

AGREEMENT NUMBER

18G-LA26

REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

DEPARTMENT OF ALCOHOLIC BEVERAGE CONTROL

CONTRACTOR'S NAME

City of Manhattan Beach through the Manhattan Beach Police Department

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

3. The maximum amount of this Agreement is: \$ 71,923

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work 4 page(s)

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

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

Check mark one item below as Exhibit D:



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

1 page(s)



Exhibit - D* Special Terms and Conditions

Exhibit E – Additional Provisions

page(s)

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.
These documents can be viewed at www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

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

City of Manhattan Beach through the Manhattan Beach Police Department

BY (Authorized Signature)



DATE SIGNED(Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Derrick Abell, Chief

ADDRESS

420 15th Street
Manhattan Beach, CA 90266

STATE OF CALIFORNIA

AGENCY NAME

Department of Alcoholic Beverage Control

BY (Authorized Signature)



DATE SIGNED(Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Patty Nelson, Chief, Business Management Branch

ADDRESS

3927 Lennane Drive, Suite 100, Sacramento CA 95834

**California Department of General
Services Use Only**

☒ Exempt per: SCM 4.04.(A)(3)

SCOPE OF WORK

1.) Summary

a.) Agency Description:

The City of Manhattan Beach is located 20 miles south west of Los Angeles on the southern end of the Santa Monica Bay. The Manhattan Beach Police Department was established on December 7th, 1912. The Department is led by Chief Derrick Abell, along with two captains, four lieutenants and 11 sergeants. The Department is authorized 65 sworn officers and 42 civilians. The Department is divided into two divisions, field operations and administration, with each captain having responsibility for a division. The Field Operations Division includes Patrol, Traffic, Parking Enforcement, Animal Control, K-9, SWAT, ABC Enforcement and the Reserve Officer Program. The Administrative Services Division includes Human Resources, Personnel and Training, Crime Prevention, Investigations, Jail Operations, Property and Evidence, Communications, Technical Services and School Resource Officers. The Department provides services to a resident population of over 35,000. The Department patrols 3.88 square miles, 2.1 miles of beach front, 40 acres of recreational beach area, 48 acres of park land and 120 miles of paved streets.

The City of Hermosa Beach borders Manhattan Beach to the south, approximately 22 miles south west of downtown Los Angeles. The City was incorporated on January 14th, 1907. The Hermosa Beach Police Department is led by Chief Sharon Papa, along with one captain, two lieutenants and seven sergeants. The Department is divided into two divisions, operation and administration, each headed by a lieutenant. The Operations Division consists of Patrol, Traffic, ABC Enforcement, Parking Enforcement and Animal Control. The Administration Division consists of Investigations, Records, Jail Operations, Property and Evidence. The Hermosa Beach Police Department provides public safety to a residential population of over 19,500. The Department patrols 1.43 square miles, with 1.5 linear miles of beach front.

The City of El Segundo borders Manhattan Beach to the north and the Los Angeles International Airport to the south. On January 18th, 1917, the city of El Segundo was incorporated. The El Segundo Police Department is led by Chief Bill Whalen, along with two captains, six lieutenants and 11 sergeants. The Department is authorized 69 sworn officers and 36 civilian employees. The Department is divided into two bureaus, field operations and administration services, with each captain having responsibility for a bureau. The Field Operations Bureau includes Patrol, Traffic, Investigations, SWAT, K-9, Jail Operations, ABC Enforcement, property and evidence and the Field Training Program. The Administration Services Bureau includes Support Services, Professional Standards and Communications. The Department provides service to a resident population of over 16,500. The Department patrols 5.5 square miles of mixed residential and industrial area, including 1.4 miles of beach front.

b.) Funding Requested:

The Manhattan Beach, Hermosa Beach and El Segundo Police Departments request the amount of \$71,923.00 to enhance their current levels of enforcement and education regarding ABC licensed establishments, problems associated with alcohol sales and consumption that affect quality of life issues in our communities and to address the abundant availability of alcohol to minors.

c.) Goals and Objectives:

The Manhattan Beach, Hermosa Beach and El Segundo Police Departments are committed to enhancing their current levels of enforcement and education regarding ABC licensed establishments and problems associated with alcohol sales. Working together with ABC investigators, Manhattan Beach, Hermosa Beach and El Segundo police officers will identify and target problematic establishments and will participate in sting

Exhibit A

operations; conduct IMPACT inspections, LEAD training, conduct party prevention deployments and train officers from each department on ABC enforcement tactics, strategies and administrative accusation processes. The Departments will work together to improve the public's awareness of ABC rules, regulations and enforcement activities by conducting presentations at parent meetings at the high schools and submitting press releases that support the efforts of the Grant Program as well as submit articles and notices of events to the press, related to the program and community education objectives and we will engage the media in the program. The progress will be reported to ABC on a monthly basis.

