

# LOS ANGELES POLICE COMMISSION

## BOARD OF POLICE COMMISSIONERS

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RICHARD M. TEFANK  
EXECUTIVE DIRECTOR

MARK P. SMITH  
INSPECTOR GENERAL

EXECUTIVE OFFICE  
POLICE ADMINISTRATION BUILDING  
100 WEST FIRST STREET, SUITE 134  
LOS ANGELES, CA 90012-4112

(213) 236-1400 PHONE  
(213) 236-1410 FAX  
(213) 236-1440 TDD

September 14, 2021

BPC #21-162

The Honorable Eric Garcetti  
Mayor, City of Los Angeles  
City Hall, Room 303  
Los Angeles, CA 90012

The Honorable City Council  
City of Los Angeles, Room 395  
c/o City Clerk's Office

Dear Honorable Members:

RE: TRANSMITTAL OF GRANT APPLICATION AND AWARD FOR 2021-2022 ALCOHOL  
POLICING PARTNERSHIP GRANT FOR JULY 1, 2021- JULY 30, 2022.

At the special meeting of the Board of Police Commissioners held Tuesday, September 14, 2021 the Board APPROVED the Department's report relative to the above matter.

This matter is being forwarded to you for approval.

Respectfully,

BOARD OF POLICE COMMISSIONERS

A handwritten signature in blue ink that reads "Maria Silva".

MARIA SILVA  
Commission Executive Assistant

Attachment

c: Chief of Police

INTRADEPARTMENTAL CORRESPONDENCE

BPC # 21-162  
**RECEIVED**

SEP 07 2021

**POLICE COMMISSION**

August 30, 2020  
14.1

**TO:** The Honorable Board of Police Commissioners

**REVIEWED BY:**  
*Richard M. Tefank*  
**RICHARD M. TEFANK** **DATE**  
**EXECUTIVE DIRECTOR** 9/7/21

**FROM:** Chief of Police

**SUBJECT:** TRANSMITTAL OF THE GRANT APPLICATION AND AWARD FOR THE  
2021-2022 ALCOHOL POLICING PARTNERSHIP GRANT

**RECOMMENDED ACTIONS**

1. That the Board of Police Commissioners (Board) REVIEW and APPROVE this report.
2. That the Board TRANSMIT the attached grant application and award, pursuant to Administrative Code Section 14.6(a), to the Mayor, Office of the City Administrative Officer (CAO), Office of the Chief Legislative Analyst, and the City Clerk for committee and City Council consideration.
3. That the Board REQUEST the Mayor and City Council to:
  - A. AUTHORIZE the Chief of Police to retroactively apply for and ACCEPT the grant award of \$97,500 from the California Department of Alcoholic Beverage Control (ABC) for the Alcohol Policing Partnership (APP) program for the period of July 1, 2021 through June 30, 2022;
  - B. AUTHORIZE the Chief of Police or his designee to execute the grant agreement for the period of July 1, 2021 through June 30, 2022, subject to the review of the City Attorney as to form;
  - C. AUTHORIZE the Controller to set up a grant receivable and appropriate \$97,500 to appropriation account, account number to be determined, within Fund No. 339, Department No. 70, for the receipt and disbursement of APP program funds;
  - D. AUTHORIZE the Los Angeles Police Department (LAPD) to submit grant reimbursement requests to the grantor and deposit the grant receipts in Fund No. 339, Department No. 70;
  - E. AUTHORIZE the LAPD to spend up to the total grant amount of \$97,500 in accordance with the grant award agreement;

- F. AUTHORIZE the Controller to increase appropriations as needed from Fund No. 339, Department No. 70, appropriation account number to be determined, to Fund No. 100, Department No. 70, account numbers and amounts as follows:

Account No. 001012, Salaries Sworn, \$66,074.00

Account No. 001092, Overtime Sworn, \$28,926.00

- G. AUTHORIZE the LAPD to prepare the Controller's instructions for any necessary technical adjustments, subject to the approval of the CAO, and instruct the Controller to implement the instructions.

