LEROY D. BACA, SHERIFF

County of Los Angeles
Sheriff's Department Headquarters
4700 Ramona Boulevard
Monterey Park, California 91754-2169

A Tradition of Service

March 13, 2012

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
Los Angeles, California 90012

Dear Supervisors:

ACCEPT GRANT FUNDS FROM THE UNITED STATES DEPARTMENT OF JUSTICE, OFFICE OF COMMUNITY ORIENTED POLICING SERVICES FOR AN EDUCATION-BASED DISCIPLINE PROGRAM (ALL DISTRICTS) (3 VOTES)

SUBJECT

Request acceptance of Community Policing Development Program (CPD) grant funds in the amount of $100,000 from the United States Department of Justice, Office of Community Oriented Policing Services (COPS) related to the Los Angeles County Sheriff's Department (Department) Education-Based Discipline Program (EBD).

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and authorize the Sheriff as an agent of Los Angeles County (County) to accept 2011 CPD grant funds in the amount of $100,000 without a required match from COPS for the Innovative Officer Accountability Model (IOAM) project for the grant period from September 1, 2011, through August 31, 2013.

2. Approve and instruct the Chairman of the Board to execute and provide a wet signature on the attached COPS Cooperative Agreement Number 2011CKWXK032 (Agreement) for the grant period from September 1, 2011, through August 31, 2013.

3. Delegate authority to the Sheriff to execute and submit all grant documents, including applications, amendments, modifications, extensions, and renewals necessary to effectuate the grant.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On May 1, 2009, the Department launched EBD as an alternative to traditional disciplinary suspensions. EBD is a progressive disciplinary program that ensures employee accountability and development of a tailored remedial plan designed to lessen the likelihood of recurring offenses. EBD provides an option for employees to voluntarily participate in an individualized remedial plan that emphasizes education, training, and other creative interventions that promote a successful outcome.

Utilizing this CPD grant funding for the IOAM project, the Department's Regional Community Policing Institute (RCPI) will deliver EBD nationwide in the form of informational briefings, informational videos, technical assistance guides, and model courses provided to law enforcement professionals, relevant stakeholders, County managers, police union leaders, police oversight members, and police psychologists. The goals of this project are to increase awareness of EBD and to increase the skills and/or abilities of those wanting to institutionalize EBD within their own agencies.

Implementation of Strategic Plan Goals

This program is consistent with the County's Strategic Plan: Goal 1, Operational Effectiveness; Goal 2, Children, Family, and Adult Well-Being; and Goal 5, Public Safety, by effectively and efficiently providing public service, strengthening the safety and well-being of the community, and initiating and implementing violence reduction initiatives to provide a safer environment for residents through collaborative efforts across County clusters and with our community partners.

FISCAL IMPACT/FINANCING

Fiscal Year (FY) 2011-12 will be funded in the amount of $100,000. Funds will be used for travel/training in the amount of $80,034; $10,719 for overtime and Workers' Compensation; and $9,247 for Services and Supplies. There is no match required for this program. Any unspent funds from FY 2011-12 will be included in the Department's FY 2012-13 budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The term of the Agreement is two years from September 1, 2011, to August 31, 2013, in a total grant award amount of $100,000.

The Agreement requires that the Department deliver EBD nationwide in the form of informational briefings, informational videos, technical assistance guides, and model courses provided to law enforcement professionals, relevant stakeholders, and individuals. Due to the late execution of this Agreement, COPS will execute a future modification that revises the deliverable dates currently set forth in the Agreement.

The Agreement contains a supplanting requirement that mandates funds are not to be used to replace State or local funds that would, in the absence of Federal aid, be made available for funding purposes.

This Board letter and the Agreement have been reviewed by County Counsel.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

There will not be an impact on the District Attorney's Office, Public Defender's Office, or Alternate Public Defender's Office.

CONCLUSION

Upon Board approval, please instruct the Executive Office to return the original signed Agreement to the Department's Grants Unit.

Sincerely,

LEROY D. BACA
Sheriff

LDB:SAL:djp

U. S. Department of Justice
Community Oriented Policing Services
Research and Development Division

Community Policing Development

Treasury Account Symbol (TAS) 15X0406

COPS Cooperative Agreement

Project Title: Innovative Officer Accountability Model
Grant #: 2011CKWXK032
ORI #: CA01900
Applicant Organization's Legal Name: Los Angeles County Sheriff's Department
OJP Vendor #: 956000927
DUNS#: 0914190280000

Law Enforcement Executive: Sheriff Leroy D. Baca
Address: 4700 Ramona Boulevard
City, State, Zip Code: Monterey Park, CA 91754
Telephone: (323) 526-5000
Fax: (323) 415-1000

Government Executive: ~~Chairperson Michael D. Antonovich~~ Chairman Zev Yaroslavsky
Address: 500 West Temple Street
Room 869
City, State, Zip Code: Los Angeles, CA 90012
Telephone: (213) 974-5555
Fax: (213) 974-1010

Cooperative Agreement Conditions:
This project is approved subject to such conditions of limitations as are set forth on the attached pages.
Statutory Authority for Cooperative Agreement Award:
The Public Safety Partnership and Community Policing Act of 1994, 42 U.S.C. 3796dd(1994).

Award Start Date: 9/1/2011 Award End Date: 8/31/2013
Award Amount: $ 100,000.00

Bernard Melekian
Director

SEP 0 8 2011
Date

By signing this Award Document, the grantee agrees to abide by all 25 Grant Terms and Conditions on the reverse side of this document and the attached pages:

Leroy D. Baca
Sheriff

2-26-12
Date

~~Michael D. Antonovich~~
~~Chairperson~~

Zev Yaroslavsky
Chairman, Board of Supervisors

Date

False statements or claims made in connection with COPS grants may result in fines, imprisonment, debarment from participating in federal grants or contracts, and/or any remedy available by law to the Federal Government.

Award ID: 106153

Approved as to form
John F. Krattli, Acting County Counsel
By: Michele Jacobs
Deputy County Counsel

U.S. Department of Justice

Office of Community Oriented Policing Services

2011 Community Policing Development Terms and Conditions

By signing the Award Document to accept this Community Policing Development (CPD) award, your agency agrees to abide by the following award terms and conditions:

1. **Award Owner's Manual**: The awardee agrees to comply with the terms and conditions in the 2011 COPS Community Policing Development Program Award Owner's Manual; COPS statute (42 U.S.C. §. 3796dd et seq.); 28 C.F.R. Part 66 or 28 C.F.R. Part 70 as applicable (governing administrative requirements for grants and cooperative agreements); 2 C.F.R. Part 225 (OMB Circular A-87), 2 C.F.R. Part 220 (OMB Circular A-21), 2 C.F.R. Part 230 (OMB Circular A-122) and 48 C.F.R. Part 31.000 et seq. (FAR 31.2) as applicable (governing cost principles); OMB Circular A-133 (governing audits); representations made in the Community Policing Development Program grant application; the Cooperative Agreement; and all other applicable program requirements, laws, orders, regulations, or circulars.

