

DEPARTMENT OF ALCOHOLIC BEVERAGE CONTROL

3927 Lennane Drive, Suite 100
Sacramento, CA 95834
(916) 419-2500 Fax (916) 419-2599



June 9, 2020

Chief George Johnstone
Corona Police Department
730 Public Safety Way
Corona, CA 92880

Dear Chief Johnstone:

Congratulations! Your agency has been selected by the Department of Alcoholic Beverage Control (ABC) to receive funding for your 2020/2021 Alcohol Policing Partnership (APP) grant proposal.

Due to the ongoing Coronavirus (COVID-19) Pandemic, ABC has cancelled the annual APP Training Conference originally scheduled for July 2020 in the City of Palm Desert. This was a difficult decision, but a necessary one, as the conference provides an opportunity for everyone to meet, share information and receive training on ABC educational and enforcement programs. ABC will still provide training this year; however, it will be in a different format. A four-hour training session for your designated sworn staff and project directors will take place at a future date. Your ABC agent assigned to your agency will be in contact to schedule the training/orientation session.

A grant contract will be forthcoming in the next couple of weeks which requires a resolution, order, motion, ordinance or other similar document from your local governing body authorizing execution of the agreement. Due to the fact that these resolutions typically have to be put on your governing body's calendar, we ask that you do this as soon as possible.

Please note that the total budget amount requested in the Request for Proposal was reduced to **\$51,011.00** to reflect the unused Travel/Registration Fees due to the cancellation of the conference. In addition, due to the impact this pandemic has had on our budget, please note that the grant contract is contingent upon continued funding being available throughout the term of the contract.

Once again, ABC appreciates your understanding during the COVID-19 Pandemic and we look forward to working with your agency.

If you have any questions, please call Kristine Okino, Grant Coordinator at (916) 419-2572 or email at Kristine.okino@abc.ca.gov.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Jacob Appelsmith'.

for Jacob Appelsmith
Director

Cc: Lt. Paul Mercado, Project Director

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 03/2019)

AGREEMENT NUMBER

20-APP09

PURCHASING AUTHORITY NUMBER (If Applicable)

ABC-2100

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

CONTRACTING AGENCY NAME

Alcoholic Beverage Control

CONTRACTOR NAME

City of Corona through the Corona Police Department

2. The term of this Agreement is:

START DATE

July 1, 2020

THROUGH END DATE

June 30, 2021

3. The maximum amount of this Agreement is:

\$ 51,011.00 Fifty one thousand eleven dollars and no cents

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

Exhibits	Title	Pages
Exhibit A	Scope of Work	3
Exhibit B	Budget Detail and Payment Provisions	3
Exhibit C *	General Terms and Conditions	4
+ - Exhibit D	Special Terms and Conditions	1
+ - Attachment RFP	RFP Scope of Work	7

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

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

City of Corona through the Corona Police Department

CONTRACTOR BUSINESS ADDRESS

730 Public Safety Way

CITY

Corona

STATE

CA

ZIP

92880

PRINTED NAME OF PERSON SIGNING

George Johnstoe

TITLE

Chief of Police

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 03/2019)

AGREEMENT NUMBER

20-APP09

PURCHASING AUTHORITY NUMBER (If Applicable)

ABC-2100

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

Alcoholic Beverage Control

CONTRACTING AGENCY ADDRESS

3927 Lennane Drive, Suite 100

CITY

Sacramento

STATE

CA

ZIP

95834

PRINTED NAME OF PERSON SIGNING

Patty Nelson

TITLE

Chief, Business Management Branch

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

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, 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, 2020 through June 30, 2021.
 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 three (3) Shoulder Tap operations
3. Conduct at least one (1) Trap Door operation
4. Conduct at least three (3) Saturation patrols at various locations that have a high-density bar scene and in the downtown area. These patrols will also include bar checks uniformed personnel.

