

## **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, 2023 through June 30, 2024.
  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 four (4) Minor Decoy operations.
2. Conduct at least one (1) Shoulder Tap operation, including the Statewide Shoulder Tap conducted by ABC.
3. Conduct at least four (4) IMPACT operations.

4. Conduct at least ten (10) General Enforcement high visibility special details at community events and/or high school events to limit youth access and maintain public order.
5. Conduct at least five (5) plain clothes general enforcement operations.
6. Conduct at least two (2) Undercover enforcement operations.
7. Conduct at least four (4) Briefing trainings.
8. Advertise at least one (1) LEAD/RBS training.
9. Provide press/social media 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).
10. 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.
11. 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:

Eureka Police Department  
Wayne Rabang, Detective Sergeant  
604 C Street  
Eureka, CA 95501  
(707) 441-4216  
[wrabang@eurekaca.gov](mailto:wrabang@eurekaca.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:

Eureka Police Department  
Lane Millar, Finance Director  
731 K Street  
Eureka, CA 95501  
(707) 441-4379  
[lmillar@eurekaca.gov](mailto:lmillar@eurekaca.gov)

Department of Alcoholic Beverage Control  
Kristine Okino, Grant Coordinator  
3927 Lennane Drive, Suite 100  
Sacramento, CA 95834  
[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 (23-APP15) and must not exceed the contract total authorized amount of \$41,023.00. 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  
   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 2023.
- Contractor understands in order to be eligible for reimbursement; cost must be incurred on or after the effective date of the project, July 1, 2023 and on or before the project termination date, June 30, 2024.
- 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>	
Officer (\$64.77/hour @ 254/hours)	\$16,452.00
Sergeant (\$78.67/hour @ 102/hours)	\$8,024.00
Benefits (1.45%)	\$12,047.00
<b>TOTAL Personnel</b>	<b>\$36,523.00</b>
<b>B. Operating Expenses (receipts required)</b>	
Buy Money	\$500.00
<b>TOTAL Operating</b>	<b>\$500.00</b>
<b>C. Equipment (receipts required, must be purchased by 12/31)</b>	
Raid Style Jackets (pre-approval required)	\$2,500.00
<b>TOTAL Equipment</b>	<b>\$2,500.00</b>
<b>D. Travel Costs</b>	
Hotel, per diem, registrations	\$1,500.00
<b>TOTAL Travel</b>	<b>\$1,500.00</b>
<b>GRANT TOTAL</b>	<b>\$41,023.00</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 2023, 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> Eureka Police Department	
<b>2. Description of Applicant Agency:</b> Provide your city or county jurisdiction, and include population data, and relevant demographic and socio-economic characteristics of the community. The Eureka Police Department serves some 26,998 residents and is the principle city and county seat for Humboldt County. The Greater Eureka population and day time population are both about 45,000. The city is located on U.S. Highway 101 on the shores of Humboldt Bay. Eureka is the largest coastal city between San Francisco and Portland. The police department is about fifty (50) sworn and thirty-eight (38) non-sworn. The department has Patrol, Criminal Investigations, Community Safety Engagement team, Schol Resources Units.	
<b>3. Number of licenses in Project Area:</b> 208	<b>4. Tax ID:</b> 94-6000328
<b>5. Funds Requested:</b> \$ 41,023.00	<b>6. Project Period:</b> July 1, 2023–June 30, 2024
<b>7. 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</b> Person with Day-To-Day Responsibility for the Project	<b>B. Sheriff or Chief of Police</b> Authorizing Official
Name: Wayne Rabang Address: 604 C Street Eureka, CA 95501  Phone: (707) 441-4216 Email Address: wrabang@eurekaca.gov Title: Detective Sergeant	Name: Todd Jarvis Address: 604 C Street Eureka, CA 95501  Phone: (707) 441-4084 Email Address: tjarvis@eurekaca.gov Title: Chief of Police
Signature:	Signature:
<b>C. Fiscal or Accounting Official</b>	<b>D. ABC USE ONLY</b>
Name: Lane Millar Address: 731 K Street Eureka, CA 95501  Phone: (707) 441-4379 Email Address: lmillar@eurekaca.gov Title: Finance Director	
Signature:	