The Manhattan Beach, Hermosa Beach and El Segundo Police Departments have a value system in place that is dedicated to providing the finest police services to residents and visitors in their respective communities. The members of these Departments are dedicated to ensuring the safety of their citizens and protect the quality of life that exists in our communities. This project has the full support and commitment of all three Police Chiefs and the members of their Departments. Additionally, these agencies will also involve community groups including but not limited to the Manhattan Beach and El Segundo Unified School Districts Drug Task Force and the South Bay Coalitions, which include youth as part of the governing board, Town Hall Meetings and Neighborhood Watch Programs.

We believe that the ABC licensed establishments, the communities of the involved agencies and surrounding communities would benefit greatly from being educated about ABC rules and regulations. Subsequent enforcement will reduce the availability of alcohol to minors, reduce over service to intoxicated subjects and will reduce the number of alcohol related problems.

d.) Number of ABC Licensed Locations:

These three cities have 319 establishments licensed to sell alcoholic beverages and they continue to receive applications for additional ABC licenses.

2.) Problem Statement

Together, the Manhattan Beach, Hermosa Beach and El Segundo Police Departments provide public safety to a population of over 71,000 residing in approximately 10.81 square miles. These three cities are home to several large malls that include popular bars and restaurants. Together, these cities have established a reputation as having a vibrant and thriving social scene. These cities have a mixed use of residential, commercial and industrial zones that include bars, restaurants and taverns which create a high number of complaints against ABC licensed establishments. Each city boasts a downtown area that is home to numerous bars and nightclubs, all located within blocks of each other on pedestrian friendly walks, adjacent to the beach. Thousands of people descend on these cities nightly to partake in the active night life that has grown very popular among young adults. In 2017, the Manhattan Beach, Hermosa Beach and El Segundo Police Departments responded to over 75,000 calls for service and officers initiated over 60,000 contacts. Many of these calls and contacts were alcohol related. In 2017, these departments arrested 298 adults and 10 juveniles for DUI and arrested 451 adults, 20 juveniles for public intoxication. These Departments also cited 127 adults and 38 minors related to alcohol possession violations and initiated 13 administrative accusations processes for furnishing alcohol to minors.

These three cities are home to upscale shopping and dining districts, and beaches that host a wide variety of popular events that attract large crowds, including Professional Volleyball Tournaments, the International Surf Festival, the Manhattan Beach Open Volleyball Tournament, The Hermosa Beach 30th Street Iron Man Competition and a Grand Prix bike race. These events increase the population in each city to over 150,000 people. Several of the bars have become popular to underage students from nearby colleges such as Loyola Marymount University, University of Southern California and University of Southern California Los Angeles and several local community colleges. Several residents have complained about party bus excursions sponsored

Exhibit A

by the local bars in where a bus will pick up students at a college and drop them off in the area to patronize the bars with no consideration to the residential area. Many students have been caught using false/counterfeit identification cards while attempting to purchase alcoholic beverages or gain entry into the various night clubs and attend events such as the described party bus excursions or pub crawls. Violators are primarily young adults who have developed a reputation for prolific alcohol consumption. The active night life has drawn the attention of underage adults and juveniles. Recently, several bars in each city have generated additional calls for service. On several occasions, mutual aid from surrounding agencies was required to assist in quelling disturbances. Officers who have responded to the establishments indicated that there is inadequate supervision for the large crowds and the establishments often serve alcoholic beverages irresponsibly. When the management or owners of these establishments were made aware of the problems at their businesses, many show little or no effort to reduce the problems. During summer months, spring and winter breaks, a large number of minors flock to these cities looking for entertainment in the downtown and pier areas. This influx of minors often culminates in underage drinking, resulting in complaints about public intoxication, vomiting, urinating in public, drinking after hours and disruptive behavior.

In 2017, these three agencies each investigated several rapes that were related to alcohol consumption at some of the ABC licensed establishments. Responding to these complaints requires an inordinate amount of police, fire and other city services that take away from community needs. Unfortunately, the volume of alcohol related calls for service, such as public drunkenness, DUI related arrests and traffic collisions have a tremendous impact on existing personnel. Surrounding agencies report that during their DUI arrests and traffic collision investigations the subjects involved indicated that they had been drinking alcoholic beverages in one of these three cities.

During the fiscal year of 2017/2018, Manhattan Beach, Hermosa Beach and El Segundo shared an ABC grant. During the grant period, these agencies saw a reduction in ABC related violations and an increase in compliance.