## **DISCUSSION**

This is the 26<sup>th</sup> year of funding for the Alcohol Policing Partnership grant. The grant award will provide continued funding for the Citywide implementation of Operation ABC for Fiscal Year 2021-2022. Operation ABC is a comprehensive enforcement and prevention effort to identify disorderly outlets, reduce ABC violations and alcohol-related crimes, and to address the ABC-related quality of life issues. This project will include a wide range of strategies, including training, education, and planning.

With over 6,332 ABC licensed locations, the City accounts for 32 percent of all licenses in Los Angeles County, more than all other counties statewide. In addition, the immense population of Los Angeles and a shortage of police officers make it difficult to oversee and maintain compliance with all ABC locations. Operation ABC will continue its focus from one centralized office that collects and exchanges information for government and community purposes, provides training to all stakeholders, and conducts enforcement operations to reduce the recurrence of alcohol-related problems Citywide.

During the past seven ABC grant periods, investigations at 134 ABC locations have resulted in 498 arrests for crimes related to illegal solicitation of alcoholic beverages. These investigations are extremely complex and require officers who are well trained and versed in the nuances of the activity to obtain criminal and administrative findings. The LAPD will continue current efforts by replicating effective practices and expanding upon proven methods such as Standardized Training for Alcohol Retailers, Shoulder Tap, Minor Decoy, and Drunk Decoy.

The grant award budget includes \$66,074.00 for 45% of a Sergeant II salary, \$28,926.00 for sworn overtime, and \$2,500 for equipment.

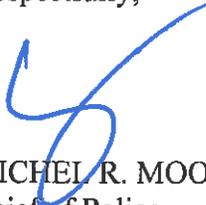
The Honorable Board of Police Commissioners

Page 3

14.1

If you have any questions; please contact Senior Management Analyst Stella Larracas, Officer in Charge, Grants Section, Risk Management Legal Affairs Group, at (213) 486-0380.

Respectfully,



MICHEL R. MOORE  
Chief of Police

Attachments

**BOARD OF  
POLICE COMMISSIONERS**  
Approved *September 14, 2004*  
Secretary *Maria Sch*

DEPARTMENT OF ALCOHOLIC BEVERAGE CONTROL

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



June 10, 2021

Chief Michel R. Moore  
Los Angeles Police Department  
100 W. First Street, Ste. 1072  
Los Angeles, CA 90012

Dear Chief Michel R. Moore:

Congratulations! Your agency has been selected by the Department of Alcoholic Beverage Control (ABC) to receive funding for your 2021/2022 Alcohol Policing Partnership (APP) grant proposal.

Due to the ongoing Coronavirus (COVID-19) Pandemic, ABC has cancelled the annual *in-person* APP Training Conference originally scheduled for July 2021. However, this year we will be providing a *virtual* APP Conference that will last two-days from July 13<sup>th</sup> to 14<sup>th</sup>, 2021. Your ABC agent assigned to your agency will be in contact with you for additional information regarding the conference.

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 by \$2,500 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](mailto:Kristine.okino@abc.ca.gov).

Sincerely,

Eric Hirata  
Director

Cc: Sgt. Craig Nollner, Project Director

To: OCPD/LOSS  
Date: \_\_\_\_\_  
Information USA  
35 Approp. action, resp. 1/4  
Reply to correspondent w/ ver  
Copy to COP  
Fact sheet to COI  
Invest. reply UOP signature  
Resulting documented.

RECEIVED  
JUN 16 2021  
Office of Constitutional Policing and Policy

547

RECEIVED-5

JUN 15 2021  
OFFICE OF THE  
CHIEF OF POLICE  
# 2257

----- Original message -----

From: "Okino, Kristine@ABC" <Kristine.Okino@abc.ca.gov>

Date: 8/17/21 1:16 PM (GMT-08:00)

To: Craig Nollner <30367@lapd.online>, Thomas Brennan  
<g9422@lapd.online>

Cc: "Zapata, Oscar@ABC" <Oscar.Zapata@ABC.ca.gov>

Subject: ABC APP Agreement 21-APP24

ATTENTION: This email originated outside of LAPD. Do not click on links or open attachments unless you recognize the sender and know the content is safe.

