

## **EXHIBIT A SCOPE OF WORK**

### **I. SCOPE OF WORK**

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

### **II. GOALS AND OBJECTIVES**

1. Conduct at least six (6) Minor Decoy operations.
2. Conduct at least two (2) IMPACT operations.
3. Conduct at least four (4) Shoulder Tap operations.
4. Conduct at least two (2) General enforcement operations.

5. Conduct at least one (1) LEAD training.
6. Conduct at least four (4) Roll Call trainings.
7. Conduct at least one (1) Town Hall meeting with on-sale licensees.
8. Provide at least two (2) 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).
9. 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.
10. 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:

Capitola Police Department  
Sarah Ryan, Police Captain  
422 Capitola Avenue  
Capitola, CA 95010  
(831) 475-4242 ext. 239  
[sryan@ci.capitola.ca.us](mailto:sryan@ci.capitola.ca.us)

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:

Capitola Police Department  
Esmeralda Gonzalez, Analyst  
422 Capitola Avenue  
Capitola, CA 95010  
(831) 472-4242 ext 223  
[egonzalez@ci.capitola.ca.us](mailto:egonzalez@ci.capitola.ca.us)

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

## **EXHIBIT B BUDGET DETAIL AND PAYMENT PROVISIONS**

### **I. INVOICING AND PAYMENT**

- For services satisfactorily rendered and upon receipt and approval of the invoice, the Department of Alcoholic Beverage Control agrees to pay a monthly payment of approved reimbursable costs per the Budget Detail of personnel overtime and benefits (actual cost) and/or allowable costs.
- Invoices shall clearly reference this contract number (22-APP04) and must not exceed the contract total authorized amount of \$19,305.00. Invoices are to be submitted by the 15<sup>th</sup> of every month, on the prescribed form designed by the Department of Alcoholic Beverage Control.

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

- Payment shall be made in arrears within 30 days from the receipt of an undisputed invoice. Nothing contained herein shall prohibit advance payments as authorized by Item 2100-101-3036, Budget Act, Statutes of 2022.
- Contractor understands in order to be eligible for reimbursement; cost must be incurred on or after the effective date of the project, July 1, 2022 and on or before the project termination date, June 30, 2023.
- Revisions to the "Scope of Work" and the "Budget Detail" may be requested by a change request letter submitted by the Contractor. If approved, the revised Grant Scope of Work and/or Budget Detail supersedes and replaces the previous grant and will initiate an amendment. No revisions can exceed allotted amount as shown on the Budget Detail. The total amount of the grant must remain unchanged.
- Contractor agrees to refund to the State any amounts claimed for reimbursement and paid to Contractor which are later disallowed by the State after audit or inspection of records maintained by the Contractor.
- Only the costs displayed in the Budget Detail are authorized for reimbursement by the State to Contractor under this agreement. Any other costs incurred by Contractor in the performance of this agreement are the sole responsibility of Contractor.
- Title shall be reserved to the State for any State-furnished or State-financed property authorized by the State which is not fully consumed in the performance of this agreement. Contractor is responsible for the care, maintenance, repair, and protection of any such property. Inventory records shall be maintained by Contractor and submitted to the State upon request. All such property shall be returned to the State upon the expiration of this grant unless the State otherwise directs.
- Prior approval by the State in writing is required for the location, costs, dates, agenda, instructors, instructional materials, and attendees at any reimbursable training seminar, workshop or conference, and over any reimbursable publicity or educational materials to be made available for distribution. Contractor is required to acknowledge the support of the State whenever publicizing the work under this grant in any media.

**II. BUDGET DETAIL**

<b>COST CATEGORY</b>	<b>TOTAL COST</b>
<b>A. Personnel Services</b>	
<u>Overtime</u>	
Sergeants (\$96.64/hour)	\$6,958.00
Police Officers (\$78.90/hour)	\$7,575.00
Benefits (estimated @ 30%)	\$4,772.00
<b>TOTAL Personnel</b>	<b>\$19,305.00</b>
<b>B. Operating Expenses (receipts required)</b>	
n/a	\$0.00
<b>TOTAL Operating</b>	<b>\$0.00</b>
<b>C. Equipment (receipts required, must be purchased by 12/31)</b>	
n/a	\$0.00
<b>TOTAL Equipment</b>	<b>\$0.00</b>
<b>D. Travel Costs</b>	
n/a	\$0.00
<b>TOTAL Travel</b>	<b>\$0.00</b>
<b>GRANT TOTAL</b>	<b>\$19,305.00</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.

### **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 2022, for the purposes of this program.
4. **Contractor Certifications:** By signing this agreement, Contractor certifies compliance with the provisions of CCC 04/2017, Standard Contractor Certification Clauses. This document may be viewed at: <https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language>
5. If the State determines that the grant project is not achieving its goals and objectives on schedule, funding may be reduced by the State to reflect this lower level of project activity and/or cancel the agreement.