Currently, the Manhattan Beach and Hermosa Beach Police Department's cases are heard in the Southwest Division of the Los Angeles Superior Court and El Segundo Police Department's cases are heard in the Airport Division of the Los Angeles Superior Court. All three Police Departments have a close working relationship with the Office of The District Attorney and have a very good record of obtaining convictions on cases related to the types of crimes that ABC is targeting.

3.) Project Description

The following goals and objectives will be performed during the 12 months of this project by the Manhattan Beach, Hermosa Beach and El Segundo Police Departments:

- 1.) Train one sergeant from the Manhattan Beach Police Department and two officers from each Department on ABC enforcement tactics, strategies and administrative accusation processes.
- 2.) Personnel assigned will attend training presentations and conferences offered by ABC during the year.
- 3.) Continue the established close working relationship with the ABC District Office and Grant Assistance Program Coordinator.
- 4.) Identify and target problematic establishments in each city.
- 5.) Conduct three briefing/roll call training for officers in all three departments regarding the rules and regulations of the ABC Act.
- 6.) Prepare 9 press releases in cooperation with ABC, to announce the project, report on significant progress and activities, and engage the media in the program and sting operations.
- 7.) The School Resource Officers will make 2 presentations on ABC issues at the high schools and during parent meetings (one presentation at Mira Costa High School and one presentation at El

Segundo High School).

- 8.) Conduct 2 LEAD training seminars to include all three cities at the same time.
- 9.) Conduct 4 IMPACT inspections where officers will visit licensed establishments to insure compliance with ABC regulations.
- 10.) Conduct 2 Party Patrol and Dispersal Deployments to include all three cities at the same time.
- 11.) Conduct 2 TRAP Door Deployments
- 12.) Conduct 7 stings to include Minor Decoy and Shoulder Tap Stings.

4.) Project Personnel:

The Grant Assistance Program (GAP) will fall under the Field Operations Division of the Manhattan Beach Police Department. The staffing needed for each Department to carry out the grant goals and objectives will require one sergeant from the Manhattan Beach Police Department who will be responsible for the overall coordination, supervision of the operations and managing the grant. This sergeant will also participate in the operations, testify in court and in ABC administrative hearings and attend training offered by ABC during the year. Staffing will also require six officers (two from each agency) who will be responsible for attending training presentations offered by ABC during the year, carrying out the operations, court testimony and ABC hearings and public education.

Currently, the Manhattan Beach Police Department's ABC efforts are supervised by Sergeant Chris Vargas. Involved officers include officers from Patrol, Traffic, Detectives and School Resource Officers. These personnel have numerous years of experience in law enforcement, including ABC enforcement strategies.

Staffing will also include officers from the Hermosa Beach Police Department. Currently, the Hermosa Beach Police Department's ABC efforts are supervised by Sergeant Eric Cahalan. Assigned officers include Detectives, Traffic Officers and Community LEAD Officers. These personnel have numerous years of experience in law enforcement, including ABC enforcement strategies.

Staffing will also include officers from the El Segundo Police Department. Currently, the El Segundo Police Department's ABC enforcement efforts are supervised by Sergeant Ryan Danowitz. Assigned officers include Detectives, Patrol Officers, and Community LEAD Officers. These personnel have numerous years of experience in law enforcement, including ABC enforcement strategies.

The Manhattan Beach, Hermosa Beach and El Segundo Police Departments are requesting funding to assist with our ABC endeavors. With the funding support of the GAP grant, our goal to expand our present efforts in addressing alcohol related problems and successfully impacting the issues of alcohol sales to minors, service to intoxicated persons, and problem establishments will be accomplished within our cities using a variety of strategies that emphasize education and a strong enforcement effort.

BUDGET DETAIL

Exhibit B

BUDGET CATEGORY AND LINE-ITEM DETAIL	COST
A. Personnel Services (Straight Time Salaries, Overtime, and Benefits)	(Round budget amounts to nearest dollar)
One (1) Manhattan Beach Sergeant O/T @ 8 hrs per 15 deployments.	\$15,365.00
One (1) Manhattan Beach Officer O/T @ 8 hrs per 15 deployments.	\$11,898.00
Two (2) Hermosa Beach Officers O/T @ 8 hrs per 15 deployments.	\$18,593.00
Two (2) El Segundo Officers O/T @ 8 hrs per 15 deployments.	\$22,867.00
7 Stings + 4 IMPACT + 2 Party Patrol + 2 TRAP Door = 15 Deployments	
TOTAL PERSONNEL SERVICES	\$68,723.00
B. Operating Expenses (maximum \$2,500)	
Decoy Operating Expenses X 7 Deployments	\$700.00
TOTAL OPERATING EXPENSES	\$700.00
C. Equipment (maximum \$2,500)	
(Attach receipts for all equipment purchases to monthly billing invoice)	
TOTAL EQUIPMENT	
D. Travel Expense/Registration Fees (maximum \$2,500)	
(Registration fee for July 2018 GAP Conference attendee is \$325 each)	
Registration for July 2018 GAP Conference 2 attendees at \$325 each	\$650.00
Lodging/Airfare/Per Diem	\$1,850.00
TOTAL TRAVEL EXPENSE	\$2,500.00
TOTAL BUDGET DETAIL COST, ALL CATEGORIES	\$71,923.00

