONTRACTING AGENCY NAME

Department of Alcoholic Beverage Control

CONTRACTING AGENCY ADDRESS

3927 Lennane Drive, Suite 100

CITY

Sacramento

STATE

CA

ZIP

95834

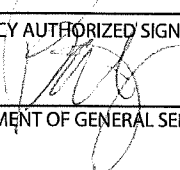
PRINTED NAME OF PERSON SIGNING

Patty Baker

TITLE

Chief, Business Management Branch

CONTRACTING AGENCY AUTHORIZED SIGNATURE



DATE SIGNED

10/18/22

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

## EXHIBIT A SCOPE OF WORK

### I. SCOPE OF WORK

- Contractor agrees to implement the Department of Alcoholic Beverage Control (ABC), Alcohol Policing Partnership program. This program is intended to work with law enforcement agencies to develop an effective, comprehensive and strategic approach to eliminate the crime and public nuisance problems associated with problem alcoholic beverage outlets.
- Contractor agrees to implement ABC's Minor Decoy, Shoulder Tap Programs and conduct Informed Merchants Preventing Alcohol-Related Crime Tendencies (IMPACT) Inspections. These Programs target both ABC-licensed premises and individuals who furnish alcoholic beverages to the 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 the education of licensee(s), enforcement intervention and the impressions of omnipresence of law enforcement. In addition, Contractor agrees to the following goals:
  1. The operation period of the grant is July 1, 2022 through June 30, 2023.
  2. Contractor agrees to raise public awareness that selling, serving and/or furnishing alcoholic beverages to individuals under twenty-one years old is a criminal violation that will be prosecuted by local city and district attorneys.
  3. Minor Decoy operations are designed to educate and deter licensed locations from selling/furnishing alcohol to minors. Contractor agrees to conduct Minor Decoy Operations at both "On-Sale" and "Off-Sale" licensed establishments within the operation period of the grant.
  4. Shoulder Tap operations are used to detect and deter adult furnishers outside of a licensed business. Contractor agrees to conduct Shoulder Tap Operations at "Off-Sale" licensed locations to apprehend adults that are unaffiliated with the licensed businesses and who are purchasing alcohol for minors outside of the stores within the operation period of the grant.
  5. Informed Merchants Preventing Alcohol-Related Crime Tendencies (IMPACT) primary goal is to educate licensee's on alcohol related laws to help reduce alcohol-related crime in and around licensed premises. Contractor agrees to conduct visits and inspections of licensed premises identifying areas of non-compliance at "On-Sale" and "Off-Sale" licensed locations within the operation period of the grant.

### II. GOALS AND OBJECTIVES

1. Conduct at least three (3) Minor Decoy operations.
2. Conduct at least three (3) Shoulder Tap operations.
3. Participate in the Statewide Shoulder Tap operation.
4. Conduct at least eight (8) IMPACT operations.
5. Conduct at least five (5) Undercover general enforcement operations.

6. Conduct at least three (3) operations at major events/venues: Long Beach Grand Prix, Gay & Lesbian Parade and festivals/concerts.
7. Facilitate at least two (2) LEAD trainings.
8. Conduct at least two (2) training sessions with sworn personnel to include TRACE training.
9. Participate in at least two (2) Community meetings to educate the community on its responsibilities related to ABC laws and regulations.
10. Provide at least three (3) press releases on grant enforcement activities.
  - A. To announce the start of the program;
  - B. At the conclusion of each Minor Decoy Operation has been held (to announce the number of licensed premises who sold to the minor decoy)
  - C. At the conclusion of each Shoulder Tap Operation has been held (to announce the number of adults arrested for purchasing alcoholic beverages for the decoy).
11. Contractor will fax (916) 419-2599 or email each press release to the Department's Public Information Officer ([pio@abc.ca.gov](mailto:pio@abc.ca.gov)) as soon as it is released.
12. Contractor agrees in all press releases, in addition to any credits the agency wishes to give, will include the following statement: "This project is part of the Department of Alcoholic Beverage Control's Alcohol Policing Partnership."

Contractor agrees to complete and submit monthly reports, on a format designed and provided by the Department of Alcoholic Beverage Control due no later than 15<sup>th</sup> of the following month.

