

**STANDARD AGREEMENT**

STD 213 (Rev. 03/2019)

AGREEMENT NUMBER

19G-LA10

PURCHASING AUTHORITY NUMBER (If Applicable)

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 Costa Mesa through the Costa Mesa Police Department

2. The term of this Agreement is:

START DATE

July 1, 2019

THROUGH END DATE

June 30, 2020

3. The maximum amount of this Agreement is:

\$59,741

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	4
Exhibit B	Budget Detail and Payment Provisions	3
Exhibit C*	General Terms and Conditions GTC 04/2017	04/2017
Exhibit D	Special Terms and Conditions	1

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 Costa Mesa through the Costa Mesa Police Department

CONTRACTOR BUSINESS ADDRESS

99 Fair Drive

CITY

Costa Mesa

STATE

CA

ZIP

92626

PRINTED NAME OF PERSON SIGNING

Robert N. Sharpnack

TITLE

Chief

CONTRACTOR AUTHORIZED SIGNATURE



DATE SIGNED

6/18/19

**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

Pattye Nelson

TITLE

Chief, Business Management Branch

CONTRACTING AGENCY AUTHORIZED SIGNATURE



DATE SIGNED

9/16/19

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

Scm 4.04

## SCOPE OF WORK

### **1) Summary**

**a) Agency Description:** The Costa Mesa Police Department is tasked with protecting life and property, while preserving the peace and practicing the philosophy of community-oriented policing. The department is comprised currently of 212 full-time positions, of which 136 are sworn and 76 are civilians, with various part-time positions to aid throughout the organizations.

The Costa Mesa Police Department is led by Chief Robert N. Sharpnack and is comprised of three divisions. The Administration Division is responsible for the department's overall direction and planning with input from other divisions; provides advice to the city manager and City Council on public safety issues; manages the department budget and financial planning; oversees the department's Volunteer Program and Citizens' Academy through the Crime Prevention Unit; supervises Costa Mesa Animal Control, coordinates press information distribution to the local media; and provides internal investigation services through the Professional Standards Unit.

The Field Operations Division is led by Captain Bryan Glass. It consists of more than 105 sworn officers and civilian employees. It is currently organized with one captain, three lieutenants, 14 sergeants, and 76 officers. Several specialized units within the Field Operations Division include the Traffic Bureau, Community Policing Unit, South Coast Plaza Unit, Reserve Program, Crime Prevention, Volunteer Program, and Park Rangers.

The Support Services Division is led by Captain Keith Davis. It is responsible for specialized investigations and provides essential logistical support services to the Police Department. The division consists of more than 90 sworn officer and civilian employees. Support Services is comprised of the following bureaus and units: Investigative Services Bureau (Investigations, Special Investigations Unit, Gang Unit, School Resource Officers, and Crime Scene Investigations), Records and Evidence Bureau, Telecommunications Bureau (Communications, Technical Services and Office of Emergency Management). Jail Operations is also included under the Support Services Division. The Costa Mesa Jail is operated by 11 jailers, and possesses the capacity to temporarily hold 32 inmates.

**b) City Background:** The City of Costa Mesa is located in central Orange County and encompasses 16.8 square miles. It is just one mile from the Pacific Coast, and is bordered by the cities of Santa Ana, Newport Beach, Huntington Beach, Fountain Valley, and Irvine. The City is approximately 37 miles southeast of Los Angeles, and 88 miles north of San Diego. Costa Mesa is accessible from the San Diego Freeway (I-405), the Costa Mesa Freeway (SR-55), and the Corona Del Mar Freeway (SR-73). The City of Costa Mesa is one of California's most eclectic and vibrant cities. The city is home to the Orange County Fairgrounds, South Coast Plaza, one of the nation's largest shopping centers, and the world-class Segerstrom Center for the Arts and South Coast Repertory Theater. The city's diverse dining scene has earned Costa Mesa the award from Rand/McNally and USA Today as being the best small town for restaurants west of the Mississippi River. Costa Mesa's creative scene has given rise to The Lab and The Camp, two counter-culture retail developments, and the SoCo Collection, a cutting edge, environmentally friendly shopping center.

**c) Demographics and Population:** The City of Costa Mesa has a population of approximately

## Exhibit A

### SCOPE OF WORK

110,000. The population density is 7,004.0 people per square mile. The racial makeup of Costa Mesa is 75,335 (68.5%) White (51.8% Non-Hispanic White), 1,640 (1.5%) African American, 686 (0.6%) Native American, 8,654 (7.9%) Asian, 527 (0.5%) Pacific Islander, 17,992 (16.4%) from other races, and 5,126 (4.7%) from two or more races. Hispanic or Latino of any race were 39,403 persons (35.8%).

The Census reported that 106,990 people (97.3% of the population) lived in households, 2,232 (2.0%) lived in non-institutionalized group quarters, and 738 (0.7%) were institutionalized.

