

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 five (5) Minor Decoy operations.
2. Conduct at least nine (9) Shoulder Tap operations, including the Statewide Shoulder Tap operation conducted by ABC.
3. Conduct at least ten (10) IMPACT operations.

4. Conduct at least five (5) General Enforcement operations.
5. Conduct at least four (4) Task Force operations with Code Enforcement.
6. Conduct at least three (3) Roll Call trainings.
7. Conduct at least five (5) TRACE trainings.
8. Provide at least four (4) LEAD trainings.
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) 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 15th of the following month.

III. PROJECT REPRESENTATIVES

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

Fontana Police Department
Heather Howard Community Policing Tech.
17005 Upland Avenue
Fontana, CA 92335
(909) 356-7107
hhoward@fontana.org

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

Direct all fiscal inquiries to:

Fontana Police Department
Leona Kwan, Senior Administrative Analyst
17005 Upland Avenue
Fontana, CA 92335
(909) 356-7169
lkwan@fontana.org

Department of Alcoholic Beverage Control
Kristine Okino, Grant Coordinator
3927 Lennane Drive, Suite 100
Sacramento, CA 95834
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-APP16) and must not exceed the contract total authorized amount of \$23,990.00. Invoices are to be submitted by the 15th 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

COST CATEGORY	TOTAL COST
A. Personnel Services	
<u>Overtime</u>	
Corporal (\$90/hour @ 90/hours)	\$8,100.00
Officer (\$79/hour @ 160/hours)	\$12,640.00
TOTAL Personnel	\$20,740.00
B. Operating Expenses (receipts required)	
Buy Money	\$500.00
TOTAL Operating	\$500.00
C. Equipment (receipts required, must be purchased by 12/31)	
Two-Way Radios	\$250.00
TOTAL Equipment	\$250.00
D. Travel Costs	
Registration, lodging, per diem	\$2,500.00
TOTAL Travel	\$2,500.00
GRANT TOTAL	\$23,990.00

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.

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)

1. Name of Applicant Agency: Fontana Police Department	
2. Description of Applicant Agency: Provide your city or county jurisdiction, and include population data, and relevant demographic and socio-economic characteristics of the community. The City of Fontana incorporates 43 square miles. There are approximately 211,000 residents in Fontana, made up of 70% Hispanic, 12% White, 8% Black, and 10% an accumulation of other races. Approximately 28% of the population of Fontana are persons under age 18. The median household income is an average of \$80,000, with a poverty rate of 11.5%.	
3. Number of licenses in Project Area: 255	4. Tax ID: 95-6004770
5. Funds Requested: \$ 23,990.00	6. Project Period: July 1, 2023–June 30, 2024
7. 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 with Day-To-Day Responsibility for the Project	B. Sheriff or Chief of Police Authorizing Official
Name: Heather Howard Address: 17005 Upland Ave. Fontana, CA 92335 Phone: (909) 356-7107 Email Address: hhoward@fontana.org Title: Community Policing Technician Signature: <i>Heather Howard</i>	Name: Michael Dorsey Address: 17005 Upland Ave. Fontana, CA 92335 Phone: (909) 350-7702 Email Address: mdorsey@fontana.org Title: Chief of Police Signature: <i>m. dorsey</i>
C. Fiscal or Accounting Official	D. ABC USE ONLY
Name: Leona Kwan Address: 17005 Upland Ave. Fontana, CA 92335 Phone: (909) 356-7169 Email Address: lkwan@fontana.org Title: Senior Administrative Analyst Signature: <i>Michelle Blank for Leona Kwan</i>	

