

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

**STANDARD AGREEMENT**

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER 21-APP22	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, 2021

THROUGH END DATE  
June 30, 2022

3. The maximum amount of this Agreement is:

\$97,500.00 Ninety seven thousand five hundred 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 (GTC 04/2017)	4
+ - Exhibit D	Special Terms and Conditions	1
+ - Attachment RFP	RFP Scope of Work	7

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
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PRINTED NAME OF PERSON SIGNING  
*LINDA F. TATUM*

TITLE  
*ASSISTANT CITY MANAGER*

CONTRACTOR AUTHORIZED SIGNATURE  
*Linda F. Tatum*

DATE SIGNED  
*9/28/2021*

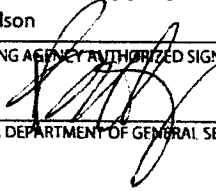
**EXECUTED PURSUANT  
TO SECTION 301 OF  
THE CITY CHARTER**

SCO ID: 2100-21APP22

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES  
**STANDARD AGREEMENT**  
STD 213 (Rev. 04/2020)

AGREEMENT NUMBER 21-APP22	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 Nelson		TITLE Chief, Business Management Branch		
CONTRACTING AGENCY AUTHORIZED SIGNATURE 		DATE SIGNED 11/2/21		
CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL		EXEMPTION (If Applicable)		

APPROVED AS TO FORM

SEPT. 20, 2021

CHARLES PARKIN, City Attorney

By

  
ARTURO D. SANCHEZ  
DEPUTY CITY ATTORNEY

## **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, 2021 through June 30, 2022.
  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 six (6) undercover general enforcement operations.
2. Conduct at least eleven (11) IMPACT operations.
3. Conduct at least three (3) Minor Decoy operations.
4. Conduct at least three (3) Shoulder Tap operations.

5. Conduct at least five (5) operations at major events/venues such as Grand Prix, Gay & Lesbian Parade and Festival, concerts, special events, post covid type of events, etc.
6. Participate in the Statewide Shoulder Tap operation.
7. Participate in three (3) community meetings.
8. Conduct at least four (4) training sessions on alcohol-related issues and the TRACE program.
9. Conduct at least three (3) LEAD trainings.
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  
Keith Mortensen, Sergeant  
400 W. Broadway  
Long Beach, CA 90802  
(562) 570-5579  
[keith.mortensen@longbeach.gov](mailto:keith.mortensen@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 (21-APP22) and must not exceed the contract total authorized amount of \$97,500. 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.

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 2021.
- Contractor understands in order to be eligible for reimbursement; cost must be incurred on or after the effective date of the project, July 1, 2021 and on or before the project termination date, June 30, 2022.
- 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>	
Sergeant (\$113.28/hour) & Detective (\$92.52/hour)	\$92,578.00
Benefits (estimated @ 1.45%)	\$1,622.00
<b>TOTAL Personnel</b>	<b>\$94,200.00</b>
<b>B. Operating Expenses (receipts required)</b>	
Buy Money	\$800.00
<b>TOTAL Operating</b>	<b>\$800.00</b>
<b>C. Equipment (receipts required, must be purchased by 12/31)</b>	
Laptop Computer	\$2,000.00
PPE Equipment	\$500.00
<b>TOTAL Equipment</b>	<b>\$2,500.00</b>
<b>D. Travel Costs</b>	
n/a	\$0.00
<b>TOTAL Travel</b>	<b>\$0.00</b>
<b>GRANT TOTAL</b>	<b>\$97,500.00</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.
- Due to current and on-going fiscal uncertainty caused by the COVID-19 crisis, the grantee may spend no more than fifty percent (50%) of the grant amount without prior written authorization from the Department. The Department intends to authorize expenditures beyond the amount of fifty percent (50%) should its fiscal condition allow.

### **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.
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:
  - 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 2021, 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**

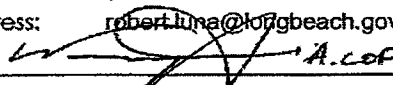
(TO BE COMPLETED BY APPLICANT AGENCY)