Good afternoon:

Please find attached the agreement, 21-APP24 between ABC and Los Angeles PD for the Alcohol Policing Partnership (APP) Program. To expedite processing, please ensure the below are completed and returned back to me.

- Review and upon approval, sign and date. Electronic signatures are acceptable and can be returned by email. If signed with an original wet signature, please be sure to mail two (2) wet originally signed agreement pages.
- Send a copy of the resolution, order, motion, ordinance or other similar document from your local governing body authorizing execution of this agreement.

Please return all items back to my attention.

If you have any questions or need further assistance, please feel free to reach out to me.

Thank you,  
Kristine Okino

Alcoholic Beverage Control  
Grant Unit  
3927 Lennane Drive, Suite 100  
Sacramento, CA 95834

Direct: (916) 419-2572

**Fw: ABC APP Agreement 21-APP24**

Stella Larracas &lt;n3371@lapd.online&gt;

Wed 8/18/2021 1:19 PM

To: Tiffany Hy &lt;n1849@lapd.online&gt;

 3 attachments (1 MB)

STD 213 with SCO ID block rev 4-2020.pdf; Exhibits.pdf; 2021 Monthly Progress Report.xlsx;

**STELLA LARRACAS**

Officer in Charge, LAPD Grants Section

100 W. 1st Street, Los Angeles, CA 90012

Direct: (213) 486-0393 Office: (213) 486-0380

N3371@lapd.online

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**From:** Thomas Brennan <g9422@lapd.online>**Sent:** Tuesday, August 17, 2021 2:15 PM**To:** Stella Larracas <n3371@lapd.online>; Barbra Ann Montesquieu <n3202@lapd.online>**Subject:** FW: ABC APP Agreement 21-APP24**THOM BRENNAN**, Police Administrator II

Commanding Officer

Fiscal Group

Los Angeles Police Department

213-486-8590

Thom.Brennan@lapd.online

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

**STANDARD AGREEMENT**

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

21-APP24

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

Department of Alcoholic Beverage Control

CONTRACTOR NAME

City of Los Angeles through the Los Angeles Police Department

2. The term of this Agreement is:

START DATE

July 1, 2021

THROUGH END DATE

June 30, 2022

3. The maximum amount of this Agreement is:

\$97,500.00 Ninety seven thousand five hundred 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                              | 2     |
| Exhibit B                  | Budget Detail and Payment Provisions       | 3     |
| Exhibit C *                | General Terms and Conditions (GTC 04/2017) | 4     |
| +<br>- Exhibit D           | Special Terms and Conditions               | 1     |
| +<br>- Attachment<br>- 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 Los Angeles through the Los Angeles Police Department

CONTRACTOR BUSINESS ADDRESS

100 W. First Street, Suite 1072

CITY

Los Angeles

STATE

CA

ZIP

90012

PRINTED NAME OF PERSON SIGNING

Michel R. Moore

TITLE

Chief of Police

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

**STANDARD AGREEMENT**

STD 213 (Rev. 04/2020)

|                                     |  |
|-------------------------------------|--|
| AGREEMENT NUMBER<br><b>21-APP24</b> | PURCHASING AUTHORITY NUMBER (If Applicable)<br><b>ABC-2100</b> |
|-------------------------------------|--|

**STATE OF CALIFORNIA**

CONTRACTING AGENCY NAME

**Department of Alcoholic Beverage Control**

CONTRACTING AGENCY ADDRESS

**3927 Lennane Drive, Suite 100**

CITY

**Sacramento**

STATE

**CA**

ZIP

**95834**

PRINTED NAME OF PERSON SIGNING

**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(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, 2021 through June 30, 2022.
  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 ten (10) Multi-agency Task force operations.
2. Assist area vice units and ABC District in conducting 50 plain-clothes operations.
3. Conduct at least fifty (50) Minor Decoy operations.
4. Conduct at least twenty (20) Shoulder tap operations.