2. **Assurances and Certifications**: The awardee acknowledges its agreement to comply with the Assurances and Certifications forms that were signed as part of its Community Policing Development Program application and any updated Assurances and Certifications forms included in your agency's award package.

3. **Allowable Costs**: The funding under this project is for the payment of approved costs for Community Policing Development purposes. The allowable costs for which your agency's award has been approved are limited to those listed on the Financial Clearance Memorandum, which is included in your agency's award package.

The Financial Clearance Memorandum specifies the costs that your agency is allowed to fund with your Community Policing Development award. It also describes any costs which have been disallowed after review of your proposed budget. **Your agency may not use Community Policing Development award funds for any costs that are not identified as allowable in the Financial Clearance Memorandum.**

4. **Travel Costs**: Travel costs for transportation, lodging and subsistence, and related items are allowable under the Community Policing Development Program with prior approval from the COPS Office. Payment for allowable travel costs will be in accordance with 2 C.F.R. Part 225 (OMB Circular A-87, Cost Principles for State, Local, and Indian Tribal Governments), 2 C.F.R. Part 220 (OMB Circular A-21, Cost Principles for Educational Institutions), 2 C.F.R. Part 230 (OMB Circular A-122, Cost Principles for Non-Profit Organizations), and 48 C.F.R. Part 31.000, et seq. (FAR-31.2, Cost Principles for Commercial Organizations), as applicable.

5. **Supplementing, Not Supplanting**: State, local, and tribal governments awardees must use Community Policing Development funds to supplement, and not supplant, state, local, or Bureau of Indian Affairs (BIA) funds that are already committed or otherwise would have been committed for award purposes (hiring, training, purchases, and/or activities) during the grant period. In other words, state, local, and tribal government awardees may not use COPS funds to supplant (replace) state, local, or BIA funds that would have been dedicated to the COPS-funded item(s) in the absence of the COPS grant.

6. **Extensions:** Your agency may request an extension of the grant award period to receive additional time to implement your grant program. Such extensions do not provide additional funding. Only those awardees that can provide a reasonable justification for delays will be granted no-cost extensions. **Extension requests must be received prior to the end date of the award.**

7. **Modifications**: Occasionally, a change in an agency's fiscal or law enforcement situation necessitates a change in its Community Policing Development award. Award modifications under the Community Policing Development Program are evaluated on a case-by-case basis. All modification requests involving the purchase of new budget items must be approved, in writing, by the COPS Office prior to their purchase or implementation. In addition, please be aware that the COPS Office will not approve any modification request that results in an increase of federal funds.

8. **Evaluations**: The COPS Office may conduct monitoring or sponsor national evaluations of the COPS Community Policing Development Program. The awardee agrees to cooperate with the monitors and evaluators.

9. **Reports**: To assist the COPS Office in the monitoring of your award, your agency will be responsible for submitting periodic programmatic progress reports and quarterly financial reports.

10. **Grant Monitoring Activities**: Federal law requires that awardees receiving federal funding from the COPS Office must be monitored to ensure compliance with their grant conditions and other applicable statutory regulations. The COPS Office is also interested in tracking the progress of our programs and the advancement of community policing. Both aspects of grant implementation—compliance and programmatic benefits—are part of the monitoring process coordinated by the U.S. Department of Justice. Award monitoring activities conducted by the COPS Office include site visits, office-based grant reviews, alleged noncompliance reviews, financial and programmatic reporting, and audit resolution. As a COPS Community Policing Development awardee, you agree to cooperate with and respond to any requests for information pertaining to your grant.

11. **Equal Employment Opportunity Plan (EEOP)**: All recipients of funding from the COPS Office must comply with the federal regulations pertaining to the development and implementation of an Equal Employment Opportunity Plan (28 C.F.R. Part 42 subpart E).

12. **Criminal Intelligence Systems**: Awardees using Community Policing Development funds to operate an interjurisdictional criminal intelligence system must comply with operating principles of 28 C.F.R. Part 23. The awardee acknowledges that it has completed, signed and submitted with its grant application the relevant Special Condition certifying its compliance with 28 C.F.R. Part 23.

13. **Sole Source Justification**: Awardees who have been awarded funding for the procurement of an item (or group of items) or service in excess of $100,000 and who plan to seek approval for use of a noncompetitive procurement process must provide a written sole source justification to the COPS Office for approval prior to obligating, expending, or drawing down grant funds for that item.

14. **Employment Eligibility**: The awardee agrees to complete and keep on file, as appropriate, a Bureau of Citizenship and Immigration Services Employment Eligibility Verification Form (I-9). This form is to be used by recipients of federal funds to verify that persons are eligible to work in the United States.

15. **State Information Technology Point of Contact**: The awardee agrees to ensure that the appropriate State Information Technology Point of Contact receives written notification regarding any information technology project funded by this Community Policing Development award during the obligation and expenditure period. This is to facilitate communication among local and state governmental entities regarding various information technology projects being conducted with these grant funds. In addition, the awardee agrees to maintain an administrative file documenting the meeting of this requirement. For a list of State Information Technology Points of Contact, go to http://it.ojp.gov/default.aspx?area=policyAndPractice&page=1046.

16. **False Statements**: False statements or claims made in connection with COPS grants may result in fines, imprisonment, or debarment from participating in federal grants or contracts, and/or any other remedy available by law.

17. **Public Release Information**: The awardee agrees to submit one copy of all reports and proposed publications resulting from this award twenty (20) days prior to public release. Any publications (written, curricula, visual, sound, or websites) or computer programs, whether or not published at government expense, shall contain the following statement: "This project was supported by Cooperative Agreement Number 2011-XX-XXX-XXX awarded by the Office of Community Oriented Policing Services, U.S. Department of Justice. The opinions contained herein are those of the author(s) and do not necessarily represent the official position or policies of the U.S. Department of Justice. References to specific agencies, companies, products, or services should not be considered an endorsement by the author(s) or the U.S. Department of Justice. Rather, the references are illustrations to supplement discussion of the issues."