5. Conduct at least three (3) Party patrols specifically coordinated with historically significant underage drinking events such as graduation, prom and high school championship sporting events. These patrols are designed to enforce social host ordinance laws at private parties where minors are drinking.
6. Conduct at least three (3) Undercover operations at identified problematic licensees to locate individuals who are driving, to observe bartenders who are over-serving intoxicated patrons.
7. Conduct at least eight (8) roll call trainings on alcohol-related issues and laws for sworn personnel.
8. Conduct at least two (2) IMPACT operations
9. Notify at least once throughout the grant cycle of the Online LEAD program
10. Issue at least three (3) press releases regarding special enforcement operations and other activities under this grant

Contractor agrees to issue press releases as follows:

- 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).
17. Contractor will fax (916) 419-2599 or email each press release to the Department's Public Information Officer (John.carr@abc.ca.gov) as soon as it is released.
 18. 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 15th of the following month.

III. PROJECT REPRESENTATIVES

The project representatives during the term of this agreement will be:

Corona Police Department
Paul Mercado, Lieutenant
730 Public Safety Way
Corona, CA 92880
(951) 736-2345
Paul.mercado@coronaca.gov

Department of Alcoholic Beverage Control
Oscar Zapata, APP Agent
3927 Lennane Drive, Suite 100
Sacramento, CA 95834
(818) 335-2253
oscar.zapata@abc.ca.gov

Direct all fiscal inquiries to:

Corona Police Department
Michelle Adams
730 Public Safety Way
Corona, CA 92880
(951) 817-5727
Michelle.adams@coronaca.gov

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

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 (20-APP09) and must not exceed the contract total authorized amount of \$51,011.00. Invoices are to be submitted on a monthly basis, on the prescribed form designed by the Department of Alcoholic Beverage Control.

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

- Payment shall be made in arrears within 30 days from the receipt of an undisputed invoice. Nothing contained herein shall prohibit advance payments as authorized by Item 2100-101-3036, Budget Act, Statutes of 2021.
- Contractor understands in order to be eligible for reimbursement; cost must be incurred on or after the effective date of the project, July 1, 2020 and on or before the project termination date, June 30, 2021.
- 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

COST CATEGORY	TOTAL COST
A. Personnel Services	
<u>Overtime</u>	
Officers, Sergeant and Detective	\$47,875.00
Benefits (3%)	\$1,436.00
TOTAL Personnel	\$49,311.00
B. Operating Expenses (attach receipts)	
“Buy Money”	\$500.00
TOTAL Operating	\$500.00
C. Equipment (attach receipts)	
Surveillance camera	\$1,200.00
TOTAL Equipment	\$1,200.00
D. Travel Costs	
n/a	\$0.00
TOTAL Travel	\$0.00
GRANT TOTAL	\$51,011.00

III. BUDGET CONTINGENCY CLAUSE

- It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.
- Due to current and on-going fiscal uncertainty caused by the COVID-19 crisis, the grantee may spend no more than fifty percent (50%) of the grant amount without prior written authorization from the Department. The Department intends to authorize expenditures beyond the amount of fifty percent (50%) should its fiscal condition allow.

IV. PROMPT PAYMENT CLAUSE

- Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

EXHIBIT C

GENERAL TERMS AND CONDITIONS

1. **APPROVAL:** This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. **AMENDMENT:** No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. **ASSIGNMENT:** This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. **AUDIT:** Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. **INDEMNIFICATION:** Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
6. **DISPUTES:** Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. **TERMINATION FOR CAUSE:** The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.
8. **INDEPENDENT CONTRACTOR:** Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).
10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.
12. TIMELINESS: Time is of the essence in this Agreement.
13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.
14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.
15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

- a. The Government Code Chapter on Antitrust claims contains the following definitions:
 - 1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
 - 2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.
 - b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.
 - c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.
 - d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.
16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:
- a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
 - b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.
18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.
19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:
 - a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)
 - b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)
20. LOSS LEADER: If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

