



SACHI A. HAMAI
Chief Executive Officer

County of Los Angeles
Chief Executive Office

PUBLIC SAFETY CLUSTER AGENDA REVIEW MEETING

DATE: Wednesday, July 22, 2020
TIME: 10:00 a.m.

**DUE TO CLOSURE OF ALL COUNTY BUILDING, TO PARTICIPATE IN THE MEETING CALL
TELECONFERENCE NUMBER: (323) 776-6996 ID: 133234728#**

AGENDA

Members of the Public may address the Public Safety Cluster on any agenda item by submitting a written request prior to the meeting. Two (2) minutes are allowed for each item.

1. CALL TO ORDER

2. INFORMATIONAL ITEM(S) [Any Information Item is subject to discussion and/or presentation at the request of two or more Board offices with advance notification]:

A. Board Letter:
AUTHORIZE THE DISTRICT ATTORNEY OFFICE TO COMPLETE THE APPLICATION PROCESS FOR GRANT FUNDS FROM THE CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES FOR THE VICTIM WITNESS ASSISTANCE PROGRAM FOR THE PERFORMANCE PERIOD BEGINNING OCTOBER 1, 2020 ENDING SEPTEMBER 30, 2021

Speaker: Tuppence McIntyre and Michele Daniels (District Attorney)

B. Board Letter:
AUTHORIZE THE DISTRICT ATTORNEY AND THE INTERIM CHIEF PROBATION OFFICER TO ENTER INTO A SUBAWARD SERVICES AGREEMENT WITH THE CITY OF LOS ANGELES FOR REIMBURSEMENT FOR COMMUNITY LAW ENFORCEMENT AND RECOVERY PROGRAM PARTICIPATION

Speaker: Tuppence McIntyre and Paul Nunez (District Attorney), Reaver Bingham and Howard Wong (Probation)

C. Board Letter:
REQUEST APPROVAL OF INCIDENTAL EXPENSES FOR OFFICIAL FISCAL YEAR 2020-21 FUNCTIONS, MEETINGS, AND CONFERENCES

Speaker: Robert Smythe and Reaver Bingham (Probation)

3. PRESENTATION/DISCUSSION ITEM(S):

A. Board Briefing:
PROBATION OVERSIGHT COMMISSION – COMMISSIONER APPOINTMENT PROCESS

Speaker: Jeramy Gray (Executive Office)

Wednesday, July 22, 2020

- B. Board Briefing:
YOUTH JUSTICE WORKGROUP & DJJ TRANSITION BRIEFING
Speaker: Tshake Barrows (Burns Institute) and Sheila Mitchell (Probation)

4. **PUBLIC COMMENT**
(2 minutes each speaker)

CLOSED SESSION:

CS-1 CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION
(Subdivision (a) of Government Code Section 54956.9)

Andy Davis, et al v. County of Los Angeles, et al.
Los Angeles Superior Court Case No. 18A VCV00202

Department: Sheriff's

CS-2 CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION
(Subdivision (a) of Government Code Section 54956.9)

Maurice Lallemand v. County of Los Angeles, et al.
United States District Court Case No. 2:17-CV-00781

Department: Sheriff's

5. **ADJOURNMENT**

6. **UPCOMING ITEMS:**

- A. Board Letter:
FEDERAL EQUITABLE SHARING AGREEMENT AND ANNUAL CERTIFICATION
REPORT FOR FISCAL YEAR 2019-2020
Speaker: Jessica McGrath and Michael Au-Yeung (District Attorney)
- B. Board Letter:
APPROVAL OF THE AGREEMENT BETWEEN THE CALIFORNIA DEPARTMENT
OF CORRECTIONS AND REHABILITATION AND THE COUNTYWIDE CRIMINAL
JUSTICE COORDINATION COMMITTEE TO IMPLEMENT A LOS ANGELES
COUNTY PSYCHIATRIC SOCIAL WORKER PROGRAM IN CRIMINAL DEFENSE
AGENCIES
Speaker: Mark Delgado (CCJCC)
- C. Board Letter:
DELEGATE AUTHORITY TO CHIEF EXECUTIVE OFFICE TO INCREASE THE
CONTRACT SUM OF THE CURRENT AGREEMENT FOR INFORMATION AND
REFERRAL SERVICES WITH THE INFORMATION AND REFERRAL FEDERATION
OF LOS ANGELES COUNTY, INCORPORATED, DBA 211 LA COUNTY, TO
MAINTAIN COVID19 RELATED SERVICES
Speaker: Gevik Shahverdian and Emy Tzimoulis (CEO)



JACKIE LACEY
LOS ANGELES COUNTY DISTRICT ATTORNEY

HALL OF JUSTICE
211 WEST TEMPLE STREET, LOS ANGELES, CA 90012 (213) 974-3500

August 4, 2020

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012-2726

Dear Supervisors:

**AUTHORIZE THE DISTRICT ATTORNEY'S OFFICE
TO COMPLETE THE APPLICATION PROCESS FOR GRANT FUNDS
FROM THE CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES
FOR THE VICTIM WITNESS ASSISTANCE (VW) PROGRAM
FOR THE PERFORMANCE PERIOD
BEGINNING OCTOBER 1, 2020 AND ENDING SEPTEMBER 30, 2021
(ALL DISTRICTS) (3-VOTES)**

SUBJECT

This Board Letter requests authority for the County of Los Angeles District Attorney's Office (District Attorney) to complete the grant application process for continued grant funding for the Victim Witness Assistance (VW) Program for the performance period beginning October 1, 2020 and ending September 30, 2021. The VW program with Subaward number VW20 39 0190 is supported with federal and state funds. Federal funds are made possible through the United States Department of Justice (DOJ), Victims of Crime Act (VOCA), Victim Assistance Formula Grant Program 2018-V2-GX-0029 and 2019-V2-GX-0053 with Code of Federal Domestic Assistance (CFDA) number 16.575. State funds are made possible through the California Governor's Office of Emergency Service (Cal OES ID number 037-00000-19) pursuant to California Penal Code section 13835, Public Safety Programs, Victim Witness Assistance (VWA0) with Federal Information Processing Standard (FIPS) code number 06037-00000. Applicants are required to submit the necessary assurances and documentation with the grant application. Therefore, the District Attorney requests that the Chair sign the attached Certification of Assurance of Compliance Form as required by the grantor.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Authorize the District Attorney, on behalf of the County of Los Angeles, to complete the grant application process with the California Governor's Office of Emergency Services (Cal OES) for grant funds for the performance period beginning October 1,

2020 and ending September 30, 2021 in the amount of \$8,733,865. This amount includes VOCA 2018 federal funds of \$4,012,683, VOCA 2019 federal funds of \$3,834,514 and VWA0 2019 state funds of \$886,668.

2. Authorize the District Attorney to extend the long-standing sub-grantee agreement (copy attached) with the Los Angeles City Attorney's Office (LACA) for the provision of victim services within the City. Funding for the performance period of October 1, 2020 to September 30, 2021 is as follows: District Attorney shall receive \$3,009,512 in VOCA 2018 federal funds, \$2,875,886 in VOCA 2019 federal funds plus \$665,001 in VWA0 2020 state funds for total funding of \$6,550,399; LACA shall receive \$1,003,171 in VOCA 2018 federal funds, \$958,628 in VOCA 2019 federal funds plus \$221,667 in VWA0 2020 state funds for total funding of \$2,183,466 (25 percent of the total grant award) as a contract sub-grantee. The Cal OES shall waive \$1,003,171 VOCA 2018 and \$958,629 VOCA 2019 match requirement for this grant. Therefore, the total cost of the VW program excluding the in-kind and/or cash match is \$8,733,865.
3. Request the Chair of the Board of Supervisors to sign and affix a wet (original) signature to the attached Certification of Assurance of Compliance form required to complete the grant application.
4. Delegate authority to the District Attorney or designee, upon award of grant funding by Cal OES, to accept and execute the Grant Award Agreement and serve as Project Director for the program. This also includes authorization to approve subsequent amendments, modifications, and/or extensions to the Cal OES grant agreements that have no net County cost impact to the County.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended actions is to continue the commitment of the District Attorney's Bureau of Victim Services (BVS) to assist victims of crime by alleviating trauma and the devastating effects of crime on the victims themselves as well as their families.