5. Conduct at least three (3) Trap door operations.
6. Conduct at least 100 IMPACT operations.
7. Conduct at least seventy (70) STAR presentations.
8. Participate in two (2) College or High school community events.
9. Post forty (40) Responsible ABC Retailer Program Placards.
10. Conduct at least twenty-five (25) ABC training sessions to LAPD Vice Units.
11. Conduct at least twelve (12) ABC liaison meetings reviewing reports.
12. Provide at least two (2) press releases on grant enforcement activities.
  - A. To announce the start of the program;
  - B. At the conclusion of each Minor Decoy Operation has been held (to announce the number of licensed premises who sold to the minor decoy)
  - C. At the conclusion of each Shoulder Tap Operation has been held (to announce the number of adults arrested for purchasing alcoholic beverages for the decoy).
13. Contractor will fax (916) 419-2599 or email each press release to the Department's Public Information Officer ([pio@abc.ca.gov](mailto:pio@abc.ca.gov)) as soon as it is released.
14. Contractor agrees in all press releases, in addition to any credits the agency wishes to give, will include the following statement: "This project is part of the Department of Alcoholic Beverage Control's Alcohol Policing Partnership."

Contractor agrees to complete and submit monthly reports, on a format designed and provided by the Department of Alcoholic Beverage Control due no later than 15<sup>th</sup> of the following month.

### III. PROJECT REPRESENTATIVES

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

Los Angeles Police Department  
Craig Nollner, Sergeant II  
251 E. 6<sup>th</sup> Street, Room 332  
Los Angeles, CA 90012  
(213) 486-0952  
[30367@lapd.online](mailto:30367@lapd.online)

Department of Alcoholic Beverage Control  
Brandon Shotwell, Supervising Agent in Charge  
3927 Lennane Drive, Suite 100  
Sacramento, CA 95834  
(916) 419-2329  
[Brandon.shotwell@abc.ca.gov](mailto:Brandon.shotwell@abc.ca.gov)

Direct all fiscal inquiries to:

Los Angeles Police Department  
Thomas Brennan, Police Administrator II  
100 W. First Street, Suite 768  
Los Angeles, CA 90012  
(213) 486-8690  
[g9422@lapd.online](mailto:g9422@lapd.online)

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

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

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

- For services satisfactorily rendered and upon receipt and approval of the invoice, the Department of Alcoholic Beverage Control agrees to pay a monthly payment of approved reimbursable costs per the Budget Detail of personnel overtime and benefits (actual cost) and/or allowable costs.
- Invoices shall clearly reference this contract number (21-APP24) and must not exceed the contract total authorized amount of \$97,500.00. Invoices are to be submitted by the 15<sup>th</sup> of every month, on the prescribed form designed by the Department of Alcoholic Beverage Control.

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

- Payment shall be made in arrears within 30 days from the receipt of an undisputed invoice. Nothing contained herein shall prohibit advance payments as authorized by Item 2100-101-3036, Budget Act, Statutes of 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, 2021 and on or before the project termination date, June 30, 2022.
- Revisions to the "Scope of Work" and the "Budget Detail" may be requested by a change request letter submitted by the Contractor. If approved, the revised Grant Scope of Work and/or Budget Detail supersedes and replaces the previous grant and will initiate an amendment. No revisions can exceed allotted amount as shown on the Budget Detail. The total amount of the grant must remain unchanged.
- Contractor agrees to refund to the State any amounts claimed for reimbursement and paid to Contractor which are later disallowed by the State after audit or inspection of records maintained by the Contractor.
- Only the costs displayed in the Budget Detail are authorized for reimbursement by the State to Contractor under this agreement. Any other costs incurred by Contractor in the performance of this agreement are the sole responsibility of Contractor.
- Title shall be reserved to the State for any State-furnished or State-financed property authorized by the State which is not fully consumed in the performance of this agreement. Contractor is responsible for the care, maintenance, repair, and protection of any such property. Inventory records shall be maintained by Contractor and submitted to the State upon request. All such property shall be returned to the State upon the expiration of this grant unless the State otherwise directs.
- Prior approval by the State in writing is required for the location, costs, dates, agenda, instructors, instructional materials, and attendees at any reimbursable training seminar, workshop or conference, and over any reimbursable publicity or educational materials to be made available for distribution. Contractor is required to acknowledge the support of the State whenever publicizing the work under this grant in any media.