SCOPE OF WORK

Summary

The Fontana Police Department includes a Chief and three Captains, comprising the command staff. Each Captain is responsible for a specific division, Administration, Field Services, and Special Operations. The department staff encompasses an allotted total of 310 employees; 217 sworn, and 93 non-sworn. The Fontana Police Department is immensely proactive in its efforts to protect its residents and continually strives to educate the community, especially children and young adults, while building bridges with officers. The Community Outreach and Public Engagement Unit will be administering the grant, if awarded, and has implemented a variety of programs targeting youth. Some of these include; Play Date with Police, the Fontana Police Explorer Program, Heroes and Helpers, Bicycle Give a Way, and continually visits schools in order to reach out to our youth, in the belief that positive interactions and influence earlier in their lives will lead to more responsible and productive citizens for the city. A component of that is the education of alcohol, tobacco, and drugs and the negative effects on the community as a whole. A small number of areas in the City are considered county areas, and are governed by the San Bernardino County Sheriff Department's -Fontana Station, with whom we regularly collaborate with. In addition, we also work closely with the Fontana Unified School Police, Reach Out, an ABC accredited RBS training provider, and the Fontana Community Coalition.

The City of Fontana's motto is, "Open for Business", which welcomes an ever increasing 255 active, retail ABC licenses within its city limits. Currently, the City of Fontana has 110 On-Sale and 145 Off-Sale licenses. The Fontana Police Department is requesting a total of \$23,990 to provide ABC education and enforcement. The funding will be used for officers' overtime salaries, operational expenses, and travel expenses for the APP conference. The officers assigned to the program are experienced in ABC laws and enforcement strategies. Fontana Police Department will immediately begin working on the grant goals and objectives after receiving additional training at the APP conference.

Project Personnel

The project will require Officers Daniel Romero, Steven Reed, and Jason Delair to oversee and operate the program. These officers will be supervised by the Community Outreach and Public Engagement Sergeant Christian Surgent, who reports to the Administration Lieutenant Matthew Kraut and Administration Captain Brian Binks. The program data will be recorded and the monthly reports will be generated by Community Policing Technician and ABC Liaison Heather Howard. The ABC officers will work directly with C.P.T. Howard. This partnership is extremely beneficial as C.P.T. Howard is responsible for the record keeping of Conditional Use Permits for all ABC licensed premises in the city. All three officers are trained in ABC Laws and have experience with ABC education and enforcement.

The City of Fontana will fully fund the cost of C.P.T. Howard's participation in this grant for both regular time, overtime, benefit costs, and APP Conference costs. Additionally, the City of Fontana will fund the cost of the officer's regular time and benefit costs.

The Fontana Police Department is proud to state we have enjoyed an established and excellent working relationship with both ABC agents and the licensing staff for many years. Both agencies have retained an outstanding working relationship beyond prior grant terms. The Fontana Police Department is committed to achieving and exceeding the goals and objectives outlined in this proposal and looks forward to continuing our partnership with ABC, if given the opportunity.

SCOPE OF WORK

Problem Statement

Alcohol being furnished to minors is a very serious problem within the City of Fontana. The problem includes both licensed establishments selling alcohol to minors, and citizens purchasing alcohol for minors.

During IMPACT inspections in the past, Fontana Police were pleased to learn the majority of our licensed locations are complying with most ABC retail operating standards. However, the same cannot be said for sales to minors. Through previous years of grant enforcement operations, the percentages of sales to minors for licensed premises, and citizens has not decreased. This is a significant concern for Fontana Police. It is important to continually educate the public, as well as business owners and their employees, in this high turnover area of employment. A review of ABC enforcement activities in our city showed that 55% of citizens contacted, purchased alcohol for our minor decoy and 28% of licensed locations sold alcohol to our minor decoy. These alarming rates must be addressed to protect the youth in our community. Because these citizen numbers are significant, Fontana Police wishes to conduct Shoulder Tap operations, while still conducting Minor Decoy operations to continue to achieve educating licensed retailers of the importance of ABC enforcement compliance.