On April 27, 2020, Cal OES released a Request for Application (RFA) for the VW program with the performance period of October 1, 2020 to September 30, 2021. The BVS is the major service provider for crime victims, their families, and witnesses in Los Angeles County and meets the eligibility requirements to apply for continuation funding. A funding chart included in the RFA designated \$8,733,865 in federal and state funding with a local match requirement of \$1,961,800 and an option for match waiver up to 100 percent which would reduce the total program cost to \$8,733,865. All grant awards must be expended by September 30, 2021. As part of the application process, applicants are required to complete a Certification of Assurance of Compliance form which includes details regarding Federal Grant Funds, Equal Employment Opportunity

Program (EEOP), Drug Free Workplace Compliance, California Environmental Quality Act (CEQA), Lobbying, Debarment and Suspension requirements, Proof of Authority from City Council/Governing Board, Civil Rights Compliance, and the special conditions under the VOCA.

Board authorization to complete the grant application process and to accept grant funds is requested in order to comply with County and Cal OES requirements.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

Approval of the recommended action is consistent with the Los Angeles County Strategic Plan Goal No. 1, Make Investments that Transform Lives: Aggressively address society's most complicated social, health, and public safety challenges and be a highly responsive organization capable of responding to complex societal challenges – one person at a time, and Goal No. 3, Realize Tomorrow's Government Today: Be an innovative, flexible, effective, and transparent partner focused on public service and advancing the common good.

FISCAL IMPACT/FINANCING

The District Attorney's application requests grant funding in the amount of \$8,733,865 with a waived local match requirement of \$1,961,800, for a total program cost of \$8,733,865 for the performance period of October 1, 2020 to September 30, 2021. Of this amount the District Attorney shall receive \$3,009,512 in VOCA 2018 federal funds, \$2,875,886 in VOCA 2019 federal funds plus \$665,001 in VWA0 2020 state funds for total funding of \$6,550,399 (\$6,508,026 prorated to Fiscal Year (FY) 2020-21); LACA shall receive \$1,003,171 in VOCA 2018 federal funds, \$958,628 in VOCA 2019 federal funds plus \$221,667 in VWA0 2020 state funds for total funding of \$2,183,466 (25 percent of the total grant award) as a contract sub-grantee. The Cal OES shall waive \$1,003,171 VOCA 2018 and \$958,629 VOCA 2019 match requirement for this grant. Therefore, the total cost of the VW program excluding the in-kind and/or cash match is \$8,733,865. Funding in the amount of \$6,508,026 will be reflected in the FY 2020-21 Final Adopted Budget, and there is no net County cost impact associated with the proposed grant award.

If funding for this program were curtailed or terminated, an evaluation would be conducted to determine whether the program would either be continued, with costs absorbed by the District Attorney, or discontinued with staff attrition or reallocation to vacant budgeted positions. Payments by the County to the City, as a contract sub-grantee, are contingent upon the availability of Federal and State funding. If the County does not receive the full amount from the Federal and State governments, the City has acknowledged that its portion of the grant will be reduced in an amount to be determined by the District Attorney.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The District Attorney, as the major provider of victim services, has administered the VW program through a decentralized, prosecution-based program pursuant to Penal Code section 13835.2 for over forty years. The BVS is responsible for the VW program, as well as several other programs, which provide mandatory and optional victim services throughout Los Angeles County.

The VW program is structured to meet the needs of victims and witnesses as they enter the criminal justice system, and to help stabilize them emotionally and financially, so that trauma can be minimized. As mandated by statute, 78 Victim Services Representatives (VSRs) provide direct services to victims of all types of crimes. They assist a large number of victims living in poverty who have immediate needs for intensive assistance, including basic subsistence, witness protection, and relocation. The growing number of people living in poverty in Los Angeles County, particularly children and elders, contributes to the increased demand for victim services. Additionally, the high number of violent crimes in Los Angeles County creates a crucial need for specialized victim advocacy services, including assistance to the families of homicide victims, victims of gang-related crimes, and child victims.

Currently, the BVS provides victim services at 48 victim service centers. The City Attorney's Victim Assistance Program (VAP) operates 15 victim service centers staffed by 14 Victim Service Coordinators.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

This program does not propose attorney staff augmentation. Therefore, the District Attorney's Office is not subject to the Board Motion of December 15, 1998, requiring clearance with the Alternate Public Defender, Probation, Public Defender, and Sheriff's Departments.

CONCLUSION

Following Board approval, the Executive Officer-Clerk of the Board is requested to return two copies of the adopted Board letter and two Cal OES Certification of Assurance of Compliance Forms, with a wet (original) signature, to Mr. Anh Vo of the District Attorney's Office, Grants and Contracts Section at 211 West Temple Street, Suite 200, Los Angeles, California 90012-3205

Any questions may be directed to Mr. Vo at (213) 257-2805, or at avo@da.lacounty.gov.

The Honorable Board of Supervisors
August 4, 2020
Page 5

Respectfully submitted,

JACKIE LACEY
District Attorney

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Attachments

c: Executive Officer, Board of Supervisors
Chief Executive Officer
County Counsel

EXECUTIVE OFFICE – BOARD OF SUPERVISORS

AGENDA ENTRY

DATE OF MEETING:	AUGUST 4, 2020
DEPARTMENT NAME:	DISTRICT ATTORNEY'S OFFICE
BOARD LETTERHEAD	DISTRICT ATTORNEY
SUPERVISORIAL DISTRICT AFFECTED	ALL DISTRICTS
VOTES REQUIRED	3 VOTES
CHIEF INFORMATION OFFICER'S RECOMMENDATION	NONE

*** * * * ENTRY MUST BE IN MICROSOFT WORD * * * ***

Instructions:

To comply with the Brown Act requirement the reader should fully understand what the department is asking the Board to approve. The recommendation must describe what the action is for; with whom the action is being taken; fiscal impact, including money amounts, funding sources, and effective dates. Also, include an instruction for the Chair(man) or Director to sign when such signature is required on a document.

Recommendation:

1. Authorize the District Attorney, on behalf of the County of Los Angeles, to complete the grant application process with the California Governor's Office of Emergency Services (Cal OES) for grant funds for the performance period beginning October 1, 2020 and ending September 30, 2021 in the amount of \$8,733,865.
2. Authorize the District Attorney to extend the long-standing sub-grantee agreement with the Los Angeles City Attorney's Office (LACA) for the provision of victim services within the City. Funding for the performance period of October 1, 2020 to September 30, 2021 is as follows: District Attorney shall receive total funding of \$6,550,399 and LACA shall receive total funding of \$2,183,466 (25 percent of the total grant award) as a contract sub-grantee. The Cal OES shall waive \$1,003,171 VOCA 2018 and \$958,629 VOCA 2019 match requirement for this grant. Therefore, the total cost of the VW program excluding the in-kind and/or cash match is \$8,733,865.
3. Request the Chair of the Board of Supervisors to sign and affix a wet (original) signature to the attached Certification of Assurance of Compliance form required to complete the grant application.
4. Delegate authority to the District Attorney or designee, upon award of grant funding by Cal OES, to accept and execute the Grant Award Agreement and serve as Project Director for the program. This also includes authorization to approve subsequent amendments, modifications, and/or extensions to the Cal OES grant agreements that have no net County cost impact to the County.