18. **News Media**: The awardee agrees to comply with the COPS Office policy on contact with the news media. The policy establishes the COPS Office External Affairs Division as the principal point of contact for the news media for issues relevant to the COPS Office and/or parameters of the award. The awardee agrees to refer all media inquiries on these topics directly to the COPS Office External Affairs Division at 202-514-9079.

19. **Paperwork Reduction Act (PWRA)**: The awardee agrees, if required, to submit all surveys, interview protocols, and other information collections to the COPS Office for submission to the Office of Management and Budget (OMB) for clearance under the Paperwork Reduction Act (PWRA) of 1995.

20. **Human Subjects Research**: The awardee agrees to comply with the provisions of the U.S. Department of Justice's common rule regarding Protection of Human Subjects, 28 CFR Part 46, prior to the expenditure of Federal funds to perform such activity(ies), if applicable. The awardee also agrees to comply with 28 CFR Part 22 regarding the safeguarding of individually identifiable information collected from research participants.

21. **Copyright**: If applicable, U.S. Department of Justice regulations permit an awardee to copyright any work that is subject to copyright and was developed, or for which ownership was purchased, under an award. The awardee agrees that the COPS Office reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for Federal Government purposes: (1) the copyright in any work developed under the Community Policing Development award, subaward, or contract; and (2) any rights of copyright to which an awardee, subawardee, or a contractor purchases ownership with support from Community Policing Development funds. The awardee also agrees that it is responsible for acquiring the rights, and ensuring that its subcontractors/authors acquire the rights, to copyrighted material for inclusion in U.S. Department of Justice publications and other products and deliverables that are developed under the award, including the payment of required fees.

When appropriate, U.S. Department of Justice publications and other products and deliverables developed under the Community Policing Development award should contain the following copyright notice: "Copyright © [year work was published] [name of copyright owner]. The U.S. Department of Justice reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, this publication for Federal Government purposes. This publication may be freely distributed and used for noncommercial and educational purposes only."

22. **Additional High-Risk Grantee Requirements**: The recipient agrees to comply with any additional requirements that may be imposed during the grant performance period if the awarding agency determines that the recipient is a high-risk awardee (28 C.F.R. Parts 66 and 70).

23. **Central Contractor Registration and Universal Identifier Requirements.** The Office of Management and Budget requires Federal agencies to include the following standard award term in all grants and cooperative agreements made on or after October 1, 2010:

A. Requirement for Central Contractor Registration (CCR)
Unless you are exempted from this requirement under 2 C.F.R. 25.110, you as the recipient must maintain the currency of your information in the CCR until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.

B. Requirement for Data Universal Numbering System (DUNS) Numbers
If you are authorized to make subawards under this award, you:
1. Must notify potential subrecipients that no entity (see definition in paragraph C of this award term) may receive a subaward from you unless the entity has provided its DUNS number to you.
2. May not make a subaward to an entity unless the entity has provided its DUNS number to you.

C. Definitions
For purposes of this award term:
1. *Central Contractor Registration (CCR)* means the federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the CCR Internet site (currently at *http://www.ccr.gov*).
2. *Data Universal Numbering System (DUNS) number* means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (currently 866.705.5711) or the Internet (currently at *http://fedgov.dnb.com/webform*).
3. *Entity*, as it is used in this award term, means all of the following, as defined at 2 C.F.R. part 25, subpart C:
   a. A governmental organization, which is a State, local government, or Indian Tribe;
   b. A foreign public entity;
   c. A domestic or foreign nonprofit organization;
   d. A domestic or foreign for-profit organization; and
   e. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.
4. *Subaward:*
   a. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
   b. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, *see* Sec. __.210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").
   c. A subaward may be provided through any legal agreement, including an agreement that you consider a contract.
5. *Subrecipient* means an entity that:
   a. Receives a subaward from you under this award; and
   b. Is accountable to you for the use of the federal funds provided by the subaward.

24. **Reporting Subawards and Executive Compensation.** The Office of Management and Budget requires Federal agencies to include the following standard award term in all grants and cooperative agreements made on or after October 1, 2010:

a. *Reporting of first-tier subawards.*
1. *Applicability*. Unless you are exempt as provided in paragraph d. of this award term, you must report each action that obligates $25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111–5) for a subaward to an entity (see definitions in paragraph e. of this award term).

2. *Where and when to report.*
   i. You must report each obligating action described in paragraph a.1. of this award term to www.fsrs.gov.
   ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)

3. *What to report.* You must report the information about each obligating action that the submission instructions posted at www.fsrs.gov

specify.

b. *Reporting Total Compensation of Recipient Executives.*

1. *Applicability and what to report.* You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—
   i. the total Federal funding authorized to date under this award is $25,000 or more;
   ii. in the preceding fiscal year, you received—
      (A) 80 percent or more of your annual gross revenues from federal procurement contracts (and subcontracts) and federal financial assistance subject to the Transparency Act, as defined at 2 C.F.R. 170.320 (and subawards); and
      (B) $25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts) and federal financial assistance subject to the Transparency Act, as defined at 2 C.F.R. 170.320 (and subawards); and
   iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at www.sec.gov/answers/execomp.htm.)

2. *Where and when to report.* You must report executive total compensation described in paragraph b.1. of this award term:
   i. As part of your registration profile at *http://www.ccr.gov*.
   ii. By the end of the month following the month in which this award is made, and annually thereafter.

c. *Reporting of Total Compensation of Subrecipient Executives.*

1. *Applicability and what to report.* Unless you are exempt as provided in paragraph d. of this award term, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if—
   i. in the subrecipient's preceding fiscal year, the subrecipient received—
      (A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and federal financial assistance subject to the Transparency Act, as defined at 2 C.F.R. 170.320 (and subawards); and
      (B) $25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts), and federal financial assistance subject to the Transparency Act (and subawards); and
   ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at www.sec.gov/answers/execomp.htm.)

2. *Where and when to report.* You must report subrecipient executive total compensation described in paragraph c.1. of this award term:
   i. To the recipient.
   ii. By the end of the month following the month during which you make the subaward.

For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

d. *Exemptions*

If, in the previous tax year, you had gross income, from all sources, under $300,000, you are exempt from the requirements to report:
   i. Subawards, and
   ii. The total compensation of the five most highly compensated executives of any subrecipient

e. *Definitions.*

For purposes of this award term:

1. *Entity* means all of the following, as defined in 2 C.F.R. part 25:
   i. A governmental organization, which is a State, local government, or Indian Tribe;
   ii. A foreign public entity;
   iii. A domestic or foreign nonprofit organization;
   iv. A domestic or foreign for-profit organization;
   v. A federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

2. *Executive* means officers, managing partners, or any other employees in management positions.