### III. PROJECT REPRESENTATIVES

The project representatives during the term of this agreement will be:

Long Beach Police Department  
Robert Titus, Lieutenant  
400 W. Broadway  
Long Beach, CA 90802  
(562) 570-5554  
[Robert.titus@longbeach.gov](mailto:Robert.titus@longbeach.gov)

Department of Alcoholic Beverage Control  
Brandon Shotwell, Supervising Agent in Charge  
3927 Lennane Drive, Suite 100  
Sacramento, CA 95834  
(916) 419-2329  
[Brandon.shotwell@abc.ca.gov](mailto:Brandon.shotwell@abc.ca.gov)

Direct all fiscal inquiries to:

Long Beach Police Department  
Julissa Jose-Murray, Chief Financial Officer  
400 W. Broadway  
Long Beach, CA 90802  
(562) 570-7447  
[Julissa.jose-murray@longbeach.gov](mailto:Julissa.jose-murray@longbeach.gov)

Department of Alcoholic Beverage Control  
Kristine Okino, Grant Coordinator  
3927 Lennane Drive, Suite 100  
Sacramento, CA 95834  
(916) 419-2572  
[Kristine.okino@abc.ca.gov](mailto:Kristine.okino@abc.ca.gov)

## EXHIBIT B BUDGET DETAIL AND PAYMENT PROVISIONS

### I. INVOICING AND PAYMENT

- For services satisfactorily rendered and upon receipt and approval of the invoice, the Department of Alcoholic Beverage Control agrees to pay a monthly payment of approved reimbursable costs per the Budget Detail of personnel overtime and benefits (actual cost) and/or allowable costs.
- Invoices shall clearly reference this contract number (22-APP12) and must not exceed the contract total authorized amount of \$75,000.00. Invoices are to be submitted by the 15<sup>th</sup> of every month, on the prescribed form designed by the Department of Alcoholic Beverage Control.

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Submit to:                      Department of Alcoholic Beverage Control  
   Attn: Kristine Okino, Grant Coordinator  
   3927 Lennane Drive, Suite 100  
   Sacramento, California 95834

- Payment shall be made in arrears within 30 days from the receipt of an undisputed invoice. Nothing contained herein shall prohibit advance payments as authorized by Item 2100-101-3036, Budget Act, Statutes of 2022.
- Contractor understands in order to be eligible for reimbursement; cost must be incurred on or after the effective date of the project, July 1, 2022 and on or before the project termination date, June 30, 2023.
- Revisions to the "Scope of Work" and the "Budget Detail" may be requested by a change request letter submitted by the Contractor. If approved, the revised Grant Scope of Work and/or Budget Detail supersedes and replaces the previous grant and will initiate an amendment. No revisions can exceed allotted amount as shown on the Budget Detail. The total amount of the grant must remain unchanged.
- 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.
- 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.
- 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 grant unless the State otherwise directs.
- 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 this grant in any media.

**II. BUDGET DETAIL**

<b>COST CATEGORY</b>	<b>TOTAL COST</b>
<b>A. Personnel Services</b>	
<u>Overtime</u>	
Lieutenant (100 hours @ \$118.35/hour)	\$11,835.00
Detective (618 hours @ \$96.65/hour)	\$59,730.00
Benefits (estimated @ 1.45%)	\$1,035.00
<b>TOTAL Personnel</b>	<b>\$72,600.00</b>
<b>B. Operating Expenses (receipts required)</b>	
n/a	\$0.00
<b>TOTAL Operating</b>	<b>\$0.00</b>
<b>C. Equipment (receipts required, must be purchased by 12/31)</b>	
n/a	\$0.00
<b>TOTAL Equipment</b>	<b>\$0.00</b>
<b>D. Travel Costs</b>	
Registration, travel, lodging	\$2,400.00
<b>TOTAL Travel</b>	<b>\$2,400.00</b>
<b>GRANT TOTAL</b>	<b>\$75,000.00</b>

### **III. 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.

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### **IV. PROMPT PAYMENT CLAUSE**

- Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

## EXHIBIT C GENERAL TERMS AND CONDITIONS

1. APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

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3. ASSIGNMENT: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. AUDIT: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
6. DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.
8. INDEPENDENT CONTRACTOR: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.