Los Angeles County Chief Executive Office
Grant Management Statement for Grants \$100,000 or More

Department	DISTRICT ATTORNEY'S OFFICE
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Grant Project Title and Description	VICTIM WITNESS ASSISTANCE PROGRAM (VWAP)
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The VWAP has been the major provider of comprehensive services to victims of crime since 1977. This program was established to create a decentralized, prosecution-based victim assistance program throughout Los Angeles County to assist victims of all types of crime. The District Attorney's Office maintains a close working relationship with its contract subgrantee, the Los Angeles City Attorney, and has maintained long-term professional relationships with law enforcement and prosecutors. VWAP sets goals each year and provides services to approximately 25,000 victims annually.

Funding Agency	Program (Fed. Grant #/State Bill or Code #)	Grant Acceptance Deadline
CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES	PENAL CODE §13835 et seq.	Jul-15-2020

Total Amount of Grant Funding	\$8,733,865	County Match	\$0
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Grant Period	Begin Date: October 1, 2020	End Date: September 30, 2021
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Number of Personnel Hired Under This Grant	Full Time: 65	Part Time: 1
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Obligations Imposed on the County When the Grant Expires

Will all personnel hired for this program be informed this is a grant-funded program?	Yes	<u>X</u>	No	_____
Will all personnel hired for this program be placed on temporary ("N") items?	Yes	<u>X</u>	No	_____
Is the County obligated to continue this program after the grant expires?	Yes	_____	No	<u>X</u>
If the County is not obligated to continue this program after the grant expires, the Department will:				
a.) Absorb the program cost without reducing other services	Yes	_____	No	<u>X</u>
b.) Identify other revenue sources (describe below)	Yes	_____	No	<u>X</u>
c.) Eliminate or reduce, as appropriate, positions/program costs funded by the grant.	Yes	<u>X</u>	No	_____

Impact of additional personnel on existing space:

VWAP personnel, along with any additional VWAP personnel who join the Bureau of Victim Services, will be relocated to a new site during this grant period. Space for additional personnel will be considered when selecting the new location. The move to the new location is expected to take place during the grant period.

Other requirements not mentioned above:

None

Department Head Signature


 JACKIE LACEY

Date

7/1/2020

COUNTY OF LOS ANGELES
STATE OF CALIFORNIA
AGREEMENT FOR
THE VICTIM WITNESS ASSISTANCE PROGRAM

This **AGREEMENT** is made and entered into this 1st day of October, 2020, in the City of Los Angeles, California, by and between the **COUNTY OF LOS ANGELES**, a county and political subdivision of the State of California (hereinafter referred to as the **COUNTY**), and the **CITY OF LOS ANGELES**, a chartered municipality organized under the laws of the State of California (hereinafter referred to as the **CITY**), collectively referred to as the **PARTIES**;

WHEREAS, the **COUNTY**, pursuant to Penal Code Section 13835, *et seq.*, has designated its Office of the District Attorney through its Victim Witness Assistance Program as a major provider of comprehensive services to victims and witnesses of all types of crimes; and

WHEREAS, the State of California Governor's Office of Emergency Services (hereinafter referred to as **Cal OES**) has awarded the **COUNTY** funds through its Victim Witness Assistance (VW) Program in the amount of \$8,733,865 to provide Victim Witness services, of which \$6,550,399 will be utilized by the **COUNTY** and the remaining portion of \$2,183,466 will be allocated to the **CITY**, as a contract sub-grantee, for the performance period beginning October 1, 2020 and ending September 30, 2021; and

WHEREAS, VW program with Subaward number VW20 39 0190 is supported with federal and state funds. Federal funds are made possible through the United States Department of Justice (DOJ), Victims of Crime Act (VOCA), Victim Assistance Formula Grant Program 2018-V2-GX-0029 and 2019-V2-GX-0053 with Code of Federal

Domestic Assistance (CFDA) number 16.575 and State funds are made possible through the California Governor's Office of Emergency Service (Cal OES ID number 037-00000-19) pursuant to California Penal Code section 13835, Public Safety Programs, Victim Witness Assistance (VWA0) with Federal Information Processing Standard (FIPS) code number 06037-00000; and

WHEREAS, the **Cal OES** has established Program guidelines which provide that there will be only one Program provider in each county; and

WHEREAS, the **CITY** desires to participate in such a program for the prosecution of misdemeanor cases within its jurisdictional boundaries and to provide program services at the Central Office of the City Attorney and at the following Los Angeles Police Stations: 77th, Devonshire, Foothill, Harbor, Hollenbeck, Mission, Newton, Northeast, North Hollywood, Olympic, Southeast, Southwest, Wilshire;

WHEREAS, the **CITY** has the capability of providing such services and the **COUNTY** desires for the **CITY** to provide such services;

NOW, THEREFORE, in consideration of the mutual covenants as herein set forth and the mutual benefits to be derived therefrom, the **PARTIES** agree as follows:

1. SCOPE OF SERVICES:

The **CITY** shall provide services that are primary to the maintenance of a comprehensive center responsive to the basic needs of victims and witnesses. As required by Penal Code Section 13835.4, the **CITY** shall deliver services by providing the following:

- Services to victims and witnesses of all types of crimes;
- Translation for non-English speaking victims and witnesses;
- Follow-up contact with victims and witnesses;
- Field visits whenever necessary to provide services;

- Encourage community involvement and volunteer participation;
- Special services specific to the needs of the hearing impaired;
- Special services specific to the needs of the disabled; and
- Services appropriate to the special needs of elderly victims.

The **CITY** shall provide the following two categories of Victim Witness services: mandatory and optional services.

A. **Mandatory Services:**

- crisis intervention
- emergency assistance
- resource and referral assistance
- direct counseling
- assistance with victim of crime claims
- property return
- orientation to the criminal justice system
- court escort/court support
- presentations and training for criminal justice agencies and victim service organizations
- public presentations and publicity
- case disposition/case status
- notification of friends and relatives
- employer notification
- restitution assistance

B. **Optional Services** (These services are included to allow centers the latitude to develop services responsive to local needs):

- employer intervention
- creditor intervention

- child care assistance
- witness protection
- temporary restraining order assistance
- transportation assistance
- court waiting area
- funeral arrangements
- crime prevention information

2. TIME AND PERFORMANCE:

Said services of the **CITY** are to, and the **CITY** certifies did, commence on October 1, 2020 and shall terminate on September 30, 2021. The **COUNTY** and the **CITY** can automatically renew this **AGREEMENT** in writing for a successive one-year period contingent upon the **COUNTY** receiving sufficient grant funds from **Cal OES**.

3. COMPENSATION:

In consideration of the services provided under this **AGREEMENT**, the **COUNTY** shall allocate to the **CITY**, as a contract sub-grantee, an amount not to exceed \$2,183,466 for the performance period beginning October 1, 2020 and ending September 30, 2021.

Payments shall constitute full and complete compensation for the **CITY's** services under this **AGREEMENT**. The **COUNTY** will pay the **CITY** from the funds the **COUNTY** receives from **Cal OES**. Any such payments shall be contingent upon the availability of **Cal OES** funds and shall not be charged upon any other **COUNTY** funds.