With the passing of Assembly Bill 1221, requiring RBS training for all On-Sale locations, we will continue to educate licensed retailers through hosting LEAD training at our department. The City of Fontana has required RBS training on Conditional Use Permits for both On-Sale and Off-Sale alcohol licenses for twenty years. Unfortunately, this condition has not been enforced due to funding concerns. If awarded grant funds, it will enable officers to expand enforcement in these areas. We will also collaborate with Reach Out, and the Fontana Community Coalition, to gain RBS compliance. Education is the key to unlocking successful and compliant licensees.

Through calls for service, problem locations have been identified in operating in a disorderly manner and have created quality of life concerns. These locations include: Daddy's Liquor located at 17264 Foothill Blvd. #K, Mobil Gas located at 16926 Foothill Blvd., 76 Gas Station at 16081 Valley Blvd., all in the City of Fontana. These locations have high calls for service that include single sales, selling alcohol to minors, loitering, excessive transient activity, and drunk in public arrests. Additionally, a handful of dense areas have high calls for service that include a high percentage of alcohol-related crimes. To reduce the drain on patrol resources, we will conduct a variety of general enforcement operations using our Community Outreach and Public Engagement officers.

To ensure our enforcement efforts are effective, we have discussed the filing of charges B&P 25658(a) with the San Bernardino County District Attorney's office. Terry Brown is the Supervising Deputy District Attorney for the Rancho Cucamonga branch of the San Bernardino County District Attorney's office. DDA Brown has articulated support of our efforts by prosecuting adults found to be in violation.

SCOPE OF WORK

Project Description section 1 of 2

Goal 1: Gain RBS Compliance

Objective: Gain compliance of Responsible Beverage Service training of licensed establishments as outlined in City Conditional Use Permits and provide accurate information to licensed On-Sale establishments about AB 1221 requirements for future compliance.

Method: Collaborate with Reach Out and the Fontana Community Coalition (FCC) to create and implement a compliance plan. Conduct compliance checks of licensed locations in the city that have a Conditional Use Permit requiring RSB training. Provide a copy of the conditions of approval, and information for available RBS training. Maintain a catalog of compliant and non-compliant locations. Strive to have 75% compliance by the grant's end.

Duration: Immediate and on-going beyond the grant period.

Goal 2: Educate Licensed Premises through L.E.A.D.

Objective: Educate licensees and their employees as to the responsibilities and laws which accompany selling and serving alcohol. Knowledge of ABC laws, checking IDs, and basic responsibility, provides greater compliance.

Method: Provide (4) L.E.A.D. classes free of charge. Post all L.E.A.D. class dates on our website, Facebook, and Instagram. Send out L.E.A.D. class flyers to all licensees within the community about the free class.

Duration: Throughout the grant period.

Goal 3: Reduce Alcohol-Related Calls for Service at Licensed Premises

Objective: Reduce calls for service that are alcohol related at licensed premises that are draining patrol resources.

Method: Conduct general enforcement to combat drunk in public, sales to minors or obviously intoxicated persons, overserving, beer runs, open container, loitering or other issues that cause a disorderly house. Contact those licensees, educate them on ABC laws and penalties, and being a responsible retailer. Conduct a minimum of five (5), four-hour general enforcement operations.

Duration: Throughout the grant period.

Goal 4: Conduct Nine (9) Shoulder Tap Operations

Objective: Increase the compliance rate of citizens in our community by 50% with not providing alcoholic beverages to minors.

Method: Conduct nine (9), five-hour operations. Officers will work with the APP Agent during Shoulder Tap operations. We follow ABC Rule 141 and utilize only ABC approved decoys from Fontana P.D. Explorer Post #531. We will conduct training on Shoulder Tap operations, policies, forms and report writing. Track results to ensure compliance rates have increased. Provide social media updates and a press release following each operation highlighting operation results and ABC APP grant funding.

Duration: Throughout the grant period.

SCOPE OF WORK

Project Description section 2 of 2

Goal 5: Conduct Five (5) Minor Decoy Operations

Objective: Increase compliance of licensed premises as they relate to underage alcohol sales by 50%.