**II. BUDGET DETAIL**

| <b>COST CATEGORY</b>  | <b>TOTAL COST</b>  |
|---|--------------------|
| <b>A. Personnel Services</b>  |                    |
| <u>Straight Time</u> - Sergeant (45% of FTE)                        | \$66,074.00        |
| <u>Overtime</u> - Estimated @ \$106/hour                            | \$28,926.00        |
| Benefits n/a  | \$0.00             |
| <b>TOTAL Personnel</b>  | <b>\$95,000.00</b> |
| <b>B. Operating Expenses (receipts required)</b>                    |                    |
| n/a   | \$0.00             |
| <b>TOTAL Operating</b>  | <b>\$0.00</b>      |
| <b>C. Equipment (receipts required, must be purchased by 12/31)</b> |                    |
| 2 – Laptops   | \$2,500.00         |
| <b>TOTAL Equipment</b>  | <b>\$2,500.00</b>  |
| <b>D. Travel Costs</b>  |                    |
| n/a   | \$0.00             |
| <b>TOTAL Travel</b>   | <b>\$0.00</b>      |
| <b>GRANT TOTAL</b>  | <b>\$97,500.00</b> |

### **III. BUDGET CONTINGENCY CLAUSE**

- It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.
- 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:** City of Los Angeles - Los Angeles 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 Los Angeles is the second largest city in the United States, with approximately 4 million residents in a 488 square mile area. The LAPD is a full service law enforcement agency with 9,799 sworn officers, operating under a Police Commission and is administered by the Chief of Police. It is divided into four geographic Bureaus, which are subdivided into 21 Areas. Each Area has a Vice Unit responsible for ABC enforcement. The LAPD's Gang and Enforcement Division oversees all ABC-related activities.

**3. Number of Licenses in Project Area:** 5,332 | **4. Population of Service Area:** 3,792,621.00

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

This project will enable the LAPD to continue ABC-related enforcement, education and training on a Citywide level. Detailed project goals and objectives are contained in the application narrative.

**6. Funds Requested:** \$ 100,000.00

**7. Project Period:** July 1, 2021 – June 30, 2022

**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 Proposal. 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)**

**B. Chief of Police or Sheriff (authorizing official)**

Name: Craig Nollner  
 Address: 251 E. 6th Street, Room 332  
 Phone: (213) 486-0962  
 Fax: (213) 486-0909  
 Email Address: 30367@lapd.online  
 Signature:

Name: Michel R. Moore  
 Address: 100 West First Street, Ste 1072  
 Phone: (213) 486-0150  
 Fax: (213) 486-0168  
 Email Address: grants@lapd.online  
 Signature:

Title: Sergeant II (Project Director)

Title: Chief of Police

**C. Fiscal or Accounting Official**

**D. ABC USE ONLY**

Name: Thomas Brennan  
 Address: 100 West First Street, Ste 768  
 Phone: (213) 486-8690  
 Fax: (213) 486-1299  
 Email Address: g9422@lapd.online  
 Signature:

Title: Police Administrator II, Fiscal Group

## **EXHIBIT A**

### **Scope of Work**

#### **1. Summary**

The City of Los Angeles (City or LA) has a population of approximately 4 million residents. Since 1980, population growth has increased by over 35%. Los Angeles has a diverse population consisting of 49% Hispanic, 29% Caucasian, 11% Asian/Pacific Islanders, 9% African American, and 2% Native American/Other. While 17% of the total population falls below the federally determined poverty line, some neighborhoods identified in this proposal, approach a 37% poverty rate. Unemployment, homelessness, and related problems such as alcohol and substance abuse, are among the City's challenges. Urban blight continues to remain visible in some neighborhoods and is often associated with disorderly ABC-licensed locations.