EXHIBIT D SPECIAL TERMS AND CONDITIONS

1. **Disputes:** Any disputes concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the Director, Department of Alcoholic Beverage Control, or designee, who shall reduce his decision in writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the Department shall be final and conclusive unless, within 30 days from the date of receipt of such copy, the Contractor mails or otherwise furnishes to the State a written appeal addressed to the Director of the Department of Alcoholic Beverage Control. The decision of the Director of Alcoholic Beverage Control or his duly authorized representative for the determination of such appeals shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. In connection with any appeal proceeding under this clause, the contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, Contractor shall proceed diligently with the performance of the contract and in accordance with the decision of the State.
2. **Cancellation/Termination:** This agreement may be cancelled or terminated without cause by either party by giving thirty (30) calendar days advance written notice to the other party. Such notification shall state the effective date of termination or cancellation and include any final performance and/or payment/invoicing instructions/requirements. No penalty shall accrue to either party because of contract termination.
3. **Contract Validity:** This contract is valid and enforceable only if adequate funds are appropriated in Item 2100-101-3036, Budget Act of 2021, for the purposes of this program.
4. **Contractor Certifications:** By signing this agreement, Contractor certifies compliance with the provisions of CCC 04/2017, Standard Contractor Certification Clauses. This document may be viewed at: <https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language>
5. If the State determines that the grant project is not achieving its goals and objectives on schedule, funding may be reduced by the State to reflect this lower level of project activity and/or cancel the agreement.



State of California

Department of Alcoholic Beverage Control

Alcohol Policing Partnership Program

PROPOSAL COVER SHEET

(TO BE COMPLETED BY APPLICANT AGENCY)

1. Name of Applicant Agency: Corona Police Department

2. Description of Applicant Agency: Provide your city or county and a brief summary of department size, staffing, and structure.

The City of Corona is the third largest city in Riverside County and was incorporated in 1896. It covers approximately 39 square miles and has quadrupled its population since 1980 to over 168,000. The police department is headed by a Chief of Police and is divided into three divisions, each headed by a Captain. The divisions include Field Services, Investigative Services, and Support Services. The Corona Police Department, for fiscal year 2019-2020 is authorized 153 sworn officers, 67 full-time professional staff, and 47 part-time professional staff. Of the sworn officers, 103 are assigned to field services, 40 are assigned to investigative services, and 10 are assigned to support services.

3. Number of Licenses in Project Area: 292

4. Population of Service Area: 168,600

5. Project Description: Provide a list of your project's goals and objectives and briefly summarize.

The Corona Police Department Liaison Officer will coordinate the grant activities with a focus on reducing crimes and public nuisance problems associated with problem alcoholic beverage outlets, reducing juvenile access to alcohol, educating business owners and the public about alcohol-related crimes, and train sworn staff to effectively enforce alcohol-related crimes. The project objectives include: Lead Training, six minor decoy operations, three shoulder tap operations, three trap door operations, three undercover operations, three saturation patrols, three party patrols, at least eight roll call trainings, three press releases, and an overhaul of the reporting procedure to ABC.

6. Funds Requested: \$52,661

7. Project Period: July 1, 2020 – June 30, 2021

8. Acceptance of Conditions: 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.

A. Project Director (person having day-to-day responsibility for the project)

Name: Paul Mercado
Address: City of Corona - Police Department
730 Public Safety Way, Corona, CA 92880
Phone: (951) 736-2345
Fax: (951) 279-3579
E-Mail Address: paul.mercado@coronaca.gov
Signature:

Title: Police Lieutenant

B. Chief of Police or Sheriff (authorizing official)

Name: George Johnstone
Address: City of Corona - Police Department
730 Public Safety Way, Corona, CA 92880
Phone: (951) 817-5787
Fax: (951) 279-3579
E-Mail Address: george.johnstone@coronaca.gov
Signature:

Title: Chief of Police

C. Fiscal or Accounting Official

Name: Michelle Adams
Address: City of Corona - Police Department
730 Public Safety Way, Corona, CA 92880
Phone: (951) 817-5727
Fax: (951) 279-3579
E-Mail Address: michelle.adams@coronaca.gov
Signature:

Title: Management Analyst

D. ABC USE ONLY

RECEIVED

MAR 26 2020

Dept of Alcoholic Beverage Control
Admin Svcs.