## SCOPE OF WORK

### Summary

A) Eureka, California, located in Northern California, is the largest coastal city between San Francisco and Portland, Oregon. The Eureka Police Department, located in the City limits of Eureka, California, has a population of roughly 26,998 however as the county seat, that population almost doubles during the day. US Highway 101 runs through Eureka and becomes a surface street carrying thousands of vehicles/pedestrians per day. Eureka has the main services for the entire county such as several shopping malls, the Public Health Department, County Jail, Welfare Department, a major hospital, a fuel refinery, a secure mental health facility, lumber mills, and several major auto dealerships. These services bring a diverse group of people into Eureka. In addition, the City of Eureka hosts a number of large events that draw numerous people from all over the County to attend. These events include Arts Alive, Friday Night Market, Fourth of July Celebration, Summer Concert Series, and many other different music/food festivals that are open to both adults and minors. The Eureka City School District has 4 elementary schools, 2 middle schools and 2 high schools, with a total of about 4,000 students in attendance. Humboldt County has one community college, College of the Redwoods, located just outside the city limits. The neighboring city of Arcata is home to California State Polytechnic University Humboldt, with a student population of about 6,400, and growing. The EPD consists of a Chief of Police, an Assistant Chief, 2 Commanders, 8 Sgts, 24 patrol officers and 12 officers assigned to special assignment.

B) We are requesting \$41,023 to address various alcohol related issues in the city, including but not limited to, problem ABC locations, preventing youth access to alcohol, and educating licensees utilizing ABC's LEAD and IMPACT Programs.

C) There are 204 on-sale, off-sale and non-retail licenses in Eureka. (125 On-Sale, 53 Off-Sale and 26 non-retail.)

### Project Personnel

The Alcohol Policing Partnership (APP) program will fall under the Field Operations Division of the Eureka Police Department. The staffing needed to meet our grant goals and objectives will require one Sergeant from the department who will be responsible for the overall coordination and supervision of the operations and management of the grant. The department is budgeted for a Chief of Police, an Assistant Chief, 2 Commanders, 8 Sgts, 24 patrol officers and 12 officers assigned to special assignment.

Sergeant Wayne Rabang will oversee the coordination and supervision of the grant and will also be included in field operations, testifying in court, participating in any ABC administrative hearings and attending training offered by ABC during the year. Staffing for operations will require a minimum of two officers who will be responsible for carrying out the operations, testifying in court, testifying at ABC administrative hearings, and educating the public. For the upcoming grant year, Sergeant Wayne Rabang will closely manage and supervise all grant operations working in conjunction with the assigned ABC representative.

IMPACT inspections will include a minimum of two personnel and be for a duration of 4 to 6 hours. Minor Decoy or Shoulder Tap operations will include a minimum of two to four personnel and/or a Sergeant/OIC and be for a duration of 4 to 6 hours.

General Enforcement type operations will include two to four personnel for a duration of 4 to 6 hours, depending on the enforcement being conducted.

Plain clothes/Undercover Operations will include one to five personnel and a Sergeant/OIC for a duration of 4 to 6 hours depending on the enforcement being conducted.

## SCOPE OF WORK

### **Problem Statement**

The City of Eureka is plagued with multiple problems related to the sale and service of alcoholic beverages. These problems represent a large portion of calls for service and present our patrol officers with many difficulties on a daily basis. The large number of licensed establishments combined with a very large transient/vagrant population and a high number of minors living within the city, strain our department and community resources to no end. Officers respond to calls for public intoxication, open containers, parties involving intoxicated underage subjects, minors drinking alcohol during major public events, minors drinking after school in local parks, fights involving intoxicated subjects, DUI's and a variety of other alcohol related problems. Ultimately, the patrol personnel are not able to adequately address most of these problems without specific targeted enforcement.

With this grant, the Eureka Police Department would specifically target problems related to minors in possession of alcohol; furnishing or selling alcohol to minors; service of alcoholic beverages to obviously intoxicated persons; using the departments I.M.P.A.C.T. (Informed Merchants Preventing Alcohol-Related Tendencies) model of education/enforcement to address problem premises; and continue to ensure that licensed establishments are fulfilling the requirements of the Department of Alcoholic Beverage Control. We hope this specific enforcement will help reduce the total number of alcohol related calls for service within the city and increase community safety.

In 2022, officers have responded to over 800 calls for service where one or more persons were under the influence of alcohol, passed out on the sidewalk, openly possessing or consuming alcoholic beverages, or driving while under the influence.