4. ADMINISTRATION OF AGREEMENT:

A. The District Attorney (**DA**) of the **COUNTY**, or her designated representative, is designated as the **COUNTY's** Project Director, who shall have full authority to act for the **COUNTY** in the administration of this **AGREEMENT** consistent with the provisions contained herein.

1 B. The City Attorney of the **CITY**, or his designated representative, is
2 designated as the **CITY's** Project Director, who shall have full authority to act for the
3 **CITY** in the administration of this **AGREEMENT** consistent with the provisions
4 contained herein.

5 C. The **COUNTY's** Victim Witness Assistance Program and the **CITY's**
6 Victim Assistance Program will coordinate services and will adhere to all provisions of
7 the **AGREEMENT** set forth in the grant proposal. Should either of the **PARTIES**
8 become aware of conflicts or issues of mutual concern, the **PARTIES** agree to meet
9 and confer to determine the best possible resolution in the interests of the client
10 population the programs serve.

11 **5. COMPLIANCE WITH LAWS & DIRECTIVES:**

12 All **PARTIES** agree to be bound by all applicable Federal, State and local laws,
13 ordinances, regulations, and directives as they pertain to the performance of this
14 **AGREEMENT**. All **PARTIES** agree to comply with the guidelines set forth in the Cal
15 OES 2019 Subrecipient Handbook, which can be found at [https://www.caloes.ca.gov/](https://www.caloes.ca.gov/cal-oes-divisions/grants-management/victim-services/handbooks-reports-publications)
16 [cal-oes-divisions/grants-management/victim-services/handbooks-reports-publications](https://www.caloes.ca.gov/cal-oes-divisions/grants-management/victim-services/handbooks-reports-publications)
17 and which is incorporated herein to this **AGREEMENT**.

18 **6. DISCRIMINATION:**

19 No person shall, on the grounds of race, sex, creed, color, or natural origin, be
20 excluded from participation in, or be refused the benefits of, any activities, programs or
21 employment supported by this **AGREEMENT**.

22 **7. ACCOUNTING:**

23 The **CITY** must establish and maintain on a current basis an adequate
24 accounting system in accordance with the U.S. General Accounting Office Standards for
25 audit of governmental organizations, programs, activities and functions issued by the
26 U.S. General Accounting Office.

1 **8. CHANGES IN AGREEMENT AMOUNT:**

2 The **COUNTY** reserves the right to reduce the Agreement amount when the
3 **COUNTY's** fiscal monitoring indicates that the **CITY's** rate of expenditure will result in
4 unspent funds at the end of the program year. Changes in this Agreement amount will
5 be made after consultation with the **CITY**. Such changes shall be effective upon written
6 notice to the **CITY** and the **COUNTY** Project Directors.

7 **9. AUDIT PROVISIONS:**

8 The **CITY** shall comply with the Cal OES 2020 Recipient Handbook, Section
9 8151.1 (b), in securing a financial audit. The **CITY** may budget up to one and a half
10 percent (1.5%) of the total grant award for the financial audit cost. The **CITY** shall make
11 available to the **COUNTY**, the Controller of the State of California, **Cal OES** and their
12 authorized representatives for purposes of inspection and audit, any and all of its books,
13 papers, documents, financial and other records pertaining to the operation of this
14 **AGREEMENT**. The aforesaid records shall be available for inspection and audit during
15 regular business hours throughout the term of this **AGREEMENT**, and for a period of
16 five (5) years after the expiration of the term of this **AGREEMENT**.

17 **10. PROGRAM EVALUATION AND INSPECTION:**

18 The **CITY** shall permit the **COUNTY**, and authorized representatives of **Cal OES**,
19 to inspect and review its facilities and program operations intermittently upon request by
20 the **COUNTY** and **Cal OES**. Said representatives may monitor the operations of this
21 **AGREEMENT** to ensure compliance with all applicable laws and regulations. In the
22 event that any such inspection reveals a violation of any provision of this **AGREEMENT**
23 and the **CITY** fails to correct any such violation to the satisfaction of the **COUNTY** within
24 a reasonable time, not to exceed ten (10) days, the **COUNTY** may unilaterally terminate
25 this **AGREEMENT** by giving the **CITY** ten (10) days written notice of such termination.

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11. **AUDIT EXCEPTIONS BY COUNTY AND STATE AGENCIES:**

The **CITY** agrees that in the event the program established hereunder is subjected to audit exceptions by appropriate **COUNTY**, State or Federal audit agencies, the **CITY** shall be responsible for complying with such exceptions and paying the **COUNTY** the full amount of the liability incurred by the **COUNTY** to **Cal OES** from such audit exceptions.

12. **TERMINATION AND TERMINATION COSTS:**

This **AGREEMENT** may be terminated at any time by either party upon giving thirty (30) days written notice to the other party. The **COUNTY** may immediately terminate this **AGREEMENT** upon the termination, suspension, discontinuation, or substantial reduction in **Cal OES** funding for the Agreement activity. In such event, the **CITY** shall be compensated for all services rendered and all associated costs incurred in accordance with the terms of this **AGREEMENT** that have not been previously reimbursed, to the date of said termination to the extent **Cal OES** funds are available. All remaining funds not compensated to the **CITY** by termination of this **AGREEMENT** will revert back to the **COUNTY**. Payment shall be made only upon filing with the **COUNTY**, by the **CITY**, of vouchers evidencing the time expended and said cost incurred. Said vouchers must be filed with the **COUNTY** within thirty (30) days of the date of said termination.

13. **INDEPENDENT STATUS:**

Both **PARTIES** hereto in the performance of this **AGREEMENT** will be acting in an independent capacity and not as agents, employees, partners, joint venturers, or associates of one another. The employees or agent of one party shall not be deemed or construed to be the agent or employees of the other party for any purpose whatsoever.

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1 **14. ASSIGNMENT:**

2 No performance of this **AGREEMENT** or any section thereof may be assigned or
3 subcontracted by the **CITY** without the express written consent of the **COUNTY**, and
4 any attempt by the **CITY** to assign or subcontract any performance of the terms of this
5 **AGREEMENT** shall be null and void and shall constitute a material breach of this
6 **AGREEMENT**.

7 **15. HOLD HARMLESS:**

8 A. Neither the **COUNTY** nor any officer or employee thereof shall be
9 responsible for any damages or liability occurring by reason of anything done or omitted
10 to be done by the **CITY**, or in connection with any authority or jurisdiction delegated to
11 the **CITY** under this **AGREEMENT**. It is understood and agreed that, pursuant to
12 Government Code Section 895.4, the **CITY** shall fully indemnify and hold the **COUNTY**,
13 its officers and employees, harmless from any liability occurring by reason of anything
14 done or omitted to be done by the **CITY** or any officer or employee thereof under or in
15 connection with any authority or jurisdiction delegated to the **CITY** under this
16 **AGREEMENT**.

17 B. Neither the **CITY**, nor any officer or employee thereof shall be responsible
18 for any damage or liability occurring by reason of anything done or omitted to be done
19 by the **COUNTY** under this **AGREEMENT**. It is understood and agreed that pursuant to
20 Government Code Section 895.4, the **COUNTY** shall indemnify and hold the **CITY**, its
21 officers and employees, harmless from any liability imposed by reason of anything done
22 or omitted to be done by the **COUNTY**, or any officer or employee thereof, under or in
23 connection with any authority or jurisdiction delegated to the **COUNTY** under this
24 **AGREEMENT**.

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26 ///

1 **16. MONITORING:**

2 The **COUNTY** shall have the authority to cause regular monitoring of this
3 **AGREEMENT** to verify that the **CITY** is operating in accordance with the grant award
4 and the services to be performed thereto.