The Los Angeles Police Department (LAPD) is a full-service organization providing emergency response crime suppression, investigative functions and traffic control for the City. As of February 14, 2021, the LAPD has 9,799 sworn officers and 2,989 civilian employees. The Department's sworn strength to population ratio (2.45 officers per 1,000 population) is among the lowest in the nation. A five-member Police Commission provides oversight over the LAPD's policies and procedures. The administrative structure consists of the Chief of Police and offices immediately accountable to the Chief. The City is divided into four geographical Bureau; each Bureau is subdivided into four to seven Areas, for a total of 21 Areas. Each Area has a small vice enforcement component that is also responsible for ABC enforcement.

Los Angeles has 6,332 ABC licensed locations - 3,057 off-sale and 3,275 on-sale - with an estimated 45,000 individuals employed in the retail distribution of alcoholic beverages. The City accounts for 7% of the total number of ABC-licensed establishments statewide and 32% of ABC-licensed establishments in the Los Angeles County. With the 2021-2022 APP Program, LAPD is proposing to continue Operation ABC, focusing on citywide ABC enforcement operations, the collection of ABC-related information and information sharing with partner agencies, and providing specialized training to community stakeholders. These efforts will reduce the recurrence of alcohol-related problems citywide. Due to the high volume of ABC establishments, the LAPD is requesting the maximum funding amount of \$100,000. This will fund 45% of a full-time Sergeant II position, approximately 273 hours overtime hours for investigators to conduct training and enforcement operations, supplies and travel/training.

## **EXHIBIT A**

### **Scope of Work**

#### **2. Problem Statement**

Several LA neighborhoods have a high population density and a large concentration of ABC-licensed premises, creating a significant ABC-policing problem for the LAPD. The City has more than 500 nightclubs; 150 of which can serve over 700 patrons at a time, potentially bringing as many as 100,000 patrons to the 3,275 on-sale ABC establishments. Bars serving intoxicated patrons potentially increase the number of intoxicated drivers on busy freeways and surface streets. Furthermore, special events at Dodger Stadium, Los Angeles Coliseum, Banc of California Stadium, Staples Center and a LA Live Entertainment Center - where 32 ABC-licensed are located, contribute to the significant increase of alcohol consumption in the City. Because of community concerns, 5 ABC establishments are currently the subject of formal abatement investigations. As more ABC establishments resume full operation following the closures due to the Covid-19 pandemic, it is anticipated that the percentage of formal ABC complaint investigations will increase. Less traffic due to pandemic has increased car accidents due to speeding on the freeways. Add drunk drivers to that situation and it makes matters worse.

The problems associated with illegal solicitation of alcoholic beverages inside on-sale licensed premises (303a PC and 25657a/b B&P) continue to be a big concern for LAPD. This activity encourages intemperance, contributes to Part I and II crimes, and drains the LAPD of its limited policing resources. In the last two years, Olympic and Rampart Areas have experienced a myriad of issues in dealing with Koreatown on-sale ABC licensed Karaoke bars, notorious for promoting the illegal solicitation of alcoholic beverages. During the Covid-19 pandemic, the City experienced a notable increase in unlicensed establishments that also promote illegal alcohol consumption, illegal gambling, service to underage individuals, and prostitution.

The LAPD has worked to combat illegal alcoholic beverage solicitations in the City. During the 2020/2021 ABC grant year, Operation ABC saw a large increase in underground unlicensed clubs, Hookah, and gambling locations, serving alcohol. During this period, 23 licensed and unlicensed locations were the subject of alcohol beverage solicitation investigations resulting in 43 arrests. During the past seven ABC grants, investigations at 134 ABC locations have resulted in 498 arrests for crimes related to illegal solicitation of alcoholic beverages.