3. *Subaward*:
   i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for

which you received this award and that you as the recipient award to an eligible subrecipient.

ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. __.210 of the attachment to OMB Circular A–133, ''Audits of States, Local Governments, and Non-Profit Organizations'').

iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.

4. *Subrecipient* means an entity that:
   i. Receives a subaward from you (the recipient) under this award; and
   ii. Is accountable to you for the use of the federal funds provided by the subaward.

5. *Total compensation* means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 C.F.R. 229.402(c)(2)):
   i. *Salary and bonus.*
   ii. *Awards of stock, stock options, and stock appreciation rights.* Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
   iii. *Earnings for services under non-equity incentive plans.* This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
   iv. *Change in pension value.* This is the change in present value of defined benefit and actuarial pension plans.
   v. *Above-market earnings on deferred compensation which is not tax-qualified.*
   vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds $10,000.

25. **Federal Civil Rights Laws.** As a condition of receipt of federal financial assistance, you acknowledge and agree that you will not (and will require any subgrantees, contractors, successors, transferees, and assignees not to), on the ground of race, color, religion, national origin (which includes providing limited English proficient persons meaningful access to your programs), sex, disability or age, unlawfully exclude any person from participation in, deny the benefits of or employment to any person, or subject any person to discrimination in connection with any programs or activities funded in whole or in part with federal funds. These civil rights requirements are found in the non-discrimination provisions of Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. § 2000d); the Omnibus Crime Control and Safe Streets Act of 1968, as amended (42 U.S.C. § 3789d); Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794); the Americans with Disabilities Act (ADA) of 1990, as amended (42 U.S.C. §§ 12101-12213, 47 U.S.C. §§ 225, 611); the Age Discrimination Act of 1975 (42 U.S.C. §6101, et seq.); Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681 et seq.); the corresponding DOJ regulations implementing those statutes at 28 C.F.R. part 42 (subparts C, D, E, G, and I); and the regulations implementing the ADA, as revised (28 C.F.R. parts 35 and 36; 29 C.F.R. parts 1630, 1640, 1641; 47 C.F.R. §§ 64.601-606, 611, and 613; 49 C.F.R. parts 37 and 38). You also agree to comply with Executive Order 13279 Equal Treatment for Faith-Based Organizations and its implementing regulations at 28 C.F.R Part 38, which requires equal treatment of religious organizations in the funding process and nondiscrimination of beneficiaries by Faith-Based Organizations on the basis of belief or non-belief.

U.S. Department of Justice
Office of Community Oriented Policing Services

145 N Street, NE
Washington, DC 20530

Cooperative Agreement 2011CKWXK032
Los Angeles County Sheriff's Department

I. Statement of Authority

This Cooperative Agreement between the Los Angeles County Sheriff's Department "the Awardee," and the U.S. Department of Justice Office of Community Oriented Policing Services (COPS Office), is hereby entered into under the authority of 42 USC Section 3796dd et seq. The purposes of this Cooperative Agreement are described below.

II. Statement of Background and Purpose

BACKGROUND:

Law enforcement executives have recognized that quality training enhances quality service to the public. However, the law enforcement employee discipline system does not reflect this. Missing in the discipline process is training and/or re-training focused on changing the behavior and/or decision making process that resulted in the discipline, lessening the likelihood of recurring offenses. Focusing on punitive punishment does not increase the level of community service, does not increase the level of the employee's performance and does not remediate the employee.

All law enforcement managers and supervisors are confronted with deciding how to effectively handle employee performance issues as they surface through the various administrative processes of their agencies. The response to performance issues usually comes in the form of a traditional disciplinary determination that requires a wide range of punishment. On May 1, 2009, the Los Angeles County Sheriff's Department launched the Education-Based Discipline (EBD) program as an alternative to traditional disciplinary suspensions. EBD provides an option for employees to voluntarily participate in an individualized remedial plan that emphasizes education, training, and other creative interventions which promote a successful outcome. EBD is offered to an employee who is facing a one to thirty day suspension as an alternative to an unpaid suspension. This alternative discipline cannot be utilized for demotions or discharges. Once EBD is proposed, the decision to participate in EBD rests solely with the employee who may opt not to participate in the EBD process. The employee retains all grievance rights including the right to accept a suspension. EBD is offered as an alternative to an unpaid suspension to employees facing a suspension. If an employee agrees to participate in EBD, the employee will agree to any combination of the following: attend classes, attend training, conduct briefings, author a research paper, or participate in an activity addressing the behavior

that resulted in the discipline.

One mandatory component for an employee choosing EBD is participation in an eight hour ethics based course. The Los Angeles County Sheriff's Department has titled this class, LIFE (Lieutenants Interactive Forum for Education (LIFE). The LIFE class is the foundational course for EBD. LIFE is an eight hour class facilitated by lieutenants and professional staff middle managers from throughout the LASD. The learning objective of this class is to provide students (all ranks, sworn and non-sworn) with an understanding of the factors that contribute to effective and ineffective decisions. In addition to the eight-hour Ethics class, every participant involved in the program will have an education and training program specifically designed for them. The education and training program focuses on problem-solving and self-management; skill enhancement; boundary recognition; substance misuse/abuse awareness; character reinforcement; and mitigating and aggravating factors.

EBD is a progressive disciplinary program that ensures accountability but also causes development of a tailored remedial plan designed to lessen the likelihood of recurring offenses. The employee's changed behavior will advance community policing, agency effectiveness, and employee morale. The EBD program outcome will increase the capacity of managers and supervisors in law enforcement agencies nationwide to promote organizational legitimacy through transparent and values-based practices. This innovative project will complement the existing Ethics and Integrity initiatives, i.e., Boston Police Department Enhancing Cultures of Integrity (2003-HS-HX-0006). The BPD project focused on enhancing accountability and the culture of integrity that focuses on increasing the core operational processes such as intelligence collection and citizen compliant review processes. The EBD project expands the community policing effort by focusing on improving the employee's performance which will ultimately benefit the community.

PRIMARY OBJECTIVE:

The EBD program will advance the practice of community policing in law enforcement nationwide and complement the Boston Police Department (BPD), Enhancing Cultures of Integrity Initiative, (2003-HS-WX-0006). The below goals will be accomplished:

GOAL 1: Increase the number of agencies/individuals who are aware of the Education-Based Discipline Program.

- Objective 1.1: Deliver half-day EBD informational briefings to law enforcement professionals, and relevant stakeholders, i.e. city/county managers, police union leaders, police oversight members, police psychologists, etc. Eight (4 hour) trainings, o be completed in four days, will be provided nationally.