9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).
10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.
12. TIMELINESS: Time is of the essence in this Agreement.
13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.
14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.
15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

- a. The Government Code Chapter on Antitrust claims contains the following definitions:
    - 1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
    - 2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.
  - b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.
  - c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.
  - d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.
16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:
- a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
  - b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.
18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.
19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

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  - a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)
  - b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)
20. LOSS LEADER: If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

## EXHIBIT D SPECIAL TERMS AND CONDITIONS

1. **Disputes:** Any disputes 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 in 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 of the 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. **Cancellation/Termination:** This agreement may be cancelled or terminated without cause by either party by giving thirty (30) calendar days advance written notice to the other party. Such notification shall state the effective date of termination or cancellation and include any final performance and/or payment/invoicing instructions/requirements. 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 2022, 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: <https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language>.
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 and/or cancel the agreement.



# STATE OF CALIFORNIA

## Department of Alcoholic Beverage Control

### Alcohol Policing Partnership Program

### PROPOSAL COVER SHEET

(TO BE COMPLETED BY APPLICANT AGENCY)

<b>1. Name of Applicant Agency:</b> Long Beach Police Department	
<b>2. Description of Applicant Agency:</b> <i>Provide your city or county jurisdiction, and include population data, relevant demographic, and socio-economic characteristics of the community.</i> The Long Beach Police Department is the 2nd largest municipal police agency in Los Angeles County and provides law enforcement services to the 7th largest city in the state. With 803 sworn officers and a total staffing of 1,191 personnel, the LBPD is dedicated too professional, proactive, and innovative policing and has an operating budget of over \$262 million. The Police Department provides contracted law enforcement services for the Port of Long Beach, Long Beach Airport, Long Beach Transit, Long Beach City College, and Los Angeles County Metropolitan Transportation Authority.	
<b>3. Number of licenses in Project Area:</b> 1,099	<b>4. Tax ID:</b> EIN 95-6000733
<b>5. Funds Requested:</b> \$75,000.00	<b>6. Project Period:</b> July 1, 2022 – June 30, 2023
<b>7. Acceptance of Conditions:</b> <i>By submitting this proposal, the applicant signifies acceptance of the responsibility to comply with all requirements stated in the Request for Proposals. The applicant understands that ABC is not obligated to fund the project until the applicant submits correctly completed documents required for the contract.</i>	
<b>A. Project Director</b> <i>Person Having Day-To-Day Responsibility for the Project</i>	<b>B. Chief of Police or Sheriff</b> <i>Authorizing Official</i>
Name: Robert Titus Address: 400 West Broadway, Long Beach Ca.  Phone: (562) 570-5554 Email Address: robert.titus@longbeach.gov Title: Lieutenant, Special Investigations Division	Name: Wally Hebeish Address: 400 West Broadway, Long Beach Ca.  Phone: (562) 570-7301 Email Address: wally.hebeish@longbeach.gov Title: Chief Of Police
Signature:	Signature:
<b>C. Fiscal or Accounting Official</b>	<b>D. ABC USE ONLY</b>
Name: Julissa Jose-Murray Address: (562) 570-7447  Phone: Email Address: <b>SEE ATTACHED</b> ov Title: Bureau	<b>RECEIVED MAR 30 2022</b>
Signature: <b>E-SIGNATURE</b> <b>CFO JOSE-MURRAY</b>	

## SCOPE OF WORK

### Summary

The Long Beach Police Department (LBPDP) is the second largest municipal police agency in Los Angeles County and provides law enforcement services to the seventh largest city in the State of California. The current staff is composed of 803 sworn officers and 388 civilians. The members of LBPDP are a team of dedicated peace officers who care about the community they serve with honesty, professionalism, and respect. Their overall mission is to enhance safety, service, and trust within the community and to promote public safety through partnerships. The LBPDP is comprised of five bureaus: Patrol, Investigations, Support, Financial and Administration, and organized into four patrol divisions: North, South, East and West Division.

As a full-service charter city, the City of Long Beach offers all the world-class amenities of a large metropolitan city while maintaining a strong sense of individual and diverse neighborhoods nestled together along the California coast. Situated between Los Angeles and Orange County, Long Beach covers 52 square miles and is home to approximately 466,700 people. The diverse racial demographics include Hispanic (42.6%), White (28.2%), Asian (13.1%), African American (12.7%) and mixed race/other (4.7%).