The Standardized Training for Alcohol Retailers (STAR) education program continues to be in high demand by retailers seeking ABC training from subject

## **EXHIBIT A**

### **Scope of Work**

matter experts. In the calendar year 2020, Operation ABC conducted 75 presentations with a total attendance of 1720 individuals. During the Covid-19 Pandemic, Operation ABC has shifted the STAR training to an online platform. Limited resources, including available personnel, always pose a big challenge in the successful code enforcement and control of problematic ABC establishments. The Alcoholic Policing Partnership Program will allow LAPD to bolster its Vice Units, undertake more proactive and preventive measures and successfully implement its Operation ABC citywide.

#### **3. Project Description**

The LAPD's Operation ABC will be administered by two Sergeant IIs (one partially grant-funded) who will be spending 100% of their time on alcohol-related issues. The program includes a wide range of strategies, including training, education, planning, community outreach, and enforcement. Training will focus on ABC-licensed establishments and their employees, police department employees, as well as public service organizations involved in alcohol-related issues. The STAR education program continues to be in high demand by retailers seeking ABC training. Education will include an on-line training vehicle allowing law enforcement personnel statewide to obtain investigative expertise by reviewing enforcement-specific articles via the internet. This will allow the ABC retail community direct access to Operation ABC personnel. Planning will focus on issuance of ABC licenses, conditional use permits, and the impact of alcohol establishments in Los Angeles. Operation ABC has been engaged in community outreach by attending college and high school events. These activities can impact students who are most likely to experiment with dangerous drinking patterns. Lastly, enforcement will focus on ABC enforcement operations, minor and shoulder tap decoy operations, intoxicated service and disorderly house/abatement investigations. These will aid in preventing minors to having access to alcoholic beverages.

#### **Project Goals:**

- 1. Identify disruptive retail ABC outlets throughout the City for Disorderly House investigations**
- 2. Increase ABC licensee education STAR training program via ZOOM**
- 3. Continue to develop innovative methods to effectively manage ABC-related problems/violations**
- 4. Continue to enhance partnerships with corporate business operators**
- 5. Continue to enhance the online training vehicle**
- 6. Publicize the program and enlist community support**

## **EXHIBIT A**

### **Scope of Work**

#### **Project Objectives:**

1. Identify and target top 10 problematic ABC licensed establishments
2. Conduct a minimum of 10 multi-agency task force operations citywide
3. Assist Area Vice Units and ABC district personnel in conducting 50 plainclothes operations at ABC establishments citywide
4. Conduct a minimum of 50 Minor Decoy operations
5. Conduct a minimum of 20 Shoulder Tap operations.
6. Conduct a minimum of 3 Trap Door operations
7. Conduct a minimum of 100 IMPACT inspections.
8. Conduct a minimum of 70 STAR presentations (12 Spanish)
9. Participate in two college or high school community events
10. Maintain access to Operation ABC personnel via webpage Internet link
11. Continue quarterly publication of the Operation ABC newsletter; maintain the "back-bar inspection" portion of the Operation ABC newsletter as an online training vehicle accessible to law enforcement personnel on a statewide level.
12. Post 40 Responsible ABC Retailer Program Placards at retail locations.
13. Utilize the "STAR Corporate Partners Program" promoting ABC training on a corporate level, and identify 3 additional corporations to participate
14. Conduct 25 ABC training sessions to the Department's vice units
15. Conduct a minimum of 12 ABC liaison meetings reviewing reports.
16. Announce the grant award via press release/another media event and issue periodic press release on grant activities or enforcement operations.

#### **4. Project Personnel**

Operation ABC is staffed by a Project Director, Sergeant II Craig Nollner and the Project Coordinator, Sergeant II Liferlando Garcia, who are both assigned to Gang and Narcotics Division. Sergeant Nollner has 28 years in law enforcement experience; 8 years in vice assignments; and 5 years coordinating alcohol enforcement programs within Operation ABC. Sergeant Garcia has 31 years of experience with the Department; 13 coordinating alcohol enforcement and educational programs within Operation ABC. Sgts. Garcia and Nollner have received specialized training in ABC law and enforcement strategies, have extensive teaching experience and are ABC instructors at the Department's Vice School. The Project Director and the Project Coordinator are responsible for day-to-day implementation of this project. Due to their training and enforcement experience, Operation ABC supervisors have developed a certain level of expertise that is needed to investigate disruptive licensed establishments due to the complexity of ABC law.