- Objective 1.2: Create a brief EBD informational video.

- Objective 1.3: Develop an electronic EBD Technical Assistance Guide which will contain all resources pertaining to the EBD program, the LIFE class, and other courses offered to EBD

participants.

GOAL 2: Increase the skills and/or abilities of law enforcement agencies, relevant stakeholders, and/or individuals wanting to institutionalize EBD within their agencies.

- Objective 2.1: Deliver one Ethics Class (modeled after the LIFE Class) train-the-trainer (16 hours) course to train 10 new instructors throughout the nation (class to be conducted in South Carolina or California).

- Objective 2.2 Deliver Ethics Classes (LIFE) (8-hour) . We propose to deliver 6 of these trainings regionally throughout the nation.

- Objective 2.3: Deliver one Leadership Institute (modeled after the DLI) train the trainer (24 hours) course to train 10 new instructors with the Leadership Institute course throughout the nation (classes to be conducted in South Carolina or California).

- Objective 2.4: Deliver Leadership Institute (16-hour) classes. Six trainings will be delivered regionally throughout the nation.

III. Scope of Work

For a period hereinafter set forth, the COPS Office and the Awardee will cooperatively furnish the necessary personnel, travel, supplies, and otherwise perform all things necessary for, or incident to, the performance of work (the accomplishment of functional objectives) as set forth below:

A. Specifically, the COPS Office will:

1. Designate a Program Manager to participate in the planning and management of this Cooperative Agreement and to coordinate activities.

2. Provide information and technical assistance from government sources within available resources and as determined appropriate by the Program Manager.

3. Provide guidance to the Awardee in the planning and development of strategies used in the project and in the coordination of the project with law enforcement agencies and organizations interested in contributing their support.

4. Review and approve Education-Based Discipline briefing materials, Technical Assistance Guide, and training materials for all trainging courses.

5. Work with the Awardee identify and and select law enforcement agencies to participate in training programs.

6. Assist with the development of EBD informational video and technical assistance guide.

7. Review and approve all periodic progress reports as well as, technical assistance guidebook, and EDB informational video prior to distribution.

8. If applicable, U.S. Department of Justice regulations permit an awardee to copyright any work that is subject to copyright and was developed, or for which ownership was purchased, under an award. The COPS Office will reserve a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes: (1) the copyright in any work developed under this Cooperative Agreement, subgrant, or contract; and (2) any rights of copyright to which an Awardee, subgrantee, or a contractor purchases ownership with support from this Cooperative Agreement. Additionally, the COPS Office may make available for reproduction material produced under this Cooperative Agreement by any means, including a U.S. Department of Justice website, a hard copy(ies), or in electronic form(s), without restriction.

B. Specifically, the Awardee will:

1. Be responsible for acquiring the rights, and ensuring that its subcontractors/authors acquire the rights, to copyrighted material for inclusion in U.S. Department of Justice publications or other products or deliverables that are developed under this Cooperative Agreement, including the payment of required fees. All licensing, publishing or similar agreements with a copyright holder, publisher or other relevant party shall include provisions giving the Federal Government a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, the publication for Federal Government purposes.

2. Work closely with the COPS Office and Program Manager to achieve the tasks specified in the Cooperative Agreement.

3. Provide further detail on project plans as requested by the Program Manager.

4. Adhere to the requirements or tasks specified in this Cooperative Agreement and not deviate from them unless requested adjustments are first presented to and approved by the Program Manager.

5. Submit for prior approval or disapproval to the Program Manager any proposed changes in key staff assignments to this project and any significant changes in any partner's role or responsibilities.

6. Obtain written approval from the COPS Office prior to obligating, expending or drawing down Agreement funds for the award of non-competitive contracts (including equipment purchases) in excess of $100,000.

7. Ensure that all proposed deliverables and publications follow and are in accordance with the COPS Office Editorial and Graphics Style Manual.

8. Submit one copy of all reports and proposed products and deliverables (written, curricula, visual, sound, or websites) or computer programs resulting from this agreement to the Program Manager twenty (20) days prior to public release.

9. All products and deliverables (written, curricula, visual, sound, or websites) or computer programs developed under this Cooperative Agreement shall contain the following statement:

   > This project was supported by Cooperative Agreement Number 2011-CK-WX-K032 awarded by the Office of Community Oriented Policing Services, U.S. Department of Justice. The opinions contained herein are those of the author(s) and do not necessarily represent the official position or policies of the U.S. Department of Justice. References to specific agencies, companies, products, or services should not be considered an endorsement by the author(s) or the U.S. Department of Justice. Rather, the references are illustrations to supplement discussion of the issues.

   When appropriate, U.S. Department of Justice publications and other products and deliverables developed under this Cooperative Agreement should contain the following copyright notice:

   > Copyright © [year work was published] [name of copyright owner]. The U.S. Department of Justice reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, this publication for Federal Government purposes. This publication may be freely distributed and used for noncommercial and educational purposes only.

10. Ensure that all electronic and information technology deliverables (web sites and web-based information, video and multimedia products, compact disks, software applications and operating systems, telecommunication products) are developed and produced in a format that is accessible according to Section 508 accessibility requirements. Specifically, video should contain closed-captioning and audio description options. Electronic publications should be created in HTML, PDF fully tagged, or accessible text file format and all web sites must be fully compliant with 508 accessibility standards. For more information on Section 508 accessibility requirements, consult http://www.section508.gov/.

11. If required, submit all surveys, interview protocols, and other information collections to the COPS Office for submission to the Office of Management and Budget (OMB) for clearance under the Paperwork Reduction Act (PWRA) of 1995.

12. Agree to cooperate with the monitor or evaluator if monitoring or an evaluation of this project is to be undertaken by the COPS Office or a third party and, in consultation with the COPS Office, agree to make reasonable adjustments to programs and activities in recognition of significant points of evaluation or feedback and to remedy any violations of the terms and conditions of this award.

13. Be responsible for the development, approval and operation of all subawards and shall require its subawardees to adhere to applicable Federal requirements governing Federal assistance. The Awardee will ensure that subawardees maintain effective control and accountability over all funds, property and other assets covered by subawards and that each subawardee establishes and uses internal fiscal and program management procedures sufficient to prevent fraud or abuse, pursuant to 28 C.F.R. Part 70.51 and 28 C.F.R. Parts 66.37 and 66.40, as applicable.

14. At the request of the COPS Office, the Awardee will work to develop a marketing plan to increase the visibility of the project and any accompanying outcomes/deliverables. The Awardee will coordinate any marketing activities with the COPS Office.