SCOPE OF WORK

1. Summary:

The City of Corona is located approximately 45 miles southeast of Los Angeles in western Riverside County. The city encompasses over 39 square miles and has a population of over 168,000. It was incorporated in 1896 and has emerged as an ethnically diverse community, where a significant percentage of the population is made up of young, well-educated families. The city is served by the Corona-Norco Unified School District, the largest school district in Riverside County and the eighth largest district in California with over 53,000 students currently enrolled. As of 2018, a quarter of the City of Corona's population was under 20 years old, with another 53% of the population between 20 and 54 years old. The total population is made up of 42% Hispanic, 38% White, 12.5% Asian, and 3.5% Black. One quarter of the population has at least a bachelor's degree and another 36% has either some college or an associate degree.

The Corona Police Department is authorized 153 sworn personnel and 67 full-time civilian personnel for fiscal year 2019-2020. The department is organized into three divisions, each managed by a Captain: Field Services Division (FSD), Investigative Services Division (ISD), and Support Services Division (SSD). FSD contains the largest number of sworn personnel with 103 positions. There are four Lieutenants assigned to FSD and act as watch commanders as well as area commanders for patrol. Each of these Lieutenants are assigned one of four zones within the city and are tasked with monitoring calls for service, responding to citizen complaints, and developing patrol strategies in their respective areas.

ISD has 40 sworn personnel and primarily includes the Detective bureau, Traffic bureau, and Task Force officer positions. One Lieutenant is responsible for ISD and reports directly to the ISD Captain. The SSD consists of Dispatch, Records bureau, Personnel & Training bureau, and volunteers. Each of these bureaus are either headed by a sworn police sergeant or a civilian supervisor and they report directly to the SSD Captain. Divided amongst the different divisions are: 23 Sergeants, 15 Corporals, 21 Detectives, and 85 Officers. The Corona Police Department has a very strong working relationship with the Riverside County District Attorney's Office and according to Supervising Deputy District Attorney Jennifer Chang, who oversees the filing of cases, the Riverside County DA's office will file all alcohol-related cases as long as they meet evidential requirements.

The City of Corona currently has 105 active off-sale licensed locations and 187 active on-sale licensed locations. The Corona Police Department ABC project goals are to: (1) Reduce crimes and public nuisance problems associated with problem alcoholic beverage outlets, (2) Reduce the access of alcohol to minors, (3) Educate business owners, employees, and the public on alcohol-related crimes and their impact on the community, and (4) Train patrol officers on how to effectively enforce alcohol-related crimes and report necessary crimes to ABC.

2. Problem Statement:

This project will serve the businesses and residents within the City of Corona, County of Riverside. Some of the main concerns of the community as well as the police department are the issues of public drunkenness, driving while under the influence of alcohol, and intoxicated juveniles. In 2019, the Corona Police Department responded to 617 calls for service involving either driving under the influence or public intoxication.

SCOPE OF WORK

During that same time period, officers took 443 alcohol-related crimes reports in the city.

Alcohol-related crimes take up a large portion of calls for service and they decrease the quality of life for Corona citizens.

A large majority of the public intoxication calls are generated by homeless individuals who frequent the downtown area of Corona and purchase alcohol while already inebriated.

Alcohol Consumption in Minors:

The City of Corona continues to have a problem with underage drinking. Juveniles at local high schools have expressed they are able to purchase alcohol from certain liquor stores or by asking homeless individuals to purchase alcohol for them, but most often are provided alcohol by older friends and family at parties.

According to the California Office of Traffic Safety, the City of Corona was one of 58 cities in California in 2017 with a population between 100,001 and 250,000. While Corona ranked 38th of 58 in the number of total alcohol-related crashes causing injury or death, it ranked 6th of 58 in the number of alcohol-related crashes causing injury or death where a person under 21 years old had been drinking. This demonstrates that the City of Corona has a higher percentage of juveniles drinking and driving when compared to other cities in California of similar size.

The Corona Police Department last received an ABC grant for grant year 2018-2019. During that period, three minor decoy operations were conducted with 25 businesses visited. Corona had an overall minor sale rate of 12%, which was higher than the state average of 9% for that same time period. Corona alcohol licensees sold alcohol to minors at a higher rate than the rest of the state, and there is no reason to believe that number has decreased during the gap year in ABC grant funding.