5 **17. NOTICES:**

6 Notices and other correspondence shall be sent to the **COUNTY** as follows:

7 **JACKIE LACEY**, District Attorney
8 County of Los Angeles
211 West Temple Street, Suite 1200
Los Angeles, CA 90012-3205

9 Notices and other correspondence shall be sent to the **CITY** as follows:

10 **LEELA KAPUR**, Executive Assistant City Attorney
11 City of Los Angeles
800 City Hall East
12 200 North Main Street, 8th Floor
13 Los Angeles, CA 90012-4133

14 **18. WAIVER:**

15 No waiver by the **COUNTY** of any breach of any provision of this **AGREEMENT**
16 shall constitute a waiver of any other breach or of such provision. Failure of the
17 **COUNTY** to enforce at any time, or from time to time, any provision of this
18 **AGREEMENT** shall not be construed as a waiver thereof. The rights and remedies set
19 forth in this sub-paragraph shall not be exclusive and are in addition to any other rights
20 and remedies provided by law or under this **AGREEMENT**.

21 **19. ALTERATION OF TERMS:**

22 This writing fully expresses all understandings between the **PARTIES** concerning
23 the matters covered herein and shall constitute the total Agreement. No addition to, or
24 alteration of, the terms of this **AGREEMENT**, whether by written or verbal
25 understanding of the **PARTIES**, their officers, employees or agents, shall be valid and
26

effective unless made in the form of a written amendment to this **AGREEMENT** formally approved and executed by both **PARTIES**.

20. GOVERNING LAW, JURISDICTION AND VENUE:

This **AGREEMENT** shall be governed by, and construed in accordance with, the laws of the State of California. The **PARTIES** agree and consent to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this **AGREEMENT** and further agree and consent that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

IN WITNESS WHEREOF, the **COUNTY** and the **CITY** of Los Angeles enter into this **AGREEMENT** for the Victim Witness Assistance Program, to be signed by its duly authorized officers, as of the date set forth below.

County of Los Angeles (**COUNTY**)

City of Los Angeles (**CITY**)

By _____
Jackie Lacey, District Attorney

By _____
Michael N. Feuer, City Attorney

Date: _____


Date: _____

APPROVED AS TO FORM BY
COUNTY COUNSEL:

APPROVED AS TO FORM BY
CITY COUNSEL:

MARY C. WICKHAM

MICHAEL N. FEUER

By  _____
Elizabeth Pennington
Deputy County Counsel

By _____
Barak Vaughn
Deputy City Attorney

CERTIFICATION OF ASSURANCE OF COMPLIANCE
Victims of Crime Act (VOCA) Victim Assistance Formula Grant Program

The Applicant must complete a Certification of Assurance of Compliance-VOCA (Cal OES 2-104f), which includes details regarding federal grant funds, the Equal Employment Opportunity, Drug Free Workplace Compliance, California Environmental Quality Act, Lobbying, Debarment and Suspension requirements, Proof of Authority from City Council/Governing Board, Civil Rights Compliance, and the special conditions for Subaward with the above mentioned fund. The Applicant is required to submit the necessary assurances and documentation before finalization of the Grant Subaward. In signing the Grant Subaward Face Sheet, the Applicant formally notifies Cal OES that the Applicant will comply with all pertinent requirements.

Resolutions are no longer required as submission documents. Cal OES has incorporated the resolution into the Certification of Assurance of Compliance, Section VII, entitled, "Proof of Authority from City Council/Governing Board." The Applicant is required to obtain written authorization (original signature) from the City Council/Governing board that the official executing the Grant Subaward is, in fact, authorized to do so, and will maintain said written authorization on file and readily available upon demand. This requirement does not apply to state agencies.

CERTIFICATION OF ASSURANCE OF COMPLIANCE
Victims of Crime Act (VOCA) Victim Assistance Formula Grant Program

I, _____ hereby certify that
(official authorized to sign; same person as Section 15 on Grant Subaward Face Sheet)

Subrecipient: _____

Implementing Agency: _____

Project Title: _____

is responsible for reviewing the *Subrecipient Handbook* and adhering to all of the Grant Subaward requirements (state and/or federal) as directed by Cal OES including, but not limited to, the following areas:

I. Federal Grant Funds

Subrecipients expending \$750,000 or more in federal grant funds annually are required to secure an audit pursuant to Office of Management & Budget (OMB) Uniform Guidance 2 Code of Federal Regulations (CFR) Part 200, Subpart F and are allowed to utilize federal grant funds to budget for the audit costs. See Section 8000 of the *Subrecipient Handbook* for more detail.

- ☐ The above named Subrecipient receives \$750,000 or more in federal grant funds annually.
- ☐ The above named Subrecipient does not receive \$750,000 or more in federal grant funds annually.

II. Equal Employment Opportunity – (*Subrecipient Handbook* Section 2151)

It is the public policy of the State of California to promote equal employment opportunity (EEO) by prohibiting discrimination or harassment in employment because of race, color, religion, religious creed (including religious dress and grooming practices), national origin, ancestry, citizenship, physical or mental disability, medical condition (including cancer and genetic characteristics), genetic information, marital status, sex (including pregnancy, childbirth, breastfeeding, or related medical conditions), gender, gender identity, gender expression, age, sexual orientation, veteran and/or military status, protected medical leaves (requesting or approved for leave under the Family and Medical Leave Act or the California Family Rights Act), domestic violence victim status, political affiliation, and any other status protected by state or federal law. **Cal OES-funded projects certify that they will comply with all state and federal requirements regarding EEO, nondiscrimination, and civil rights.**

Equal Employment Opportunity Officer: _____

Title: _____

Address: _____

Phone: _____

Email: _____

III. Drug-Free Workplace Act of 1990 – (*Subrecipient Handbook*, Section 2152)

The State of California requires that every person or organization subawarded a grant or contract shall certify it will provide a drug-free workplace.

IV. California Environmental Quality Act (CEQA) – (*Subrecipient Handbook*, Section 2153)

The California Environmental Quality Act (CEQA) (*Public Resources Code*, Section 21000 et seq.) requires all Cal OES-funded projects to certify compliance with CEQA. Projects receiving funding must coordinate with their city or county planning agency to ensure that the project is compliance with CEQA requirements.

V. Lobbying – (*Subrecipient Handbook* Section 2154)

Cal OES grant funds, grant property, or grant-funded positions shall not be used for any lobbying activities, including, but not limited to, being paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement.

VI. Debarment and Suspension – (*Subrecipient Handbook* Section 2155)

(This applies to federally-funded grants only.)

Cal OES-funded projects must certify that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of federal benefits by a state or federal court, or voluntarily excluded from covered transactions by any federal department of agency.

VII. Proof of Authority from City Council/Governing Board – (*Subrecipient Handbook* Section 1350)

The above-named organization (Applicant) accepts responsibility for and must comply with the requirement to obtain a signed resolution from the City Council/Governing Board in support of this Program. The Applicant must provide all matching funds required for said project (including any amendment thereof) under the Program and the funding terms and conditions of Cal OES, and that any cash match will be appropriated as required. It is agreed that any liability arising out of the performance of this Grant Subaward, including civil court actions for damages, shall be the responsibility of the grant Subrecipient and the authorizing agency. The State of California and Cal OES disclaim responsibility of any such liability. Furthermore, it is also agreed that grant funds received from Cal OES shall not be used to supplant expenditures controlled by the City Council/Governing Board.

The Applicant is required to obtain written authorization from the City Council/Governing Board that the official executing this Grant Subaward is, in fact, authorized to do so. The Applicant is also required to maintain said written authorization on file and readily available upon demand.