The City of Long Beach is popular destination for young people from throughout the country who come to the area during special events, vacations, and weekends. ABC establishments have developed resourceful and creative ways to sell and consume alcohol on and off the premises. This new business model provides bar, restaurant, and club patrons a new and attractive dining experience, which includes the consumption of alcoholic beverages. The downtown area of Long Beach is a focal point for nighttime entertainment, with more than a dozen bars, nightclubs, and restaurants. These establishments promote a very social, healthy, and lively environment through entertainment, events, and drink specials.

### Project Personnel

The Investigations Bureau, Special Investigations Division will be responsible for the grant. The staff will consist of a Lieutenant (Robert Titus), one administrative detective (Jose Gonzalez), and 5 other detectives. All personnel are currently assigned to the Investigations Bureau, Special Investigations Division, and all are POST certified peace officers with extensive experience in undercover operations and ABC matters.

The LBPDP will assign Detective Gonzalez as the full-time project coordinator. Detective Gonzalez has been with the LBPDP for 19 years and has a diversified training portfolio. He has an established working relationship with the local ABC staff and has extensive experience in conducting special operations including ABC operations. The personnel assigned to assist Detective Gonzalez in conducting operations will be various qualified detectives from the Vice Investigation Detail, as well as Explorers and Cadets. Lieutenant Titus will be the grant director and will monitor Detective Gonzalez's daily activity. The LBPDP feels that it is necessary to maintain an ongoing working relationship with the local ABC office. There is a need to continue this collaborative effort with enforcing ABC laws which hold adults and minors accountable for their illegal activities. With approximately 1,100 licensed premises throughout the city combined with high volume of alcohol related calls for police services, there is a need to provide concentrated efforts towards the education, prevention, and enforcement of ABC laws within the City of Long Beach.

## SCOPE OF WORK

### Problem Statement

Nightlife in the Downtown area of Long Beach and the surrounding entertainment districts require significant police resources. Often this focus is spent on alcohol related enforcement activity. The concentration of numerous ABC licensed establishments in such confined areas present a unique challenge for the police department. Typical incidents and arrests include minors and adults involved in public intoxication, fighting, sexual assaults, assaults, vandalisms and urinating or vomiting in public. In addition, the LBPB also spends a large amount of time and resources policing a growing number of habitual and obviously intoxicated individuals who are experiencing homeless in the entertainment areas in the city.

Criminal and nuisance activity related to the consumption of alcoholic beverages continues to be a concern in the community, especially at bars, night clubs and special events. Several establishments that serve alcoholic beverages have been identified as being disorderly, disruptive and have generated an excessive amount of calls for service for patrol officers, resulting in community concerns and subsequently investigations of several of these establishments. The calls for service consisted of offenses including homicide, aggravated assaults, robbery, and sexual assaults. Other calls for service generated were verbal and physical disturbances often involving intoxicated patrons. These calls consisted of fights, unwelcome guest, music disturbances, social gatherings, theft, and trespassing. Thus, police resources have been significantly drained to combat these alcohol-related calls for service. The continued partnership between the local ABC office and LBPB has resulted in some of these businesses having their alcohol license suspended, revoked, or paid a fine in lieu of suspension.

### Project Description *section 1 of 3*

There are 1,099 licensed premises within the City of Long Beach. In 2021, the Long Beach Police Department responded to 215,971 calls for service and over 10,031 of the calls were alcohol related, an approximate five percent increase from 2020. An experienced detective will coordinate this project of Prevention, Education, and Enforcement of ABC laws. The goal is to increase alcohol awareness, educate officers, detectives, the community, and licensees, as well as hold licensees accountable for improper business practices. The project will be monitored and evaluated on a regular basis by supervisors and detectives.

The LBPB regularly provides training to employees of licensed establishments to assist them in voluntarily achieving and maintaining compliance with the law and ABC regulations. The LBPB successfully conducts educational training sessions for owners and employees of bars, nightclubs, and restaurants in the City. The focus of the training included information about alcohol related crimes, over serving, and liability issues. Additionally, we encourage the communication between licensed establishments employees and the police department.