PAYMENT PROVISION

Exhibit B

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1. **INVOICING AND PAYMENT:** Payments of approved reimbursable costs (per Budget Detail attached) shall be in arrears and made via the State Controller's Office. Invoices shall be submitted in duplicate on a monthly basis in a format specified by the State. Failure to submit invoices and reports in the required format shall relieve the State from obligation of payment. Payments will be in arrears, within 30 days of Department acceptance of Contractor performance, pursuant to this agreement or receipt of an undisputed invoice, whichever occurs last. Nothing contained herein shall prohibit advance payments as authorized by Item 2100-101-3036, Budget Act, Statutes of 2018.
2. Revisions to the "Scope of Work" and the "Budget Detail" may be requested by a change request letter submitted by the Contractor. If approved by the State, the revised Grant Assistance Scope of Work and/or Budget Detail supersede and replace the previous documents bearing those names. No revision can exceed allotted amount as shown on Budget Detail. The total amount of the contract must remain unchanged.
3. Contractor agrees to refund to the State any amounts claimed for reimbursement and paid to Contractor which are later disallowed by the State after audit or inspection of records maintained by the Contractor.
4. Only the costs displayed in the "Budget Detail" are authorized for reimbursement by the State to Contractor under this agreement. Any other costs incurred by Contractor in the performance of this agreement are the sole responsibility of Contractor.
5. Title shall be reserved to the State for any State-furnished or State-financed property authorized by the State which is not fully consumed in the performance of this agreement. Contractor is responsible for the care, maintenance, repair, and protection of any such property. Inventory records shall be maintained by Contractor and submitted to the State upon request. All such property shall be returned to the State upon the expiration of this contract unless the State otherwise directs.
6. If travel is a reimbursable item, the reimbursement for necessary traveling expenses and per diem shall be at rates set in accordance with Department of Personnel Administration rates set for comparable classes of State employees. No travel outside of the State of California shall be authorized. No travel shall be authorized outside of the legal jurisdiction of Contractor without prior authorization by the State.

PAYMENT PROVISION

Exhibit B

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7. Prior authorization by the State in writing is required before Contractor will be reimbursed for any purchase order or subcontract exceeding \$2,500 for any articles, supplies, equipment, or services to be purchased by Contractor and claimed for reimbursement. Contractor must justify the necessity for the purchase and the reasonableness of the price or cost by submitting three competitive quotations or justifying the absence of bidding.
8. Prior approval by the State in writing is required for the location, costs, dates, agenda, instructors, instructional materials, and attendees at any reimbursable training seminar, workshop or conference, and over any reimbursable publicity or educational materials to be made available for distribution. Contractor is required to acknowledge the support of the State whenever publicizing the work under the contract in any media.
9. It is understood between the parties that this contract may have been written before ascertaining the availability of appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the contracts were executed after that determination was made.
10. **BUDGET CONTINGENCY CLAUSE** - It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.

If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

Special Terms and Conditions

1. Disputes: Any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the Director, Department of Alcoholic Beverage Control, or designee, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the Department shall be final and conclusive unless, within 30 days from the date of receipt of such copy, the Contractor mails or otherwise furnishes to the State a written appeal addressed to the Director, Department of Alcoholic Beverage Control. The decision of the Director of Alcoholic Beverage Control or his duly authorized representative for the determination of such appeals shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. In connection with any appeal proceeding under this clause, the contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, Contractor shall proceed diligently with the performance of the contract and in accordance with the decision of the State.
2. Termination Without Cause: Either party may terminate this agreement at any time for any reason upon ten (10) days written notice. No penalty shall accrue to either party because of contract termination.
3. Contract Validity: This contract is valid and enforceable only if adequate funds are appropriated in Item 2100-101-3036, Budget Act of 2018, for the purposes of this program.
4. Contractor Certifications: By signing this agreement, Contractor certifies compliance with the provisions of CCC 04/2017, Standard Contractor Certification Clauses. This document may be viewed at <http://www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx> .
5. If the State determines that the grant project is not achieving its goals and objectives on schedule, funding may be reduced by the State to reflect this lower level of project activity.