VIII. Civil Rights Compliance

The Subrecipient complies with all laws that prohibit excluding, denying or discriminating against any person based on actual or perceived race, color, national origin, disability, religion, age, sex, gender identity, and sexual orientation in both the delivery of services and employment practices and does not use federal financial assistance to engage in explicitly religious activities.

IX. Special Condition for Grant Subaward with Victims of Crime Act (VOCA) Victim Assistance Formula Grant Program Funds

1. Applicability of Part 200 Uniform Requirements

The Subrecipient must comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2019 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2019 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2019 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and Subawards ("Subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the Subrecipient must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the Subrecipient must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.333.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the Subrecipient is to contact OJP promptly for clarification.

2. Compliance with DOJ Grants Financial Guide

The Subrecipient must to comply with the DOJ Grants Financial Guide. References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The Subrecipient must comply with the DOJ Grants Financial Guide.

3. Requirements Pertaining to Prohibited Conduct Related to Trafficking in Persons (including reporting requirements and OJP authority to terminate award)

The Subrecipient must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of Subrecipients, Subrecipients ("Subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the Subrecipient or of any Subrecipient.

The details of the Subrecipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by Subrecipients and Subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

4. Civil Rights and Nondiscrimination

The Subrecipient understands that the federal statutes and regulations pertaining to civil rights and nondiscrimination and, in addition:

- a. The Subrecipient understands that the applicable statutes pertaining to civil rights will include section 601 of the Civil Rights Act of 1964 (42 U.S.C. § 2000d); section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794); section 901 of the Education Amendments of 1972 (20 U.S.C. § 1681); and section 303 of the Age Discrimination Act of 1975 (42 U.S.C. § 6102);
- b. The Subrecipient understands that the applicable statutes pertaining to nondiscrimination may include section 809(c) of Title I of the Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. § 10228(c)); section 1407(e) of the Victims of Crime Act of 1984 (34 U.S.C. § 20110 (e)) ; section 299A(b) of the Juvenile Justice and Delinquency Prevention Act of 2002 (34 U.S.C. § 11182(b)); and the grant condition set out at section 40002(b)(13) of the Violence Against Women Act (34 U.S.C. § 12291(b)(13), which will apply to all awards made by the Office of Violence Against Women, also may apply to an award made otherwise; and

c. The Subrecipient understands they must comply with the specific assurances set out in 29 C.F.R. §§ 42.105 and 42.204.

5. Compliance with Applicable Rules Regarding Approval, Planning, and Reporting of Conferences, Meetings, Trainings, and Other Events

The Subrecipient must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

6. Compliance with General Appropriations-Law Restrictions on the Use of Federal Funds (FY 2019)

The Subrecipient must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2019, are set out at <https://ojp.gov/funding/Explore/FY19AppropriationsRestrictions.htm>, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a Subrecipient would or might fall within the scope of an appropriations-law restriction, the Subrecipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

7. Reporting Potential Fraud, Waste, & Abuse

The Subrecipient must promptly refer to DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, Subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award -- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct. Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: Office of the Inspector General, U.S. Department of Justice, Investigations Division, 1425 New York Avenue, N.W. Suite 7100, Washington, DC

20530; and/or (3) by facsimile directed to the DOJ OIG Fraud Detection Office (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.

8. Restrictions and Certifications Regarding Non-Disclosure Agreements and Related Matters

No Subrecipient under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

a. In accepting this award, the Subrecipient:

- Represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
- Certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

b. If the Subrecipient does or is authorized under this award to make Subawards, procurement contracts, or both:

- It represents that (1) it has determined that no other entity that the Subrecipient's application proposes may or will receive award funds (whether through a Subaward, procurement contract, or subcontract under a procurement contract) either requires or has required internal

confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and (2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

- It certifies that, if it learns or is notified that any Subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

9. Encouragement of Policies to Ban Text Messaging while Driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), the Subrecipient understands that DOJ encourages Subrecipients to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

10. OJP Training Guiding Principles

Any training or training materials that the Subrecipient develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm>.

11. Requirement to report actual or imminent breach of personally identifiable information (PII)

The Subrecipient must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it – (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 CFR 200.79) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The Subrecipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

12. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000

The Subrecipient must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a Subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at

<https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)), and are incorporated by reference here.

13. Requirement for Data on Performance and Effectiveness Under the Award

The Subrecipient must collect and maintain data that measure the performance and effectiveness of activities under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act, and other applicable laws.

14. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The Subrecipient must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The Subrecipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the Subrecipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

15. Victims of Crime Act Requirements

The Subrecipient must comply with the conditions of the Victims of Crime Act (VOCA) of 1984, sections 1404(a)(2), and 1404(b)(1) and (2), 34 U.S.C. 20103(a)(2) and (b)(1) and (2) (and the applicable program guidelines and regulations), as required.

16. Demographic Data

The Subrecipient must collect and maintain information on race, sex, national origin, age, and disability of victims receiving assistance, where such information is voluntarily furnished by the victim.

17. Performance Reports

The Subrecipient must submit quarterly performance reports on the performance metrics identified by OVC, and in the manner required by OVC. This information on the activities supported by the award funding will assist in assessing the effects that VOCA Victim Assistance funds have had on services to crime victims within the jurisdiction.

18. Access to Records

The Subrecipient must authorize the Office for Victims of Crime (OVC) and/or the Office of the Chief Financial Officer (OCFO), and its representatives, access to and the right to examine all records, books, paper, or documents related to the VOCA grant.

19. All Subawards ("Subgrants") must have specific federal authorization

The Subrecipient must comply with all applicable requirements for authorization of any Subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "Subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any Subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All Subawards ("Subgrants") must have specific federal authorization), and are incorporated by reference here.

20. Unreasonable restrictions on competition under the award; association with federal government

SCOPE. This condition applies with respect to any procurement of property or services that is funded (in whole or in part) by this award regardless of the dollar

amount of the purchase or acquisition, the method of procurement, or the nature of any legal instrument used.

- a. No discrimination, in procurement transactions, against associates of the federal government

Consistent with the (DOJ) Part 200 Uniform Requirements -- including as set out at 2 C.F.R. 200.300 (requiring awards to be "manage[d] and administer[ed] in a manner so as to ensure that Federal funding is expended and associated programs are implemented in full accordance with U.S. statutory and public policy requirements") and 200.319(a) (generally requiring "[a]ll procurement transactions [to] be conducted in a manner providing full and open competition" and forbidding practices "restrictive of competition," such as "[p]lacing unreasonable requirements on firms in order for them to qualify to do business" and taking "[a]ny arbitrary action in the procurement process") -- no Subrecipient may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by USDOJ.

- b. Monitoring

The Subrecipient's monitoring responsibilities include monitoring of compliance with this condition.

- c. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

- d. Rules of construction

- 1) The term "associate of the federal government" means any person or entity engaged or employed (in the past or at present) by or on behalf of the federal government -- as an employee, contractor or subcontractor, grant Subrecipient or -Subrecipient, agent, or otherwise -- in undertaking any work, project, or activity for or on behalf of (or in providing goods or services to or on behalf of) the federal government, and includes any applicant for such employment or engagement, and any person or entity committed by legal instrument to undertake any such work, project, or activity (or to provide such goods or services) in future.

- 2) Nothing in this condition shall be understood to authorize or require any Subrecipient or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

21. Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ, the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award is to benefit a set of individuals under 18 years of age.