Both the Los Angeles County District Attorney's Office and the Long Beach City Prosecutors Office recognize that alcohol violations are a serious problem in Long Beach. Both agencies file alcohol related cases appropriately and prosecute them vigorously. Sales of alcoholic beverages to minors and furnishing alcoholic beverages to minors remain among the top alcohol-related concerns of the community and law enforcement.

## SCOPE OF WORK

### **Project Description** *section 2 of 3*

In February 2021, after a lengthy joint investigation by LBPD and ABC, detectives and agents met with the owners of an On-Sale ABC establishment for a Disorderly Premises Pre-Hearing. This was due to community complaints, a high number of calls for service and an assault with a firearm incident that had occurred inside the establishment. The incident that occurred, was when a male subject suffered a non-life-threatening gun shot wound to the lower torso, during an altercation between patrons of the establishment. Due to the efforts and partnership between the LBPD and ABC On March 17, 2021 the California Department of Alcoholic Beverage Control (ABC) posted a 30-day Notice of Suspension at the restaurant/bar involved in the Disorderly Premises. This is just one example of how the establishments careless furnishing of alcohol has negatively impacted the Long Beach community.

Long Beach is the nation's primary gateway for international and domestic trade and has the second busiest port in the United States. As one of California's beach cities, Long Beach is among Southern California's finest locations for live entertainment with many of its popular entertainment venues located within the City. Prior to the Covid-19 pandemic the City hosted approximately 400 public special events throughout the year, including concerts, sporting events, Grand Prix and the second largest Gay & Lesbian Pride Parade & Festival, all of which attracted hundreds of thousands of people each year. Tourism is a major industry in the City of Long Beach boasting millions of visitors at the numerous tourist locations and with the return of special events, due to restrictions being less stringent the city is seeing a return to normality in the entertainment district.

The LBPD has been nationally recognized for its efforts in combating DUI's, however DUI's continue to remain a major challenge for the Department. While the LBPD proactively conducted six DUI checkpoints throughout the City in 2021, there were still 178 DUI collisions, 77 DUI injury collisions, one fatal DUI collision, and a total of 596 individuals arrested for DUI within the City of Long Beach. This ABC grant will allow the LBPD to continue these proactive enforcement operations as the Department copes with on-going budgetary and staffing and other unforeseen circumstances.

The primary goal of this project is to reduce underage access/consumption of alcohol and prevent the habitual and obviously intoxicated from purchasing alcohol or purchasing alcohol for others. This project will positively reinforce lawful compliance by licensed establishments. The objectives of this project will be met through the implementation of approximately 10 different operations, including the use of Minor Decoys and Surveillance operations, and IMPACT activities. The LBPD has had an excellent and collaborative working relationship with ABC through our field office. The Department has received ABC grant funding in the past for enforcement and education programs and we have continually met our goals and objectives.

This grant would fund 10 different enforcement operations within the City of Long Beach in 2022/2023, to combat alcohol-related offenses. The LBPD has the responsibility to ensure the safety and well-being for all Long Beach citizens and visitors. Alcohol consumption and the over-serving of alcohol to patrons at problematic ABC establishments is a factor that creates a public nuisance and negative impact on the quality of life within the Long Beach community.

The grant period will consist of educating, notifying, and familiarizing the detectives with the project and enforcement options. At the discretion of ABC, the project director and his immediate supervisor will attend an ABC training session.



## SCOPE OF WORK

### Project Description *section 3 of 3*

Goal #1: Conduct at least (5) UNDERCOVER GENERAL ENFORCEMENT operations in which undercover personnel will be sent into bars to detect illegal activities such as narcotics, prostitution, gambling, human trafficking, services to intoxicated persons, and other related violations.

Goal #2: Conduct at least (8) "IMPACT" inspections at ABC licensed establishments. These operations will help to identify public nuisance problems in the community.

Goal #3: Host a minimum of (2) Licensee Education on Alcohol and Drugs (LEAD) training sessions for licensees and their employees. Emphasis would be on the police departments working partnership with ABC and their collaborative proactive role in alcohol education, prevention, and enforcement.

Goal #4: Reduce the availability of alcohol to minors at alcohol-serving establishments citywide. Conduct (3) MINOR DECOY operations at establishments holding "Off-Sale" and "On-Sale" ABC licenses in the City.