There were 39,946 households, out of which 12,298 (30.8%) had children under the age of 18 living in them, 16,478 (41.3%) were opposite-sex married couples living together, 4,369 (10.9%) had a female householder with no husband present, 2,392 (6.0%) had a male householder with no wife present. There were 3,013 (7.5%) unmarried opposite-sex partnerships, and 281 (0.7%) same-sex married couples or partnerships. 10,963 households (27.4%) were made up of individuals and 2,775 (6.9%) had someone living alone who was 65 years of age or older. The average household size was 2.68. There were 23,239 families (58.2% of all households); the average family size was 3.30.

The population was spread out with 23,682 people (21.5%) under the age of 18, 12,847 people (11.7%) aged 18 to 24, 38,211 people (34.7%) aged 25 to 44, 25,106 people (22.8%) aged 45 to 64, and 10,114 people (9.2%) who were 65 years of age or older. The median age was 33.6 years. For every 100 females there were 103.7 males. For every 100 females age 18 and over, there were 102.7 males.

There were 42,120 housing units at an average density of 2,682.9 per square mile of which 15,799 (39.6%) were owner-occupied, and 24,147 (60.4%) were occupied by renters. The homeowner vacancy rate was 1.2%; the rental vacancy rate was 5.9%. 42,517 people (38.7% of the population) lived in owner-occupied housing units and 64,473 people (58.6%) lived in rental housing units.

The City of Costa Mesa has a median household income of \$66,491, with 15.1% of the population living below the poverty line.

**d) ABC License Count:** There are currently 283 Active On-Sale Retail Licenses, 112 Active Off-Sale Retail Licenses, and 19 Active Non-Retail Licenses in the City of Costa Mesa.

#### **2) Problem Statement**

Over the years, the Costa Mesa Police Department has worked diligently to reduce the number of alcohol related problems and improve the quality of life in the community. Despite the education and preventative work we have conducted each year, we continue to experience these alcohol related problems.

Due to alcohol consumption and obvious intoxication, there have been many alcohol related crimes such as driving under the influence (DUI), public intoxication, drinking in public, and possession of open containers. In 2018, the Costa Mesa Police Department made 475 DUI arrests, 418 public intoxication arrests, and issued 551 drinking in public/possession of open container citations.

### **SCOPE OF WORK**

Our Department has a strong community based policing philosophy with an emphasis on alcohol related enforcement. In 2018, officers made 475 DUI arrests and several of our officers qualified to receive the MADD Award. In addition to the alcohol related enforcement, several DUI checkpoints were coordinated in 2018, utilizing grant funds from the California State Office of Traffic Safety. Furthermore, our Department reintroduced the DUI Enforcement Team for 2019 with two officers assigned to specifically enforce DUIs.

In 2017, the Community Policing Unit worked with ABC on a case at an Off-Sale Retail Licensed establishment (88 Liquor Store located at 586 W. 19<sup>th</sup> St.). There were illegal gaming machines (slot machines) and patrons were allowed to consume alcoholic beverages on premise. Several citations were issued, the slot machines were seized, and the license for the establishment was suspended for 14 days. Since 2017, the Community Policing Unit has conducted four ABC related enforcement operations such as Shoulder Tap and Minor Decoy resulting in 17 arrests, of which 15 were filed by the Orange County District Attorney's Office. Our latest Shoulder Tap operation was on 03/09/2019, which resulted in seven arrests.

The Community Policing Unit as well as ABC have identified numerous licensed establishments which generate alcohol related violations both criminal and administrative. Licensed establishments such as Time Nightclub (1875 Newport Boulevard #B245), the Goat Hill Tavern (1830 Newport Boulevard), The Mansion (841 Baker Street), Mesa (725 Baker Street), and Sunshine Liquor (724 West 19<sup>th</sup> Street), to name a few, have consistently and perpetually drawn a large amount of resources from the Costa Mesa Police Department (CMPD). The CMPD has responded to, and conducted investigations at or related to these locations to include attempted murders, robberies, drive-by shootings, gang-related assaults, felony and misdemeanor assaults, domestic violence incidents, driving under the influence incidents, and traffic collisions of all severities. The CMPD also receives complaints from residents in the surrounding areas related to patrons urinating/defecating in public, vandalizing property, and causing disturbances. Calls for service at these locations require responses from multiple officers to ensure the safety of all.

Utilizing the grant funds, we plan to address quality of life issues associated with alcohol, reduce the number of alcohol related crimes in our community, and to educate the public. The Costa Mesa Police Department will use grant funds for the following: to educate local licensed establishments, Costa Mesa Police personnel, and the public through LEADS classes, briefing trainings, press releases, and social media posts; and to conduct enforcement operations in uniform and plain clothes capacities such as Minor Decoy, Shoulder Tap, Trap Door, and Retail Operating Standard Task Force operations

### **3) Project Description**

The following are the goals and objectives will be performed by the Costa Mesa Police Department during the 12 months of this project:

1. The Costa Mesa Police Department will send (1) supervisor and (1) officer to the GAP Conference offered by ABC.
2. The Costa Mesa Police Department will host (2) LEAD class trainings to educate the city's

## SCOPE OF WORK

ABC Licensed Establishments regarding criminal and administrative ABC regulations.