15. Work closely with the COPS Office and Program Manager to respond to peer reviewer, Program Manager and/or other COPS staff comments prior to the Cooperative Agreement expiration date.

16. Obtain written approval from the COPS Office prior to entering into any contract, agreement or other obligation for costs related to any conference, meeting, retreat, seminar, symposium, training activity, or similar event funded under this award.

17. Ensure that all conference or similar event costs comply with current and future guidelines and policies that you receive from the COPS Office on conference planning, food and beverages, minimizing costs, and conference cost reporting.

18. Within 45 days after the end of any conference, meeting, retreat, seminar, symposium, training activity, or similar event funded under this award, and the total cost of which exceeds $20,000 in award funds, the recipient must provide the Program Manager with the following information and itemized costs:

    1) name of the event;
    2) event dates;
    3) location of event;
    4) number of federal attendees;

5) number of non-federal attendees;
6) costs of event space, including rooms for break-out sessions;
7) costs for audio visual services;
8) other equipment costs (e.g., computer fees, telephone fees);
9) costs of printing and distribution;
10) costs of meals provided during the event;
11) costs of refreshments provided during the event;
12) costs of event planner;
13) costs of event facilitators; and
14) any other direct costs associated with the event.

The recipient must also itemize and report any of the following attendee (including participants, presenters, speakers) costs that are paid or reimbursed with Cooperative Agreement funds:

1) meals and incidental expenses (M&IE portion of per diem);
2) lodging;
3) transportation to/from event location (e.g., common carrier, privately owned vehicle (POV)); and
4) local transportation (e.g., rental car, POV) at event location.

Note that if any item is paid for with registration fees, or any other non-award funding, then that portion of the expense does not need to be reported.

19. If applicable, the Awardee will submit all approved indirect cost rates covering the grant award period to the COPS Office within 30 days of approval from the cognizant federal agency.

    If a provisional indirect cost rate is in effect at grant closeout, the Awardee shall proceed with closeout but will complete an expenditure analysis upon receipt of the approved final indirect cost rate to determine if an adjustment is necessary. If the Awardee drew down excess COPS funding for indirect costs, the Awardee must return the overpayment to the COPS Office and submit a revised Federal Financial Report (SF-425) If the Awardee incurred additional indirect costs, the Awardee may request a budget modification if the grant is still open and grant funds are available. If the Awardee returns or draws down COPS funding, the Awardee will submit a revised final Federal Financial Report (SF-425).

    The Awardee understands that if it submitted an expired indirect cost rate agreement, it cannot draw down for indirect costs until the COPS Office receives a current provisional or approved indirect cost rate agreement.

20. The Awardee will produce training curriculum according to the specifications of the *COPS Curriculum Development Standards.* This process will include:

- Developing the Course Design Document and submit to the COPS Office.
- Reviewing and incorporating comments for the Course Design Document by the COPS Office.
- Producing a course prototype according to the specifications of the COPS Instructional Design Manual and submitting it to the COPS Office.
- For web-based curriculum, develop a storyboard of the curriculum and provide to the COPS Office for approval
- Produce a draft curriculum once the course prototype and/or storyboard (for web-based curriculum only) is approved by the COPS Office.
- Work with COPS Office and Program Manager to address peer review, Program Manager and/or other COPS staff comments to draft curriculum.
- Conduct pilot of the draft curriculum and incorporating changes from the pilot and any recommended by the COPS Office as appropriate.
- Produce a final curriculum with associated training support materials (instructor, participant guides, power points, DVDs, etc) to be submitted to the COPS Office for review and approval.
- Design and administer Level 1 and Level 2 evaluation instruments to all training participants to enable participants to feedback to the course, and measure the overall effectiveness of the training. The Awardees, and any sub awardees, will comply with the evaluation requirements within the *COPS Curriculum Standards, Review and Approval Guide.* The evaluation instruments will be submitted to the COPS Office for review and approval.
- Provide one copy of approved curriculum with associated training materials to the COPS Office 20 days after the final approval is received from the COPS Office.
- Deliver a summary report of each training session within 45 calendar days of its completion. At a minimum, the report will include the date and location of the training, number of training participants, and Level 1 and Level 2 evaluation results.

C. The Awardee acknowledges that:

1. If any part of the funded project contains research or statistical activities which involve human subjects that are not covered by an exemption set forth in 28 C.F.R. Section 46.101(b)(1-6), the Awardee must meet the provisions of the U.S. Department of Justice's common rule

regarding the Protection of Human Subjects, 28 C.F.R. Part 46, prior to the expenditure of Federal funds to perform such activity(ies). The Awardee also agrees to comply with 28 C.F.R. Part 22 regarding the safeguarding of individually identifiable information collected from research participants.

2. Implementation of this award shall be subject to Federal monitoring, auditing, and/or evaluation and/or a Single Audit Act audit (see OMB Circular A-133) and the Awardee agrees to cooperate with such activities by providing access to and copies of, as appropriate, all project-related records, documents and personnel. If the Awardee is a for-profit organization, the Uniform Administrative Requirements 28 C.F.R. 70.26(d) states that, "Commercial organizations must follow the audit threshold in revised OMB Circular A-133 in determining whether to conduct an audit in accordance with Government Auditing Standards."

3. Failure to comply with the terms and conditions of this award may result in legal sanctions including, but not limited to, suspension and termination of funds, repayment of expended funds, and ineligibility to receive additional COPS funding.

4. False statements or claims made in connection with COPS awards may result in fines, imprisonment, debarment from participating in Federal grants or contracts, and/or any other remedy available by law to the Federal Government.

D. Specific Requirements

At a minimum, the following specific requirements shall be fulfilled by the Awardee during the specified timeframe.

Task 1: Develop a marketing plan to advertise the award and program offerings to ensure a broad dissemination of the EBD program to the target audience, (examples of marketing include: RCPI-CA, LASD, and COPS Website, COPS electronic publication, publications, teletype messages, EDB brochure, through RCPI partners, etc..)

Task 2: Create script for EBD Educational Video

Task 3: Create a draft of the EDB Technical/Resource Assistance Guide

Task 4: Deliver two (4 hours each to be completed in two days) EBD Educational Briefings

Task 5: Disseminate EBD Technical/Resource Assistance Guide

Task 6: Conduct EBD Educational Briefings

Task 7: Deliver an Ethics Class (modeled after LIFE) Train-the-Trainer Course

Year one — End of third quarter **(August 31, 2012)**

Task 8: Disseminate EBD Informational Video

Task 9: Deliver an Leadership Institute (24 hour) Train-the-trainer Course

Year one — End of fourth quarter **(December 31, 2012)**

Task 10: Deliver two (four hours each to be delivered in two days) EBD Educational Briefings

Year two — End of second quarter **(April 30, 2013)**

Task 11: Deliver three (8-hour) Ethics Classes (modeled after LIFE Class) .