# STATE OF CALIFORNIA

## Department of Alcoholic Beverage Control

### Alcohol Policing Partnership Program

### PROPOSAL COVER SHEET

(TO BE COMPLETED BY APPLICANT AGENCY)

<b>1. Name of Applicant Agency:</b> Capitola Police Department	
<b>2. Description of Applicant Agency:</b> <i>Provide your city or county jurisdiction, and include population data, relevant demographic, and socio-economic characteristics of the community.</i> The City of Capitola is an incorporated seaside community located in the county of Santa Cruz. The residential population is approximately 10,100 with an average household income of \$71,000.00. During the summer Capitola's daily transient population will triple and during special events it can quadruple. This increase is due to our location being a tourism area where numerous bars and restaurants exist. Capitola is a general law city governed by a city council and a city manager to administer requisite day to day functions. The city maintains its own police department consisting of 22 sworn officers.	
<b>3. Number of licenses in Project Area:</b> 78	<b>4. Tax ID:</b> 946002834
<b>5. Funds Requested:</b> \$19,304.88	<b>6. Project Period:</b> July 1, 2022 – June 30, 2023
<b>7. Acceptance of Conditions:</b> <i>By submitting this proposal, the applicant signifies acceptance of the responsibility to comply with all requirements stated in the Request for Proposals. The applicant understands that ABC is not obligated to fund the project until the applicant submits correctly completed documents required for the contract.</i>	
<b>A. Project Director</b> <i>Person Having Day-To-Day Responsibility for the Project</i>	<b>B. Chief of Police or Sheriff</b> <i>Authorizing Official</i>
Name: Sarah Ryan Address: 422 Capitola Avenue , Capitola, CA 95010  Phone: 831-475-4242 ext. 239 Email Address: sryan@ci.capitola.ca.us Title: Police Captain	Name: Andrew Dally Address: 422 Capitola Avenue, Capitola, CA 95010  Phone: 831-475-4242 ext 238 Email Address: adally@ci.capitola.ca.us Title: Chief of Police
Signature:	Signature:
<b>C. Fiscal or Accounting Official</b>	<b>D. ABC USE ONLY</b>
Name: Esmeralda Gonzalez Address: 422 Capitola Avenue, Capitola, CA 95010  Phone: 831-472-4242 ext. 223 Email Address: egonzalez@ci.capitola.ca.us Title: Analyst	
Signature:	

## SCOPE OF WORK

### Summary

The Capitola Police Department has 22 sworn positions, which include one Police Chief, one Police Captain, five Sergeants, thirteen Patrol Officers and two Detectives. One sergeant will supervise this grant project. The Capitola Police Department has worked with ABC numerous times in the past in various programs including GAP, Avoid the Nine, DUI Enforcement and L.E.A.D. training. All cases involving alcohol sales to minors are forwarded to the ABC Salinas District Office. The Capitola Police Department works with the District Attorney's Office, Juvenile Probation and ABC, and all agencies will be included in the enforcement of this grant. There are 78 ABC licensees in the City of Capitola with more applications in progress.

The budget proposed by the Capitola Police Department contains an allocation for salary at the prevailing overtime rate (1.5 times regular hourly rate at the time of operation). Overtime hourly rates have been provided to staff one sergeant, to provide operational supervision, and one or two police officers, depending on the nature of the operation. Employee benefits will be paid by the City of Capitola as in-kind funding. The total for salary cost of this program will not exceed \$19,304.88. This amount will pay for twelve different operations for the duration of the grant. We are not requesting travel expenses or equipment.

### Project Personnel

The Capitola Police Department will deploy Patrol Division staff to conduct ABC operations. The supervising sergeant will manage the program and assign officers to conduct enforcement for the twelve proposed operations. The assigned sergeant will also be our liaison for alcohol related compliance throughout the city. For the twelve operations, two police officers will assist with enforcement to ensure officer safety and alleviate any possible burden to patrol, they will also take part in conducting arrests, case investigation and authoring reports. There will be approximately four volunteer Capitola Police Explorers who will act as minor decoys and who will take part in Shoulder Tap Operations. A sergeant is required to ensure operation orders are deployed for each operation, act as a liaison to ABC and will be required to facilitate the grant goals and objectives.

## SCOPE OF WORK

### Problem Statement

The City of Capitola has approximately 10,100 residents. The "Village" of Capitola has a strip of restaurants and bars, which cater to the tourist population. In the area of 41st Avenue, the city has the only enclosed shopping mall in the county and 41st Avenue is the most traveled roadway in the County of Santa Cruz with over 43,000 average daily trips recorded.

The City of Capitola incurs an influx of 30,000 to 50,000 tourists and shoppers a day, especially during the summer months. This increase puts a burden on the quality of life for the 10,100 residents and on the limited Capitola patrol staff. Many of these visitors are under the age of 21, looking to have a good time on the beach, often involving the consumption of alcoholic beverages.