3. The Costa Mesa Police Department will hold briefing trainings for every shift for each deployment period, for a total of 18 training sessions, to educate all sworn personnel regarding ABC policies, administrative regulations, and criminal violations.
4. The Costa Mesa Police Department will conduct (2) IMPACT Inspection operations and visit ABC licensed establishments to ensure compliance with ABC regulations, both criminally and administratively.
5. The Costa Mesa Police Department will conduct (3) Minor Decoy.
6. The Costa Mesa Police Department will conduct (3) Shoulder Tap operations.
7. The Costa Mesa Police Department will conduct (2) Trap Door operations.
8. The Costa Mesa Police Department will conduct (2) General Undercover operations.
9. The Costa Mesa Police Department will conduct (7) Special Event operations.
10. The Costa Mesa Police Department will work diligently to expand upon its relationship with the ABC District Office, ABC Agents, and the APP Coordinator and will continue to foster a positive and professional working relationship.
11. The Costa Mesa Police Department will distribute press releases and post on social media platforms the results of their operations to educate and deter the public on alcohol-related offenses.
12. The Costa Mesa Police Department met with Assistant District Attorney Susan Price, who designated Deputy District Attorney Evelyn Vasquez to file any future ABC related cases.

**Project Personnel:** The Community Policing Unit of the Field Operations Division consists of a Commander (Lieutenant), a full-time sworn Police Supervisor (Sergeant) and three full-time sworn Police Officers. Lieutenant Beckman has served 24 years, in a variety of assignments, including as the Investigative Services Bureau Commander, Gang Sergeant, Professional Standards Sergeant and Lieutenant. He is currently the Area One Commander with oversight of the Community Policing Unit. Sergeant Dieball has served 25 years in a variety of assignments, including South Coast Plaza Detail, Detective Bureau, and as the Administrative Sergeant with oversight of the Field Training Program. Sergeant Dieball is currently the Community Policing Unit Sergeant, and will provide management oversight of all grant functions.

Officer Hernandez has served four years working patrol and the last two years in the Community Policing Unit. He has organized several successful ABC related operations including Shoulder Tap and Minor Decoy operations. He will be responsible for the day-to-day organization and planning. Officer T. Jones has served five years, working as a Patrol Officer and at his current assignment with the Community Policing Unit. Officer Jones has collaborated with ABC agents to investigate illegal gambling operations at establishments primarily focused on selling of alcohol products. Officer Richie has served three years working patrol and at his current assignment with the Community Policing Unit. The Community Policing Unit will be supplemented by members of the Patrol Division as needed. The Community Policing Unit and Patrol will remain in continuous communication and maintain fluid dialogue regarding ABC related problems that may arise during the 2019-2020 Alcohol Policing Partnership (APP) grant.

**BUDGET DETAIL**

**Exhibit B**

<b>BUDGET CATEGORY AND LINE-ITEM DETAIL</b>	<b>COST</b>
<b>A. Personnel Services (Straight Time Salaries, Overtime, and Benefits)</b>	<b>(Round budget amounts to nearest dollar)</b>
<b>A.1 Straight Time:</b> Sergeant \$65.94/hour, Officer \$54.09/hour	
<b>A.2 Overtime:</b> Sergeant - \$98.91/hour x 107 hours Officer - \$81.13/hour x 428 hours	\$10,583 \$34,723
<b>A.3 Benefits:</b> Calculated at 30% of straight time: Sergeant \$118.69/hour, Officer \$97.35/hour	\$9,060
<b>TOTAL PERSONNEL SERVICES</b>	\$54,366
<b>B. Operating Expenses (maximum \$2,500)</b>	
Undercover Operations "Buy Money"	\$500
<b>TOTAL OPERATING EXPENSES</b>	\$500
<b>C. Equipment (maximum \$2,500)</b>	
<b>(Attach receipts for all equipment purchases to monthly billing invoice)</b>	
1. USB Power Banks (3 at \$35 each)	\$105
2. Clip Lights (3 at \$30 each)	\$90
3. Black light for IDs	\$20
4. Police protective vests to ID plain clothes officers during operations (3 at \$720 each)	\$2,160
<b>TOTAL EQUIPMENT</b>	\$2,375
<b>D. Travel Expense/Registration Fees (maximum \$2,500)</b>	
<b>(Registration fee for July 2019 APP Conference attendee is \$325 each)</b>	
Registration fees for 2019 APP Conference	\$650
Travel Expenses, Per Diem, and Lodging	\$1,850
<b>TOTAL TRAVEL EXPENSE</b>	\$2,500
<b>TOTAL BUDGET DETAIL COST, ALL CATEGORIES</b>	\$59,741

## **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 2019.
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 2019, 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.