<b>1. Name of Applicant Agency:</b> Long Beach Police Department	
<b>2. Description of Applicant Agency:</b> Provide your city or county and a brief summary of department size, staffing, and structure.  The LBPD 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 800 sworn officers and a total staffing of 1,189 personnel, the LBPD is dedicated to professional, proactive, and innovative policing and has an operating budget of over \$269 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, Los Angeles County Development Authority, and Los Angeles County Metropolitan Transportation Authority.	
<b>3. Number of Licenses in Project Area:</b> 1,101	<b>4. Population of Service Area:</b> 463,600
<b>5. Project Description:</b> Provide a list of your project's goals and objectives and briefly summarize.  There are 1,101 licensed premises within the City of Long Beach. In 2020, the Long Beach Police Department responded to 205,734 calls for service and over 5,593 of the calls were alcohol related. 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.	
<b>6. Funds Requested:</b> \$ 100,000.00	<b>7. Project Period:</b> July 1, 2021 – June 30, 2022
<b>8. Acceptance of Conditions:</b> 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.	
<b>A. Project Director (person having day-to-day responsibility for the project)</b>	<b>B. Chief of Police or Sheriff (authorizing official)</b>
Name: Keith Mortensen Address: 400 West Broadway, Long Beach Ca. # Phone: (562) 570-5579 Fax: (562) 570-7776 Email Address: keith.mortensen@longbeach.gov Signature:	Name: Robert G. Luna Address: 400 West Broadway, Long Beach Ca. # Phone: (562) 570-7301 Fax: (562) 570-7114 Email Address: robert.luna@longbeach.gov Signature:
Title: Sergeant, Vice Investigations	Title: Chief Of Police
<b>C. Fiscal or Accounting Official</b>	<b>D. ABC USE ONLY</b>
Name: Julissa Jose-Murray Address: 400 West Broadway, Long Beach Ca. # Phone: (562) 570-7447 Fax: (562) 570-5833 Email Address: julissa.jose-murray@longbeach.gov Signature:	<b>RECEIVED</b>  MAR 22 2021  Dept. of Alcoholic Beverage Control Grant Unit
Title: Chief Financial Officer, Financial Bureau	



**State of California**  
**Department of Alcoholic Beverage Control**  
*Alcohol Policing Partnership Program*

**PROPOSAL COVER SHEET**  
 (TO BE COMPLETED BY APPLICANT AGENCY)

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<b>A. Project Director (person having day-to-day responsibility for the project)</b>	<b>B. Chief of Police or Sheriff (authorizing official)</b>
Name: Keith Mortensen Address: 400 West Broadway, Long Beach Ca. <input type="checkbox"/> Phone: (562) 570-5579 Fax: (562) 570-7776 Email Address: keith.mortensen@longbeach.gov Signature:	Name: Robert G. Luna Address: 400 West Broadway, Long Beach Ca. <input type="checkbox"/> Phone: (562) 570-7301 Fax: (562) 570-7114 Email Address: robert.luna@longbeach.gov Signature:  A. COP
Title: Sergeant, Vice Investigations	Title: Chief Of Police
<b>C. Fiscal or Accounting Official</b>	<b>D. ABC USE ONLY</b>
Name: Julissa Jose-Murray Address: 400 West Broadway, Long Beach Ca. <input type="checkbox"/> Phone: (562) 570-7447 Fax: (562) 570-5833 Email Address: julissa.jose-murray@longbeach.gov Signature:	<b>RECEIVED</b>  <b>MAR 12 2021</b>  Dept. of Alcoholic Beverage Control Grant Unit
Title: Chief Financial Officer, Financial Bureau	

## EXHIBIT A Scope of Work

### **1. SUMMARY**

#### **Agency Description:**

The Long Beach Police Department (LBPd) 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 800 sworn officers and 389 civilians. The members of LBPd are a team of dedicated public servants 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 LBPd is comprised of five bureaus: Patrol, Investigations, Support, Financial and Administration, and organized into four patrol divisions: North, South, East and West.

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 462,600 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%).

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. 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.

As the State of California, the County of Los Angeles and the City of Long Beach pandemic regulations become less restrictive, it is once more becoming a popular destination for young people from throughout the region. With new state, county and municipal rules and policies, some if not all, establishments have developed resourceful and creative ways to sell and consume alcohol on and off the premise. 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.

**Funding Requested:** \$100,000

#### **Goals and Objectives:**

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 11 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 the ABC 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.

## EXHIBIT A Scope of Work

### **Number of ABC Licensed Locations:**

There are 1,101 alcohol licensed premises within the City of Long Beach (746 on-sale, 312 off-sale and 43 non-retail type). The City has seen a 14% increase in licenses since 2018. The City is growing at a rapid rate with new developments pouring in consisting of new housing units, new hotel rooms, and millions of square feet of new commercial, industrial, and municipal space.

### **2. PROBLEM STATEMENT:**

Weekend nightlife in the Downtown area of Long Beach and 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 LPBD spends a large amount of time and resources policing a growing number of habitual and obviously intoxicated individuals who are experiencing homelessness in the entertainment areas of the City.

As the Covid-19 pandemic continues to evolve, 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 included homicide, aggravated assaults, robbery, and sexual assaults. Other calls for service included intoxicated patrons, generating verbal and physical disturbances, such as 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 LPBD has resulted in some of these businesses having their alcohol license suspended, revoked, or paid a fine in lieu of suspension.

The LPBD regularly provides training to employees of licensed establishments to assist them in voluntarily achieving and maintaining compliance with the law and ABC regulations. The LPBD has successfully conducted 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 communication between employees of licensed establishments and the police department.

Both the Los Angeles County District Attorney's Office and the Long Beach City Prosecutor's 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. In December 2019, LPBD and ABC arrested a female liquor store clerk for furnishing alcohol to a minor resulting in great bodily harm. This was due to an incident that occurred on October 31, 2019, where a male subject (underage) was illegally furnished alcohol at a liquor store in the City of Long Beach. The 20-year-old subject was later arrested for gross vehicular manslaughter and driving under the influence after fatally striking three pedestrians.