The Subrecipient must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

22. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination – 28 C.F.R. Part 42

The Subrecipient must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

23. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The Subrecipient must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

24. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The Subrecipient must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to

Subrecipient organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to Subrecipients and Subrecipients that are faith-based or religious organizations.

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

25. Restrictions on "Lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the Subrecipient, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the Subrecipient to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, Subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a Subrecipient would or might fall within the scope of these prohibitions, the Subrecipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

26. Subgrant Award Report (SAR)

The Subrecipient must submit a SAR to OVC for each Subrecipient of the VOCA victim assistance funds, within ninety (90) days of awarding funds to the Subrecipient. Subrecipients must submit this information through the automated system.

27. Effect of Failure to Address Audit Issues

The Subrecipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the Subrecipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other

outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

28. Additional DOJ Awarding Agency Requirements

The Subrecipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the Subrecipient is designated as "high- risk" for purposes of the DOJ high-risk grantee list.

29. Hiring Documents

The Subrecipient must keep, maintain, and preserve all documentation (such as Form I-9s or equivalents) regarding the eligibility of employees hired using the funds.

All appropriate documentation must be maintained on file by the project and available for Cal OES or public scrutiny upon request. Failure to comply with these requirements may result in suspension of payments under the grant or termination of the grant or both and the Subrecipient may be ineligible for Subaward of any future grants if the Cal OES determines that any of the following has occurred: (1) the Subrecipient has made false certification, or (2) violates the certification by failing to carry out the requirements as noted above.

CERTIFICATION

I, the official named below, am the same individual authorized to sign the Grant Subaward [Section 15 on Grant Subaward Face Sheet], and hereby swear that I am duly authorized legally to bind the contractor or grant Subrecipient to the above described certification. I am fully aware that this certification, executed on the date and in the county below, is made under penalty of perjury under the laws of the State of California.

Authorized Official's Signature: _____



Authorized Official's Typed Name: JACKIE LACEY

Authorized Official's Title: DISTRICT ATTORNEY

Date Executed: 5/8/2020

Federal Employer ID #: 95-6000927 Federal DUNS #: 781310990

Current System for Award Management (SAM) Expiration Date: MARCH 5, 2021

Executed in the City/County of: LOS ANGELES

AUTHORIZED BY: (not applicable to State agencies)

☐

City Financial Officer

☐

County Financial Officer

☐

City Manager

☐

County Manager

☒

Governing Board Chair

Signature: _____

Typed Name: KATHRYN BARGER

Title: CHAIR, COUNTY OF LOS ANGELES BOARD OF SUPERVISORS

APPROVED AS TO FORM:

MARY C. WICKHAM

County Counsel


Deputy



LOS ANGELES COUNTY DISTRICT ATTORNEY'S OFFICE
BUREAU OF ADMINISTRATIVE SERVICES

JACKIE LACEY • District Attorney
JOSEPH P. ESPOSITO • Chief Deputy District Attorney
PAMELA BOOTH • Assistant District Attorney

TONY SERENO • Director

August 04, 2020

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**AUTHORIZE THE DISTRICT ATTORNEY AND THE INTERIM CHIEF PROBATION
OFFICER TO ENTER INTO A SUBAWARD SERVICES AGREEMENT WITH
THE CITY OF LOS ANGELES FOR REIMBURSEMENT FOR COMMUNITY LAW
ENFORCEMENT AND RECOVERY PROGRAM PARTICIPATION
(ALL SUPERVISORIAL DISTRICTS) (3-VOTES)**

SUBJECT:

This is to request that your Board authorize the District Attorney and Interim Chief Probation Officer to execute and enter into Subaward Services Agreement (SSA) with the City of Los Angeles (City) for Fiscal Year (FY) 2018-19. Execution of the SSA is required in order to claim grant funding from the City to compensate the County for the participation of the District Attorney and the Probation Department in the Community Law Enforcement and Recovery (CLEAR) Program, a multi-agency gang intervention project funded by the United States Department of Justice, FAIN #2018-DJ-BX-0296, CFDA #16.738, in accordance with the City's CLEAR Program requirements.

**JOINT RECOMMENDATION WITH THE PROBATION DEPARTMENT THAT YOUR
BOARD:**

1. Authorize the District Attorney and Interim Chief Probation Officer to execute and enter into SSA substantially similar to Attachment I with the City in the amount of \$636,032, for FY 2018-19 CLEAR Program services provided by the County of Los Angeles District Attorney (\$385,544) and the County of Los Angeles Probation Department (\$250,488) at nine (9) CLEAR sites: Northeast; Newton; Southeast; Southwest (Baldwin Village); Hollenbeck/Ramona Gardens; Hollenbeck/Boyle Heights; Foothill; Rampart; and 77th Street for the period of July 1, 2018 through June 30, 2019. The CLEAR Program is funded from the Fiscal Year (FY) 2018 Edward Byrne Memorial Justice Assistance Grant Program (JAG 18).

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended action is to comply with CLEAR Program legislation which requires that this collaborative, multi-agency effort involving the County of Los Angeles District Attorney's Office (DA), County of Los Angeles Probation Department (Probation), Los Angeles Police Department (LAPD), and the Los Angeles City Attorney's Office be formalized in an SSA as the City's prerequisite to release CLEAR Program funding.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

Approval of the recommended action is consistent with both the Los Angeles County Strategic Plan Goal No. 1, Make Investments that Transform Lives: Aggressively address society's most complicated social, health, and public safety challenges, as well as Goal No. 3, Realize Tomorrow's Government Today: Be an innovative, flexible, effective, and transparent partner focused on public service and advancing the common good.

FISCAL IMPACT/FINANCING

The SSA for FY 2018-19 authorizes reimbursement from JAG 18 for the period of July 1, 2018 through June 30, 2019 for the CLEAR activity completed at nine (9) CLEAR sites: Northeast; Newton; Southeast; Southwest (Baldwin Village); Hollenbeck/Ramona Gardens; Hollenbeck/Boyle Heights; Foothill; Rampart; and 77th Street. Under the FY 2018-19 SSA, the City will provide the County a total of \$636,032 as follows: \$385,544 to the DA to partially fund salaries and employee benefits for nine (9) Deputy District Attorney III positions and \$250,488 to Probation to partially fund salaries and employee benefits for nine (9) existing Deputy Probation Officer II positions, respectively. These revenues were included in each respective County Department's FY 2018-19 Final Adopted Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The CLEAR Program is a multi-jurisdictional program that has brought together law enforcement, government, and community agencies in an effort to rid neighborhoods of street gang violence since 1998. On May 6, 2008, your Board adopted the Chief Executive Officer's recommendations to avoid retroactive agreements and ensure timely payments from the City for the CLEAR Program. However, despite working with the City to avoid retroactive agreements, this problem still exists primarily due to delays resulting from the lengthy process to negotiate JAG funding allocations and the City's preparation and approval of the SSA.

In order for the DA and Probation to claim reimbursement from the City for the CLEAR Program, the attached SSA between the City and the County must be signed by the County Departments receiving funding. The Mayor of Los Angeles will sign and fully execute the SSA when it is received from the County; the City will then reimburse the County.

The proposed SSA has been reviewed and approved as to form by County Counsel.

IMPACT ON CURRENT SERVICES (OR PROJECTS):

Approval of this recommendation will maintain the existing level of services and will enable the DA and Probation to work with LAPD and the Los Angeles City Attorney's Office to provide a flexible and coordinated response to crime perpetrated by criminal street gangs by identifying the gangs associated within each community and addressing each community's gang problem. Overall, the continued receipt of the City's reimbursement for CLEAR Program services will mitigate disruption in service delivery.