Goal#5: Conduct at least (3) SHOULDER TAP operations at establishments holding Off-Sale ABC licenses. The LBPB will utilize a wireless transmitter/recorder to further enhance the on-site investigator's case preparation for prosecution of violators.

Goal #6: Conduct at least (2) TRAINING sessions on alcohol-related issues for LBPB personnel. The training will provide information specific to retail operating standards, the ABC administrative process, inspection privileges, and the TRACE program. Officers will be instructed to route alcohol related incident reports to the ABC Liaison Detective.

Goal #7: Participate in the Statewide Shoulder Tap Operation.

Goal #8: Complete (3) News releases to publicize the grant activity.

Goal #9: Educate the public on its responsibilities related to ABC laws. Education will take place through community events, and community meetings. Participate in (2) community meetings. An educated community will also provide information on businesses which are creating a nuisance in the neighborhood. Follow up and enforcement actions should reduce the number of ABC violations and nuisance related calls.

Goal #10: Conduct a minimum of (3) operations at major events/venues within the City such as the Grand Prix, Gay & Lesbian Parade and Festival, concerts, special events, post covid type of events, etc.

The Long Beach Police Department continues to work under a Memorandum of Understanding (MOU) since 2016 with ABC, stating LBPB agrees to provide Human Trafficking Investigation training to ABC Agents. Human trafficking is a crime that permeates many facets of society and professions, including locations licensed by ABC. Combatting these crimes is best accomplished by law enforcement and allied agencies working together. As such, we look forward to continuing our partnership with ABC through this grant.

**ALCOHOL POLICING PARTNERSHIP GRANT  
PROPOSAL BUDGET DETAIL**

**A. Personnel Services**

**Salaries**

Classification/Positions	Computation	Total Cost
1 Lieutenant/ Special Investigations Division	See Below	
2 Detective/Vice Investigations Detail	See Below	
3		
SUBTOTAL		\$ 0.00

**Overtime**

Classification/Positions	Computation	Total Cost
1 Lieutenant Overtime Est:	100 Hours at \$118.35/Hour	\$ 11,835.00
2 Detective Overtime Est:	618 Hours at \$96.65/Hour	\$ 59,730.00
3		
4		
5		
6		
SUBTOTAL		\$ 71,565.00

**Benefits**

Classification/Positions	Computation	Total Cost
1 1.45% for Medicare (Employee benefits est.)	\$71,565 at 1.45	\$ 1,035.00
2		
3		
4		
5		
SUBTOTAL		\$ 1,035.00

**B. Operating Expenses and Equipment**

**Operating Expenses \***

Description	Computation	Total Cost
1 N/A		
2 N/A		
SUBTOTAL		\$ 0.00

**Equipment \***

Description	Computation	Total Cost
1 N/A		
2 N/A		
3 N/A		
SUBTOTAL		\$ 0.00

**C. Travel Expenses \***

Description	Computation	Total Cost
1 2022 APP Conference		
2 1 Lieutenant and 1 Detective	2 at \$325	\$ 650.00
3 1 Lieutenant and 1 Detective- Travel, Meals, Lodging	2 at \$875	\$ 1,750.00
4		
SUBTOTAL		\$ 2,400.00

\* APP Conference only. All travel cannot exceed current state rates

**GRANT TOTAL** \$ 75,000.00

## OTHER FUNDING SOURCES

Complete the following to report the total funds available to support the activities related to accomplishing the goals and objectives of the contract. In the "Grant Funds" column, report the ABC funds requested by category. In the "Other Funds" column, report all other funds available to support the project by category (if none, leave blank). Then calculate the totals by category in the "Program Total" column. Total each column down to arrive at the total program funds available.

*Note: Round all budget amounts to the nearest dollar—no cents.*

<b>Budget Category</b>	<b>Grant Funds</b>	<b>Other Funds</b>	<b>Program Total</b>
<b>A. Personnel Services</b>	72,600.00		72,600.00
<b>B. Operating Expense</b>			0.00
<b>C. Travel/Registration Fees</b>	2,400.00		2,400.00
<b>D. Equipment</b>			0.00
<b>TOTALS</b>	<b>\$ 75,000.00</b>	<b>\$ 0.00</b>	<b>\$ 75,000.00</b>

*This form does not become part of the contract but is **required** in the Request for Proposal package.*