There are 78 establishments within in the city limits that sell alcohol. These include on-sale bars in the "Village" of Capitola and off sale establishments. Alcohol is usually at least a contributing factor in most juvenile crimes and is almost always a factor in crimes arising in the "Village."

The busiest times for most licensed premises in the city are also the times of the day for increased calls for service for patrol officers. Officers receive an average of 17,000 calls for service per year. As we are moving out of the pandemic, we have noticed an increase in alcohol related crimes. Patrol officers spend the majority of their time responding to priority calls for service which decreases their available time to be spent on proactive alcohol enforcement. By implementing this program and having officers available on an overtime basis, increased enforcement of business and professions code violations can be achieved.

### Project Description *section 1 of 3*

The Capitola Police Department proposes an enforcement and education program for the purposes of this grant application to include additional L.E.A.D. training, Minor Decoy Operations, IMPACT Inspection Operations and Shoulder Tap Operations. The Capitola Police Department proposes to have six, four-hour Minor Decoy Operations (three "on-sale" and three "off-sale" operations), two IMPACT Inspection Operations and six Shoulder Tap Operations within a twelve-month period. In addition, Capitola Police Department proposes to conduct L.E.A.D. training for alcohol vendors, in-service training to new Capitola Police Officers and training to new Capitola Explorers in ABC related matters.

The purposed Alcohol Violation Enforcement Program grant will give the department the resources needed to effectively combat minors driving under the influence of alcohol, reduce the ability of minors to obtain alcohol in Capitola, reduce the ability of minors to frequent licensed premises, reduce juvenile and adult crime associated with alcohol, and to ensure compliance of licensed premises in the City of Capitola with the regulations of ABC. The training received by the Capitola Police Officers and Explorers will have a lasting effect on the community for years to come.

The initial phase of the twelve-month program will include necessary training, press releases and identifying problem locations through statistical data. Shoulder Tap Operations will commence in the busy months of July, August, and September. During the winter months, Minor Decoy Operations, IMPACT Inspection Operations and continued training will take place. During the spring and early summer months, L.E.A.D. training and Shoulder Tap Operations will be conducted. Throughout the entirety of the program, Capitola Police will work with ABC staff for enforcement and tracking.

## SCOPE OF WORK

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

ABC roll call training will be conducted with Capitola Police Officers as well. All data from these operations will be tracked, compiled, and compared to ensure grant objectives are completed. At the conclusion of the grant program, a press release will be sent to local media and a final report will be submitted to ABC.

Any ABC licensee premises that are found to be in violation of ABC laws and regulations will be evaluated to ensure on-going regulatory compliance. This method will allow the Capitola Police Department to identify and target non-compliant establishments.

# SCOPE OF WORK

**Project Description** *section 3 of 3*

## ALCOHOL POLICING PARTNERSHIP GRANT PROPOSAL BUDGET DETAIL

### A. Personnel Services

#### Salaries

	Classification/Positions	Computation	Total Cost
1	N/A		
2			
3			

SUBTOTAL \$ 0.00

#### Overtime

	Classification/Positions	Computation	Total Cost
1	Police Officer	78.90 per hour	\$ 3,787.20
2	Police Officer	78.90 per hour	\$ 3,787.20
3	Sergeant	96.64 per hour	\$ 6,958.08
4			
5			
6			

SUBTOTAL \$ 14,532.48

#### Benefits

	Classification/Positions	Computation	Total Cost
1	Police Officer	30.10 per hour	\$ 1,444.80
2	Police Officer	30.10 per hour	\$ 1,444.80
3	Sergeant	26.15 per hour	\$ 1,882.80
4			
5			

SUBTOTAL \$ 4,772.40

### B. Operating Expenses and Equipment

#### Operating Expenses \*

	Description	Computation	Total Cost
1	N/A		
2			

\* maximum of \$2,500.00

SUBTOTAL \$ 0.00

#### Equipment \*

	Description	Computation	Total Cost
1	N/A		
2			
3			

\* maximum of \$2,500.00

SUBTOTAL \$ 0.00

### C. Travel Expenses \*

	Description	Computation	Total Cost
1	N/A		
2			
3			
4			

SUBTOTAL \$ 0.00

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

**GRANT TOTAL** **\$ 19,304.88**



## OTHER FUNDING SOURCES

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

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

<b>Budget Category</b>	<b>Grant Funds</b>	<b>Other Funds</b>	<b>Program Total</b>
<b>A. Personnel Services</b>	19,304.88		19,304.88
<b>B. Operating Expense</b>			0.00
<b>C. Travel/Registration Fees</b>			0.00
<b>D. Equipment</b>			0.00
<b>TOTALS</b>	<b>\$ 19,304.88</b>	<b>\$ 0.00</b>	<b>\$ 19,304.88</b>

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