Task 12: Deliver three regional (16-hour) Leadership Institute classes

Task 13: Deliver two (4 hours each to be delivered in two days) EBD Educational Briefings

Year two — End of fourth quarter **(August 31, 2013)**

Task 14: Deliver three (16-hour) Leadership Institute classes

Task 15: Deliver three (8-hour) Ethics Classes

Task 16: Deliver two (4 hours each to be delivered in two days) EBD Educational Briefings .

E. Performance Time Line and Deliverables

The following is a performance time line for all deliverables and their due dates (based upon an award date of 09/01/2011 which are considered to be significant in the performance of this Cooperative Agreement. Three hard copies and one electronic copy of deliverable items shall be delivered and in accordance with the following schedule:

Deliverables	**Date**
Marketing plan to advertise the award and program offerings to ensure a broad dissemination of the EBD program to the target audiences.	
Two (4 hours each to be completed in two days) EBD Educational Briefings	

(December 31, 2011).

Two EBD Educational Briefings

One Ethics Class (modeled after LIFE) Train-the-Trainer Course

(April 30, 2012)

EBD Informational Video

One Leadership Institute (24 hour) Train-the-trainer Course

(August 31, 2012)

Two (four hours each to be delivered in two days) EBD Educational Briefings

(December 31, 2012)

Three (8-hour) Ethics Classes (modeled after LIFE Class) .

Three regional (16-hour) Leadership Institute classes

Two (4 hours each to be delivered in two days) EBD Educational Briefings .

(April 30, 2013)

Six (16-hour) Leadership Institute classes

Six (8-hour) Ethics Classes

Four (4 hours each to be delivered in two days) EBD Educational Briefings .

(August 31, 2013)

All deliverable items shall be furnished to the following:

Jessica Mansourian
Program Analyst
U.S. Department of Justice
COPS Office
Research & Development Division
145 N Street, NE, 11th Floor
Washington, DC 20530
Telephone: 202-616-9503
Fax: 202-616-8658
jessica.mansourian@usdoj.gov

F. Financial Status Reports

The Awardee will provide quarterly reports of project activity and expenditures. Specifically, the Awardee is required to submit quarterly Federal Financial Reports on the Standard Form 425 (SF-425) within 30 days after the end of each quarter (January 1-March 31 / April 1-June 30 / July 1-September 30 / October 1-December 31). A final SF-425 is due within 90 days after the end of the grant period. Awardees are highly encouraged to submit the quarterly SF-425 online. Visit the COPS website at http://www.cops.usdoj.gov and select the "Account Access" link in the upper right corner to login, complete, and submit reports online. If an Awardee is unable to submit the SF-425 online, a signed copy of the completed SF-425 can be faxed to 202.616.9004 or 202.514.2852.

G. Programmatic Progress Reports

The Awardee will provide quarterly periodic progress reports detailing project activity. Specifically, the Awardee will submit progress reports through the COPS online progress reporting system in the frequency requested. These should be received by the COPS Office within 30 days of the end of the reporting period. The Awardee will submit a final progress report, to be received by the COPS Office within 30 days of the end of the grant period.

IV. Period of Performance

The period of performance of this Cooperative Agreement is 24 months from the Cooperative Agreement Award Start Date (award period 09/01/2011, to 08/31/2013).

V. Financial Administration

A. Funding: The total not-to-exceed amount of Federal funding to be provided under this Cooperative Agreement is $100,000 as specified in the official Financial Clearance Memo that accompanies this document.

B. Travel: All travel plans related to the Cooperative Agreement and to the development of the deliverables should be submitted to the Program Manager for review by the COPS Office.

1. If the Awardee is subject to Circular A-21 Cost Principles for Educational Institutions; Circular A-87 Cost Principles for State, Local and Indian Tribal Governments; or Circular A-122 Cost Principles for Non-Profit Organizations, then travel costs that are incurred directly by the Awardee will be reimbursed based upon the Awardee's written institutional travel policy if the costs are reasonable and allocable to the project. In the absence of an acceptable institutional travel policy, allowable per diem travel costs for lodging, meals and incidentals will be reimbursed based on the established GSA per diem rates for the relevant geographic area. Allowable airfare travel costs will be reimbursed based upon the lowest discount commercial airfare, the Federal Government contract airfare, if authorized and available, or standard coach airfare.

   If the Awardee is subject to FAR-31.2, Contracts with Commercial Organizations, then travel costs that are incurred directly by the Awardee will be reimbursed if the costs are reasonable and allowable under the project. Travel costs for lodging, meals and incidental expenses may be reimbursed based on per diem, actual expenses or a combination of these methods, as long as the reimbursement rate does not exceed established GSA per diem rates as set forth in the Federal Travel Regulation. Transportation costs may be reimbursed based on mileage rates, actual costs incurred, or on a combination of these methods. Allowable airfare travel costs will be reimbursed based upon standard coach fare, unless otherwise authorized in advance by the COPS Office.

2. If the Awardee is subject to Circular A-21 Cost Principles for Educational Institutions; Circular A-87 Cost Principles for State, Local and Indian Tribal Governments; or Circular A-122 Cost Principles for Non-Profit Organizations, then travel costs that are incurred for project-related non-grantee travel will be reimbursed based upon the Awardee's written institutional travel policy (if available) and if the costs are reasonable and allocable. In the absence of an acceptable and available institutional travel policy, allowable per diem travel costs for lodging, meals and incidentals will be reimbursed based on the established GSA per diem rates for the relevant geographic area, unless otherwise authorized in advance by the COPS Office. Allowable airfare travel costs will be reimbursed based upon the lowest discount commercial airfare, the Federal Government contract airfare, if authorized and available, or standard coach airfare, unless otherwise authorized in advance by the COPS Office.

C. Consulting Rates: Unless otherwise approved by the COPS Office, approved consultant rates will be based on the salary a consultant receives from his or her primary employer, as applicable, up to $550 per day. For consultant or contractor rates which exceed $550 per day, the COPS Office requires written justification if the consultants or contractors are hired through a noncompetitive bidding process. Authorization requires submitting a detailed written justification of the consultant rate to the Program Manager. Specific and detailed written justification for each additional consultant must be submitted to and approved by the COPS Office prior to obligation or expenditure of such funds.