The City of Corona has a “social host ordinance” which states in part that it is unlawful for any person to permit, allow, or host a gathering at his or her place of residence or other area under his or her control where alcoholic beverages have been consumed by a minor. While this ordinance can be a powerful deterrent for hosting underage parties, it is rarely enforced as patrol officers lack the training to investigate these crimes and are often called to more pressing crimes. Parents often have a laissez-faire attitude when it comes to underage drinking at their residence because they think their children are responsible. Adults often seem to lack the understanding of the dangers associated with underage drinking.

In addition to calls for public intoxication and underage drinking, the Corona Police Department has identified a few locations within the City that need to be addressed. They are as follows:

100 E. Harrison Street, “Boondocks Pub & Grill” -

The Boondocks Pub & Grill is an Irish bar located near downtown Corona and advertises live music and DJs on the weekends. During 2019, the Corona Police Department responded to 28 calls for service at that address including fights, public intoxication, and driving under the influence. There were three arrests made for DUI and one arrest for public intoxication. Officers assigned to the Vice/Narcotics unit spoke to a confidential informant who stated a subject is dealing narcotics at the bar with the bartender’s knowledge.

SCOPE OF WORK

150 Depot Drive, “The Depot Bar and Grill” -

The Depot Bar and Grill is located in a business/residential district near the downtown area. In 2019, the Corona Police Department responded to 20 calls for service at that address, including six fight calls. Almost all of the calls for service involved heavily intoxicated individuals, most of whom were intoxicated and uncooperative with law enforcement.

2700 block of Lakeshore Drive, “Dos Lagos” retail center -

This shopping center has several retail stores and bar/restaurants that have been identified as draining police resources, especially on weekends and sports entertainment nights. Two of the main restaurants identified are “Taps Fish House & Brewery” and “Citrus City Grille.” In 2019, Corona Police responded to 40 calls for service between the two of them. On more than one occasion, calls were received for patrons who were found passed out drunk while sitting at the bar. Other calls include disturbances and driving under the influence.

3. Project Description

The proposed project plans to utilize ABC enforcement strategies to address the City of Corona’s alcohol related problems as they pertain to over-service, sales to minors, and other ABC violations. Corona’s Police Department plans to work closely with a Grant Assistant Program investigator and other ABC investigators to fulfill the following goals:

- A. Reduce crimes and public nuisance problems (specifically public intoxication calls) associated with problem alcoholic beverage outlets
- B. Reduce the access of alcohol to minors, thereby reducing the number of fatal and injury collisions involving minors that had been drinking
- C. Educate business owners, employees, and the public on alcohol-related crimes and their impact on the community
- D. Train patrol officers on how to effectively enforce alcohol-related crimes and improve the reporting of licensee violations to ABC

The specific objectives that will be set to reach the aforementioned goals are as follows:

- A. Primarily target problematic ABC licensees that have been determined to be a nuisance such as those previously described
- B. Host one (1) LEAD (Licensee Education on Alcohol and Drugs) TRAINING
- C. Conduct six (6) “Minor Decoy” Operations
- D. Conduct three (3) “Shoulder Tap” Operations
- E. Conduct three (3) “Trap Door” Operations

SCOPE OF WORK

F. Conduct three (3) Undercover Operations at identified problematic licensees to locate individuals who are leaving and driving (DUI enforcement), to observe bartenders who are over-serving intoxicated patrons, and attempt to locate patrons who are selling narcotics at the location

G. Conduct three (3) Saturation Patrols at various locations within the City of Corona that have a high-density bar scene, such as at the Dos Lagos shopping center and in the downtown area. These patrols will also include bar checks by uniformed personnel

H. Conduct three (3) Party Patrols within the City of Corona, specifically coordinated with historically significant underage drinking events such as graduation, prom, and high school championship sporting events. These patrols will be specifically designed to enforce the City of Corona's social host ordinance laws at private parties where minors are drinking

I. Conduct at least eight (8) roll call trainings on alcohol-related issues and laws for sworn personnel. The ABC Liaison Officer will provide training in briefing to patrol officers to include local and state laws and current ABC guidelines, as well as the District Attorney's expectations

J. Issue at least three (3) press releases; one at the beginning of the program, one near the midpoint, and one at the conclusion to highlight the grant funding and strategies being implemented