**EXHIBIT B  
Budget Detail**

| BUDGET CATEGORY AND LINE-ITEM DETAIL   | COST<br>(Round budget amounts to nearest dollar) |
|--|--|
| <b>A. Personnel Services</b> (list hourly rates and benefit %)   |  |
| A.1 Straight Time 45% FTE x \$146,830  | \$ 66,074.00                                     |
| A.2 Overtime            Approx, 273 hours @ \$106 per hour   | \$ 28,926.00                                     |
| A.3 Benefits   |  |
| <b>TOTAL PERSONNEL SERVICES</b>  | <b>\$ 95,000.00</b>                              |
| <b>B. Operating Expenses (maximum \$2,500)</b>   |  |
| *Proof of payment will be required<br>2 laptops @ \$1,250 each   | \$ 2,500.00                                      |
| <b>TOTAL OPERATING EXPENSES</b>  | <b>\$ 2,500.00</b>                               |
| <b>C. Equipment (maximum \$2,500)</b>  |  |
| *Receipts will be required   |  |
| <b>TOTAL EQUIPMENT</b>   | <b>\$ 0.00</b>                                   |
| <b>D. Travel Expense/Registration Fees (maximum \$2,500)</b>   |  |
| *Registration fee for July 2021 APP Conference attendee is \$325 each<br>Registration: \$325 x 2 attendees | \$ 650.00  |
| GSA Rate Transportation, Lodging, Per Diem: \$925 x 2 attendees  | \$ 1,850.00                                      |
| <b>TOTAL TRAVEL EXPENSE</b>  | <b>\$ 2,500.00</b>                               |
| <b>TOTAL BUDGET DETAIL COST, ALL CATEGORIES</b>  | <b>\$ 100,000.00</b>                             |

## 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        |
|---------------------------------|----------------------|----------------------|----------------------|
| <b>Personnel Services</b>       | \$ 95,000.00         | \$ 227,586.00        | \$ 322,586.00        |
| <b>Operating Expense</b>        | \$ 2,500.00          |                      | \$ 2,500.00          |
| <b>Travel/Registration Fees</b> | \$ 2,500.00          |                      | \$ 2,500.00          |
| <b>Equipment</b>                |                      |                      |                      |
| <b>TOTALS</b>                   | <b>\$ 100,000.00</b> | <b>\$ 227,586.00</b> | <b>\$ 327,586.00</b> |

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

## INTRADEPARTMENTAL CORRESPONDENCE

August 20, 2020  
14.1

**TO:** Chief of Police

**FROM:** Commanding Officer, Risk Management Legal Affairs Group

**SUBJECT:** TRANSMITTAL OF THE GRANT APPLICATION AND AWARD FOR THE  
2021-2022 ALCOHOL POLICING PARTNERSHIP GRANT

Attached for your approval and signature is an intradepartmental correspondence to the Board of Police Commissioners requesting approval to transmit the attached grant application and award for the California Department of Alcoholic Beverage Control's (ABC) 2021-2022 Alcohol Policing Partnership (APP) grant. The Los Angeles Police Department (LAPD) is requesting authorization to accept the \$97,500 award for the grant period of July 1, 2021 through June 30, 2022.

The 2021-2022 APP grant will enable Gang and Narcotics Division to continue ABC-related enforcement, education, and training on a Citywide level. The grant will be allocated for salary, overtime, and equipment costs.

If you have any questions regarding this matter, please contact Senior Management Analyst Stella Larracas, Grants Section, at (213) 486-0380.



STEVEN LURIE, Commander  
Commanding Officer  
Risk Management Legal Affairs Group

Attachments