D. Project Budget: The approved project budget, dated 12/07/2011, is incorporated herein and made a part of this Cooperative Agreement. Reallocation of dollars between approved budget categories is allowed up to 10 percent (10%) of the total award amount as last approved by the COPS Office, provided there is no change in project scope. When the cumulative changes exceed 10 percent (10%) of the total award amount or change the scope of the project, prior approval from the COPS Office is

required. The Awardee must promptly notify the COPS Office in writing of events or proposed changes in excess of 10% of the total award amount and must obtain written approval from the COPS Office for the changes before incurring the proposed costs. In requesting an adjustment, the Awardee will set forth the reasons and the basis for the proposed change and any other information deemed helpful for review by the COPS Office.

E. Payment: All costs claimed for reimbursement, and payment, including the final payment, shall be submitted via the Grant Payment Request System (GPRS).

F. No-Cost Extensions of Time: Awardee must provide a reasonable justification for delays in implementing this Cooperative Agreement to be granted a no-cost extension. A request for an extension of the grant award period to receive additional time to implement the funded program is at the discretion of the COPS Office. Such extensions do not provide additional funding.

G. Employment: Awardee acknowledges that nothing in this Cooperative Agreement shall be construed to create an employment relationship with the COPS Office or with the Federal government or to require provision of any benefits incident to employment.

VI. Program Manager(s)

A. COPS Office

Jessica Mansourian
Program Analyst
U.S. Department of Justice
COPS Office
Research & Development Division
145 N Street, NE, 11th Floor
Washington, DC 20530
Telephone: 202-616-9503
Fax: 202-616-8658
jessica.mansourian@usdoj.gov

B. Awardee

Leroy D. Baca
Sheriff
Los Angeles County Sheriff's Department
4700 Ramona Boulevard
Monterey Park, CA 91754
Telephone: 323. 526-5000
Fax: 323 415-1000
grants@lasd.org

VII. General Provisions

The Awardee of record must follow all requirements imposed by the Department of Justice as an award term, condition or administrative requirement of the grant, including but not limited to: the COPS Community Policing Development Program Award Owner's Manual; the Assurances and Certifications; the COPS statute (42 U.S.C. §3796dd et seq.); 28 C.F.R. Part 66 or 28 C.F.R. Part 70 as applicable (governing administrative requirements for grants and cooperative agreements); 2 C.F.R. Part 225 (OMB Circular A-87), 2 C.F.R. Part 220 (OMB Circular A-21), 2 C.F.R. Part 230 (OMB Circular A-122) and 48 C.F.R. Part 31.000 et seq. (FAR 31.2) as applicable (governing cost principles); OMB Circular A-133 (governing audits); the current edition of the COPS Grant Monitoring Standards and Guidelines; the COPS Office Editorial and Graphics Style Manual; and all other applicable program requirements, laws, orders, regulations, or circulars.

Pursuant to Executive Order 13513," Federal Leadership on Reducing Text Messaging While Driving," the COPS Office encourages recipients of Department of Justice funds to adopt and enforce policies that ban text messaging while driving and to establish workplace safety policies to decrease crashed caused by distracted drivers.

VIII. Modifications

The designated COPS and Awardee project officers (under section VI (A) and VI (B)) for their respective organizations shall have the authority to propose and approve any modifications to this Cooperative Agreement. Modifications to this Cooperative Agreement may be proposed at any time during the period of performance by either party, and shall become effective upon approval by both parties.

IN WITNESS THEREOF, the parties hereto have caused this Cooperative Agreement to be executed as of the date therein written.

Signature(s):

Bernard Melekian, Director
Office of Community Oriented Policing Services

Date:

Approved as to form
John F. Krattli
Acting County Counsel
By: Michele Jackson
Deputy County Counsel

Signature of the Law Enforcement Executive/Program Official with the authority to accept this grant award:

Leroy D. Baca

Leroy D. Baca, Sheriff
Los Angeles County Sheriff's Department

Date:

Signature of the Government Executive/Financial Official with the authority to accept this grant award:

~~Michael Antonovich, Mayor~~
~~Los Angeles County~~

Zev Yaroslavsky, Chairman
Los Angeles County Board of Supervisors

Date:

U. S. Department of Justice

Community Oriented Policing Services

Research and Development (R&D)

Community Policing Advancement

Modified

145 N Street, N.E.
Washington, DC 20530

Memorandum

To: Sheriff Leroy D. Baca
Los Angeles County Sheriff's Department

From: Sandra Webb, Deputy Director of Support
Jessica Mansourian, Program Manager
Budget Prepared By: Jessica Mansourian, Grant Program Specialist

Re: Innovative Officer Accountability Model Financial Clearance Memo

A financial analysis of budgeted costs has been completed. Costs under this award appear reasonable, allowable, and consistent with existing guidelines. Exceptions/Adjustments are noted below.

OJP Vendor #: 956000927 **ORI #: CA01900** **DUNS #: 028950678** **Grant #: 2011CKWXK032**

Budget Category	Proposed Budget	Approved Budget	Adjustments	Disallowed/Adjusted - Reasons/Comments
Travel/Training	$80,034.00	$80,034.00	$0.00	
Equipment	$1,000.00	$1,000.00	$0.00	
Supplies	$3,000.00	$3,000.00	$0.00	
Consultants/Contractors	$4,123.00	$4,123.00	$0.00	
Other	$1,124.00	$1,124.00	$0.00	
Personnel	$10,150.00	$10,034.00	$116.00	math error
Fringe Benefits	$693.00	$685.00	$8.00	math error
Direct Costs:	$100,124.00	$100,000.00	$124.00	
Grand Total	**$100,124.00**	**$100,000.00**	**$124.00**	

Grand Total: **Federal Share: $ 100,000.00**
Applicant Share: $ 0.00

Cleared Date: 12/7/2011

Overall Comments:

All costs listed in this budget were programmatically approved based on the final Budget Detail Worksheets submitted by your agency to the COPS Office. Maintenance agreements (if applicable) must be purchased and paid in full within the award period. Prior to the obligation, expenditure or drawdown of grant funds for non-competitive contracts in excess of $100,000, grantee must submit a sole source justification to the COPS Office for review and approval. Prior to the obligation, expenditure, or drawdown of grant funds for consultant fees in excess of $550 per day when the consultant is hired through a noncompetitive bidding process, approval must be obtained from the COPS Office. If the vendor number on this form differs from the EIN number included in your application, then for administrative purposes only, we are assigning a different vendor number to your agency. The reason for this administrative change is that your original EIN number has been assigned to another agency. If this applies to your agency, please use the new vendor number on all financial documents related to this grant award. The vendor number should not be used for IRS purposes and only applies to this grant.