Method: Conduct five (5), five-hour operations. Officers will work with the APP Agent during Minor Decoy operations. We follow ABC Rule 141 and utilize only ABC approved decoys from Fontana P.D. Explorer Post #531. Provide arrest reports to ABC as outlined in B&P 24202. We will conduct training on Minor Decoy operations, policies, forms and report writing. Track results to ensure compliance rates have increased. Provide social media updates and a press release following each operation highlighting operation results and ABC APP grant funding.

Duration: Throughout the grant period.

Goal 6: Conduct Ten (10) IMPACT Inspections – Maintain Compliance

Objective: Maintain established compliance with ABC requirements and promote responsible retailers.

Method: Conduct ten (10) separate IMPACT inspections of licensed premises within the City. Each operation will be a minimum of five (5) hours in duration. Provide educational material to all licensees reference Retail Operating Standards and provide police department contact information for any ABC questions or issues at the premises.

Duration: Throughout the grant period.

Goal 7: Conduct Four (4) Mini ABC Task Force IMPACT Inspection Operations

Objective: Ensure compliance with ABC requirements, local, state, and federal laws, and promote responsible retailers. Utilize Mini ABC Task Force partnerships with the County Fire Department, City Code Compliance, and City Planning, showing teamwork and cohesion of the various city departments by completing four (4) Mini Task Force IMPACT inspection operations.

Method: Conduct IMPACT inspections at problematic licensed premises. Provide educational material to all licensees reference Retail Operating Standards. Coordinate and conduct four (4) Mini ABC Task Force IMPACT inspection operations with the County Fire Department, City Code Compliance, and City Planning. Each operation will be five (5) hours in duration. These are separate from the IMPACT inspections listed in Goal #6. Provide social media updates and a press release following each Mini ABC Task Force operation highlighting operation results and ABC APP grant funding.

Duration: Throughout the grand period.

Goal 8: Provide Three (3) Roll-Call Trainings to Fontana Police Sworn Personnel

Objective: Keep sworn officers updated on ABC laws and recent alcohol trends

Method: Provide three roll-call trainings to all Fontana Police Department personnel. Roll-call trainings are provided to sworn staff in a memorandum form. Each officer must read and sign that he/she has read and understands the training. Each roll-call training is kept in each officer's permanent training files.

Duration: Immediate and on-going throughout the grant period.

SCOPE OF WORK

Additional Information

Goal 9: Community Awareness of Grant Accomplishments via Social Media (20) and Department Press Releases.

Objective: Maintain community awareness of grant accomplishments and advise the media of grant activities such as grant award announcement, enforcement operation results and community collaborations..

Method: Provide a minimum of twenty (20) social media updates on Facebook, Instagram, website, and press releases to include grant award announcement, highlight grant accomplishments, announce educational opportunities, and enforcement operation results. The COPE unit, responsible for this grant, is also the police department's Press Information unit. The officers in the COPE unit have an excellent relationship with our local media teams and will provide those teams will press releases about grant activities.

Duration: Immediate and on-going throughout the grant period.

Goal 10: Host five (5) T.R.A.C.E. training for Fontana Police Sworn Personnel

Objective: Educate sworn officers to immediately notify ABC of any alcohol related incident involving persons under 21 years of age and including great bodily injury or death. Also, ABC notification of anyone charged with vehicular manslaughter under the influence of alcohol, regardless of age.

Method: Host the ABC APP agent in briefing training for each of our five (5) patrol teams.

Duration: During grant period.

In summary, the grant funds will be used to increase the hours officers have to enforce alcohol-related crimes, raise public awareness regarding underage drinking, conduct minor decoy operations, conduct shoulder tap operations, conduct inspections at "on-sale" and "off-sale" licensed locations, host classes for the community, train law enforcement personnel on ABC laws, and provide alcohol and drug abuse prevention programs in the community.