## EXHIBIT A Scope of Work

Immediately after the collision, the LBPD and ABC opened a Target Responsibility for Alcohol Connected Emergencies (TRACE) investigation to find the source of the alcohol that was consumed by the underage driver. On February 1, 2021 the California Department of Alcoholic Beverage Control (ABC) posted a 25-day Notice of Suspension at the liquor store involved in the illegal furnishing of alcohol to a minor. This is just one example of how the illegal furnishing of alcohol has negatively impacted the Long Beach community.

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 two DUI checkpoints throughout the City in 2020, there were still 233 DUI collisions, 91 DUI injury collisions, five fatal DUI collisions, and a total of 593 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 constraints due to Covid-19 and other unforeseen circumstances.

### **3. PROJECT DESCRIPTION**

This grant will fund 11 different enforcement operations within the City of Long Beach in 2021/2022, 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 first phase of the grant period will consist of educating, notifying, and familiarizing the detectives with the project and activities. At the discretion of ABC, the project director and his immediate supervisor will attend an ABC training session.

**Goal #1:** Conduct at least (6) 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 "IMPACT" inspections at ABC licensed establishments monthly. These operations will help to identify public nuisance problems in the community.

**Goal #3:** Host a minimum of (3) Licensee Education on Alcohol and Drugs (LEAD) training sessions for licensees and their employees. Emphasis will 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 LBPD 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 (4) TRAINING sessions on alcohol-related issues for LBPD personnel. The training will provide information specific to retail operating standards, the

## EXHIBIT A Scope of Work

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: Provide newly hired officers with a foundation of knowledge specific to problems with ABC licensed premises. Officers will be instructed to document all relative information as well as how to route alcohol related reports to the ABC Liaison Detective.

Goal #8: Participate in the Statewide Shoulder Tap Operation.

Goal #9: Complete (3) News releases to publicize the grant activity.

Goal #10: Educate the public on its responsibilities related to ABC laws. Education will take place through community events, and community meetings. Participate in (3) 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 #11: Conduct a minimum of (5) 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.

#### **4. PROJECT PERSONNEL**

The Investigations Bureau, Special Investigations Division will be responsible for the grant. The staff consists of two sergeants (Keith Mortensen and Timothy Everts), one administrative detective (Jose Gonzalez), and six 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 18 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.

Sergeant Mortensen 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 over 1,000 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.

The Long Beach Police Department continues to work under a 2016 Memorandum of Understanding (MOU) with ABC, stating LBPDP 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. Combating 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.

**EXHIBIT B  
Budget Detail**

<b>BUDGET CATEGORY AND LINE-ITEM DETAIL</b>	<b>COST</b>
<b>A. Personnel Services</b> (list hourly rates and benefit %)	(Round budget amounts to nearest dollar)
A.1 Straight Time	\$ 21,523.00
A.2 Overtime Sergeant overtime est: 190 Hours at \$113.28/Hour Detective overtime est: 768 at \$92.52/Hour	\$ 71,055.00
A.3 Benefits 1.45% for Medicare (Employee benefits est)	\$ 1,342.00
<b>TOTAL PERSONNEL SERVICES</b>	<b>\$ 93,920.00</b>
<b>B. Operating Expenses (maximum \$2,500)</b>	
*Proof of payment will be required Undercover Buy Money	\$ 800.00
<b>TOTAL OPERATING EXPENSES</b>	<b>\$ 800.00</b>
<b>C. Equipment (maximum \$2,500)</b>	
*Receipts will be required	\$ 2,000.00
Laptop Computer PPE Equipment and Operational Tools	\$ 800.00
<b>TOTAL EQUIPMENT</b>	<b>\$ 2,800.00</b>
<b>D. Travel Expense/Registration Fees (maximum \$2,500)</b>	
*Registration fee for July 2021 APP Conference attendee is \$325 each	
1 Sergeant and 1 detective- July Conference at \$325 each	\$ 650.00
1 Sergeant and 1 detective- Travel, meals and lodging at \$915 each	\$ 1,830.00
<b>TOTAL TRAVEL EXPENSE</b>	<b>\$ 2,480.00</b>
<b>TOTAL BUDGET DETAIL COST, ALL CATEGORIES</b>	<b>\$ 100,000.00</b>

## 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.

*\*Round all budget amounts to the nearest dollar—No Cents*

BUDGET CATEGORY	GRANT FUNDS	OTHER FUNDS	PROGRAM TOTAL
Personnel Services	\$ 93,920.00		\$ 93,920.00
Operating Expense	\$ 800.00		\$ 800.00
Travel/Registration Fees	\$ 2,480.00		\$ 2,480.00
Equipment	\$ 2,800.00		\$ 2,800.00
<b>TOTALS</b>	<b>\$ 100,000.00</b>	<b>\$ 0.00</b>	<b>\$ 100,000.00</b>

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