In 2022, officers have arrested over 1,000 people for public intoxication, DUI and crimes related to being under the influence. Some of our local licensees can be attributed to much of the problem with continued service of these habitual offenders, even when they are "obviously intoxicated."

## SCOPE OF WORK

### **Project Description** section 1 of 2

The following goals and objectives will be implemented during the grant period by the department:

1. Issue initial press release announcing the grant and the partnership with ABC;
2. Sergeant Rabang (or designee) and one other Officer will attend the 2023/2024 APP Conference hosted by ABC the Alcohol Policing Partnership program;
3. Participate in ABC's Statewide Shoulder Tap Operation; and conduct at least one (1) additional Shoulder Tap Operation;
5. Conduct at least four (4) Minor Decoy Operations;
6. Conduct at least ten (10) high visibility special detail general enforcement operations at high school and/or community events to limit youth access to alcoholic beverages and maintain public order;
7. Conduct at least five (5) plain clothes general enforcement operations, (to include trap doors, party patrols, and general enforcement of ABC administrative and criminal statutes);
8. Conduct at least four (4) Briefing Trainings for Department Sworn Staff on topics related to making good administrative cases, restricting youth access to alcohol, and initiating TRACE response;
9. Conduct at least two (2) plain clothes/undercover enforcement operations focusing on disorderly premises, on/off-sale problems locations and/or community events (to include trap-doors, drunk decoys, narcotics/paraphernalia investigations, and/or stolen property/retail theft operations);
9. Conduct at least four (4) IMPACT Inspection Operations with a focus on educating ABC licensees;
10. Distribute to Licensees, an ABC approved flyer for the Department's online Licensee Education on Alcohol and Drugs (LEAD) and/or Responsible Beverage Service (RBS) training for licensees/beverage servers;
11. Assist other state and/or local agencies with special operations in regards to alcohol related events/operations, such as events like UC Berkeley's "Rush Week," Reggae on the River, Fourth of July Celebrations or similar events where preventing youth access to alcohol and/or maintaining safety of California citizens and visitors is paramount.
12. Purchase ten (10) Cover/Raid Jackets which can be used for plainclothes enforcement; to ensure Officers are within policy and are identifiable as Police Officers when taking enforcement action.

**SCOPE OF WORK**

**Project Description** section 2 of 2

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## SCOPE OF WORK

### Additional Information



## BUDGET DETAIL WORKSHEET

### A. Personnel Services

#### Salaries

	Classification/Positions	Computation	Total Cost
1	Officer	0 hours @ \$43.18	
2	Sergeant	0 hours @ \$64.77	
3			
SUBTOTAL			\$ 0

#### Overtime

	Classification/Positions	Computation	Total Cost
1	Officer	254 hours @ \$64.77	\$ 16,452
2	Sergeant	102 hours @ \$78.67	\$ 8,024
3			
4			
5			
6			
SUBTOTAL			\$ 24,476

#### Benefits

	Classification/Positions	Computation	Total Cost
1	Officer	254 hours @ \$32.95	\$ 8,369
2	Sergeant	102 hours @ \$36.06	\$ 3,678
3			
4			
5			
SUBTOTAL			\$ 12,047

### B. Operating Expenses and Equipment

#### Operating Expenses\*

	Description	Computation	Total Cost
1	Plain clothes/Raid Style Jackets	Ten Jackets x \$250 Each	\$ 2,500
2			
SUBTOTAL			\$ 2,500

#### Operating Expenses\*

	Description	Computation	Total Cost
1	Undercover Expenses/Decoy Funds		\$ 500
2			
3			
SUBTOTAL			\$ 500

### C. Travel Expenses \*

	Description	Computation	Total Cost
1	ABC Conference	Hotel/PerDiem	\$ 1,500
2			
3			
4			
SUBTOTAL			\$ 1,500

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

**GRANT TOTAL** **\$ 41,023**

## 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.

Budget Category	Grant Funds	Other Funds	Program Total
<b>A. Personnel Services</b>	\$ 36,523		\$ 36,523
<b>B. Operating Expense</b>	\$ 500		\$ 500
<b>C. Travel/Registration Fees</b>	\$ 2,500		\$ 2,500
<b>D. Equipment</b>	\$ 1,500		\$ 1,500
<b>TOTALS</b>	<b>\$ 41,023</b>	<b>\$ 0</b>	<b>\$ 41,023</b>

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

\*Disclaimer—Please complete only if your department will contribute funds.