BUDGET DETAIL WORKSHEET

A. Personnel Services

Salaries

	Classification/Positions	Computation	Total Cost
1			
2			
3			
SUBTOTAL			\$ 0

Overtime

	Classification/Positions	Computation	Total Cost
1	Police Corporal w/ Advanced	\$90.00 per hour x est 90 hrs	\$ 8,100
2	Police Officer w/ Advanced	\$79.00 per hour x est. 160hrs	\$ 12,640
3			
4			
5			
6			
SUBTOTAL			\$ 20,740

Benefits

	Classification/Positions	Computation	Total Cost
1			
2			
3			
4			
5			
SUBTOTAL			\$ 0

B. Operating Expenses and Equipment

Operating Expenses*

	Description	Computation	Total Cost
1	Two Way Radios-4 pack for Decoy Op		\$ 250
2			
SUBTOTAL			\$ 250

*maximum of \$2,500.00

Operating Expenses*

	Description	Computation	Total Cost
1	Decoy Operation "Buy Money"		\$ 500
2			
3			
SUBTOTAL			\$ 500

*maximum of \$2,500.00

C. Travel Expenses *

	Description	Computation	Total Cost
1	Registration fee for APP Conference	\$325 x 2 officers	\$ 650
2	Travel, per diem, lodging for conferenc		\$ 1,850
3			
4			
SUBTOTAL			\$ 2,500

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

GRANT TOTAL **\$ 23,990**

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
A. Personnel Services	\$ 20,740	\$ 20,995	\$ 41,735
B. Operating Expense	\$ 500		\$ 500
C. Travel/Registration Fees	\$ 2,500	\$ 1,250	\$ 3,750
D. Equipment	\$ 250		\$ 250
TOTALS	\$ 23,990	\$ 22,245	\$ 46,235

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.

CITY OF FONTANA
POLICE OFFICERS' ASSOCIATION HOURLY/MONTHLY/ANNUAL PAY SCHEDULE
EFFECTIVE 07/30/2022

TITLE	RANGE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	Hourly Monthly Annual
Police Officer Trainee (non-sworn)	PO01	\$35.66 \$6,181.07 \$74,172.80	(Step "1" Only)				
Police Officer	PO02	\$39.22 \$6,798.14 \$81,577.60	\$41.19 \$7,139.60 \$85,675.20	\$43.25 \$7,496.67 \$89,960.00	\$45.42 \$7,872.80 \$94,473.60	\$47.70 \$8,268.00 \$99,216.00	
Police Officer w/Intermediate Certificate	PO03	\$41.02 \$7,110.14 \$85,321.60	\$43.08 \$7,467.20 \$89,606.40	\$45.24 \$7,841.60 \$94,099.20	\$47.51 \$8,235.07 \$98,820.80	\$49.89 \$8,647.60 \$103,771.20	
Police Officer w/Advanced Certificate	PO04	\$42.88 \$7,432.54 \$89,190.40	\$45.03 \$7,805.20 \$93,662.40	\$47.29 \$8,196.94 \$98,363.20	\$49.66 \$8,607.74 \$103,292.80	\$52.15 \$9,039.34 \$108,472.00	
Police Corporal w/Intermediate Certificate	PO05	\$45.09 \$7,815.60 \$93,787.20	\$47.35 \$8,207.34 \$98,488.00	\$49.72 \$8,618.14 \$103,417.60	\$52.21 \$9,049.74 \$108,596.80	\$54.83 \$9,503.87 \$114,046.40	
Police Corporal w/Advanced Certificate	PO06	\$48.89 \$8,474.27 \$101,691.20	\$51.34 \$8,898.94 \$106,787.20	\$53.91 \$9,344.40 \$112,132.80	\$56.61 \$9,812.40 \$117,748.80	\$59.45 \$10,304.67 \$123,656.00	