K. Implement a new system of transmitting arrest reports to ABC by August 1, 2020. Over the past year The Corona Police Department has implemented a new "paperless" report system that has completely changed how incidents are tracked and communicated

L. Involve different patrol officers in the various operations throughout the year. By allowing patrol officers to participate, they will increase their knowledge of ABC laws and be able to bring that knowledge back to patrol so they can be the shift expert

4. Project Personnel

The Vice and Narcotics Unit, under the jurisdiction of the Investigative Services Division, will be responsible for administering the ABC grant. Officer Maxwell Medeiros will serve as the ABC Liaison Officer responsible for maintaining and monitoring the grant to ensure all the goals and objectives are met. Officer Maxwell Medeiros has been a sworn peace officer for nine years and has been assigned to the Vice and Narcotics Unit for over a year. He has extensive undercover experience and has worked several ABC operations in the past and has a working relationship with ABC personnel. He will be primarily assisted by other members of the Vice and Narcotics Unit in an overtime capacity on their regular time off.

The Minor Decoy, Shoulder Tap, Trap Door, Saturation Patrol, and Party Patrol operations will all require one supervisor and four sworn officers to operate. Most of the Vice and Narcotic Unit consists of Senior Detectives and they will be afforded the opportunity to participate in the operations as they have extensive experience and knowledge in these types of operations.

BUDGET DETAIL

Exhibit B

BUDGET CATEGORY AND LINE-ITEM DETAIL	COST (Round budget amounts to nearest dollar)
A. Personnel Services (Straight Time Salaries, Overtime, and Benefits)	
A.2 Overtime (5 Hrs ea): One Lead Training 2 POII - \$79.97 x 2 POII x 1 x 5 hrs ea.	800
A.2 Overtime (5 Hrs ea): Six Minor Decoy, three Shoulder Tap, three Trap Door, three Undercover, three Saturation Patrols, and three Party Patrols, for a total of 21 projects	
1 – Sgt - \$108.41 x 1 Sgt x 21 projects x 5 hrs ea.	11,383
2 – Sr. Det. - \$86.18 x 2 Sr. Det.'s x 21 projects x 5 hrs ea.	18,098
2 – POII - \$79.97 x 2 POII's x 21 projects x 5 hrs ea.	16,794
1 – POII - \$79.97 x 1 POII x 2 projects x 5 hrs ea. (additional officer for Undercover operations)	800
Total Overtime Project Costs	47,875
A.3 Benefits Employee Benefits – Benefits are estimates at 3% of total overtime costs (\$47,875 x 3%)	1,436
TOTAL PERSONNEL SERVICES	\$49,311
B. Operating Expenses (maximum \$2,500)	
Buy money for shoulder taps, minor decoys, and undercover operations	500
TOTAL OPERATING EXPENSES	\$500
C. Equipment (maximum \$2,500)	
(Attach receipts for all equipment purchases to monthly billing invoice)	
Undercover body worn surveillance camera	1,200
TOTAL EQUIPMENT	\$1,200
D. Travel Expense/Registration Fees (maximum \$2,500)	
(Registration fee for July 2020 APP Conference attendee is \$325 each)	
Registration fee for July APP Conference for two (2) attendees at \$325 each	650
Travel, per diem, and lodging for the July APP Conference	1,000
TOTAL TRAVEL EXPENSE	\$1,650
TOTAL BUDGET DETAIL COST, ALL CATEGORIES	\$52,661

OTHER FUNDING SOURCES

Complete the following to report the total funds available to support the activities related to accomplishing the goals and objectives of the contract. In the "Grant Funds" column, report the ABC funds requested by category. In the "Other Funds" column, report all other funds available to support the project by category (if none, leave blank). Then calculate the totals by category in the "Program Total" column. Total each column down to arrive at the total program funds available. **(Round all budget amounts to the nearest dollar—No Cents.)**

BUDGET CATEGORY	GRANT FUNDS	OTHER FUNDS	PROGRAM TOTAL
Personnel Services			\$0.00
Operating Expenses			\$0.00
Travel/Registration Fees			\$0.00
Equipment			\$0.00
TOTALS	\$0.00	\$0.00	\$0.00

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