CITY OF FONTANA
POLICE BENEFIT ASSOCIATION
HOURLY/MONTHLY/ANNUAL PAY SCHEDULE
Effective 07/02/2022

TITLE	RANGE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	Hourly Monthly Annual
Account Clerk I	PB01	\$20.47 \$3,548.14 \$42,577.60	\$21.50 \$3,726.67 \$44,720.00	\$22.58 \$3,913.87 \$46,966.40	\$23.71 \$4,109.74 \$49,316.80	\$24.90 \$4,316.00 \$51,792.00	
Account Clerk II	PB02	\$22.17 \$3,842.80 \$46,113.60	\$23.28 \$4,035.20 \$48,422.40	\$24.45 \$4,238.00 \$50,856.00	\$25.68 \$4,451.20 \$53,414.40	\$26.97 \$4,674.80 \$56,097.60	
Accounting Technician	PB03	\$29.75 \$5,156.67 \$61,880.00	\$31.24 \$5,414.94 \$64,979.20	\$32.81 \$5,687.07 \$68,244.80	\$34.46 \$5,973.07 \$71,676.80	\$36.19 \$6,272.94 \$75,275.20	
Administrative Analyst I	PB04	\$33.98 \$5,889.87 \$70,678.40	\$35.68 \$6,184.54 \$74,214.40	\$37.47 \$6,494.80 \$77,937.60	\$39.35 \$6,820.67 \$81,848.00	\$41.32 \$7,162.14 \$85,945.60	
Administrative Analyst II	PB05	\$37.53 \$6,505.20 \$78,062.40	\$39.41 \$6,831.07 \$81,972.80	\$41.39 \$7,174.27 \$86,091.20	\$43.46 \$7,533.07 \$90,396.80	\$45.64 \$7,910.94 \$94,931.20	
Administrative Clerk I	PB06	\$18.72 \$3,244.80 \$38,937.60	\$19.66 \$3,407.74 \$40,892.80	\$20.65 \$3,579.34 \$42,952.00	\$21.69 \$3,759.60 \$45,115.20	\$22.78 \$3,948.54 \$47,382.40	
Administrative Clerk II	PB07	\$20.68 \$3,584.54 \$43,014.40	\$21.72 \$3,764.80 \$45,177.60	\$22.81 \$3,953.74 \$47,444.80	\$23.96 \$4,153.07 \$49,836.80	\$25.16 \$4,361.07 \$52,332.80	
Administrative Technician	PB08	\$25.11 \$4,352.40 \$52,228.80	\$26.37 \$4,570.80 \$54,849.60	\$27.69 \$4,799.60 \$57,595.20	\$29.08 \$5,040.54 \$60,486.40	\$30.54 \$5,293.60 \$63,523.20	
Animal Services Officer	PB09	\$23.17 \$4,016.14 \$48,193.60	\$24.33 \$4,217.20 \$50,606.40	\$25.55 \$4,428.67 \$53,144.00	\$26.83 \$4,650.54 \$55,806.40	\$28.18 \$4,884.54 \$58,614.40	
Community Policing Technician	PB10	\$26.66 \$4,621.07 \$55,452.80	\$28.00 \$4,853.34 \$58,240.00	\$29.40 \$5,096.00 \$61,152.00	\$30.87 \$5,350.80 \$64,209.60	\$32.42 \$5,619.47 \$67,433.60	
Community Services Officer I	PB11	\$22.28 \$3,861.87 \$46,342.40	\$23.40 \$4,056.00 \$48,672.00	\$24.57 \$4,258.80 \$51,105.60	\$25.80 \$4,472.00 \$53,664.00	\$27.09 \$4,695.60 \$56,347.20	
Community Services Officer II	PB12	\$24.27 \$4,206.80 \$50,481.60	\$25.49 \$4,418.27 \$53,019.20	\$26.77 \$4,640.14 \$55,681.60	\$28.11 \$4,872.40 \$58,468.80	\$29.52 \$5,116.80 \$61,401.60	