CONCLUSION

Following Board approval, the Executive Officer-Clerk of the Board is requested to return a copy of the adopted Board Letter to Ms. Nika Thu, Grants and Contracts Section, District Attorney's Office, 211 West Temple Street, Suite 200, Los Angeles, California 90012. Any questions may be directed to Ms. Thu at (213) 257-2802.

Respectfully submitted,

JACKIE LACEY
DISTRICT ATTORNEY

RAY LEYVA, INTERIM CHIEF
PROBATION OFFICER

nt

Enclosures

c: Executive Officer, Board of Supervisors
Chief Executive Officer
County Counsel
Interim Chief Probation Officer

EXECUTIVE OFFICE – BOARD OF SUPERVISORS

AGENDA ENTRY

DATE OF MEETING:	August 04, 2020
DEPARTMENT NAME:	District Attorney's Office
BOARD LETTERHEAD	DISTRICT ATTORNEY
SUPERVISORIAL DISTRICT AFFECTED	ALL DISTRICTS
VOTES REQUIRED	3 - Votes
CHIEF INFORMATION OFFICER'S RECOMMENDATION	NONE

***** ENTRY MUST BE IN MICROSOFT WORD *****

Instructions: To comply with the Brown Act requirement the reader should fully understand what the department is asking the Board to approve. The recommendation must describe what the action is for; with whom the action is being taken; fiscal impact, including money amounts, funding sources, and effective dates. Also, include an instruction for the Chair (man) or Director to sign when such signature is required on a document.

1. **Recommendation:** Authorize the District Attorney and Interim Chief Probation Officer to execute and enter into SSA substantially similar to Attachment I with the City in the amount of \$636,032, for FY 2018-19 CLEAR Program services provided by the County of Los Angeles District Attorney (\$385,544) and the County of Los Angeles Probation Department (\$250,488) at nine (9) CLEAR sites: Northeast; Newton; Southeast; Southwest (Baldwin Village); Hollenbeck/Ramona Gardens; Hollenbeck/Boyle Heights; Foothill; Rampart; and 77th Street for the period of July 1, 2018 through June 30, 2019. The CLEAR Program is funded from the Fiscal Year (FY) 2018 Edward Byrne Memorial Justice Assistance Grant Program (JAG 18).

**Los Angeles County Chief Executive Office
Grant Management Statement for Grants Exceeding \$100,000**

Department: **District Attorney**

Grant Project Title and Description: COMMUNITY LAW ENFORCEMENT AND RECOVERY PROGRAM

The primary purpose of the Los Angeles City/County Community Law Enforcement and Recovery (CLEAR) program is to facilitate the recovery of gang-infested communities by decreasing the criminal activity of targeted gangs in designated communities through an effective collaboration of City and County criminal justice agencies, and partnerships. This partnership forms the CLEAR's core collaborative agencies.

Funding Agency
Edward Byrne Memorial
Justice Assistance Grant
(JAG) FY 2018

**Program (Fed. Grant # /State Bill or
Code #)**
FAIN #2018-DJ-BX-0296

Grant Acceptance Deadline
N/A

Total Amount of Grant Funding: \$385,544

County Match: N/A

Grant Period:

Begin Date: July 1, 2018

End Date: June 30, 2019

Number of Personnel Hired Under This Grant:

Full Time: 9

Part Time _____

Obligations Imposed on the County When the Grant Expires

Will all personnel hired for this program be informed this is a grant-funded program? Yes X No _____

Will all personnel hired for this program be placed on temporary ("N") items? Yes X No _____

Is the County obligated to continue this program after the grant expires? Yes _____ No X

If the County is not obligated to continue this program after the grant expires, the Department will:

a) Absorb the program cost without reducing other services Yes _____ No X

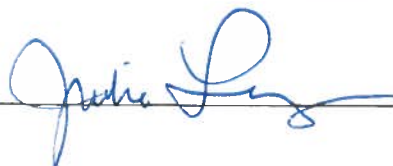
b) Identify other revenue sources Yes _____ No X

(Describe) _____

c) Eliminate or reduce, as appropriate, positions/program costs funded by the grant. Yes X No _____

Impact of additional personnel on existing space:
None.

Department Head Signature



Date

6/15/2020



SUBAWARD SERVICES AGREEMENT

Subrecipient: The County of Los Angeles

Title: Community Law Enforcement and Recovery (CLEAR) Program
FY 2018 Edward Byrne Memorial Justice Assistance Grant
(JAG)

City Contract Number _____

TABLE OF CONTENTS

Section Number	Section Title	Page Number
I. GENERAL INFORMATION		
§1.1	Federal Award Information	1
§1.2	Subaward Information and Period of Performance	1
§1.3	Parties and Notice	2
§1.4	Authorities	3
II. SUBAWARD TERMS AND CONDITIONS		
§2.1	Summary of Requirements.....	4
§2.2	City Administrative Requirements	4
§2.3	DOJ Requirements.....	6
§2.4	Uniform Requirements for Federal Awards	12
III. STANDARD PROVISIONS		
§3.1	Independent Party	18
§3.2	Construction of Provisions and Title Herein	18
§3.3	Applicable Law, Interpretation and Enforcement.....	18
§3.4	Integrated Agreement	19
§3.5	Excusable Delays.....	19
§3.6	Breach.....	19
§3.7	Prohibition Against Assignment and Delegation.....	19
§3.8	Indemnification	19
§3.9	Subcontractor Assurances	20
§3.10	Remedies for Noncompliance	20
§3.11	Termination	21
§3.12	Amendments	21
§3.13	Complete Agreement	21
	Signature Page.....	22

EXHIBITS

- Exhibit A DOJ Grant Special Conditions and DOJ Standard Assurances
- Exhibit B Services Plan
- Exhibit C Invoice Requirements
- Exhibit D Performance Metrics Report

AGREEMENT NUMBER _____ OF CITY CONTRACTS
BETWEEN
THE CITY OF LOS ANGELES
AND THE COUNTY OF LOS ANGELES

This SUBAWARD SERVICES AGREEMENT (“Agreement” or “Contract”) is made and entered into by and between the City of Los Angeles, a municipal corporation (the “City”), and the County of Los Angeles, a political subdivision of the State of California (the “Subrecipient” or the “County”). In consideration of the mutual covenants set forth herein and the mutual benefits to be derived therefrom, the City and Subrecipient (each a “Party” and collectively, the “Parties”) agree as follows:

I. GENERAL INFORMATION

§1.1 Federal Award Information

The “Federal award” (as such term is defined in the Code of Federal Regulations (“CFR”), 2 CFR §200.38, and used in this Agreement) is the Fiscal Year (FY) 2018 Edward Byrne Memorial Justice Assistance Grant Program, FAIN #2018-DJ-BX-0296, CFDA #16.738, Federal Award Date November 13, 2018. This is not a “Research & Development” award as defined in 2 CFR §200.87 and 200.331, and there is no “indirect cost rate” for this federal award as defined in 2 CFR §200.56 and 200.331.

The “Federal awarding agency” (as such term is defined in 2 CFR §200.36 and used in this Agreement) is the United States Department of Justice, Office of Justice Programs, Bureau of Justice Assistance (“DOJ”).

The City, acting through its Mayor’s Office of Public Safety (“Mayor’s Office”), acts as the “pass-through entity” (as such term is defined in 2 CFR §200.74 and used in this Agreement) for this subaward of the Federal award to the Subrecipient.

§1.2 Subaward Information and Period of Performance

Subrecipient hereby accepts the following subaward (“Subaward”) of the Federal award upon the terms and conditions set forth in this Agreement:

Subaward amount:	\$636,032.00
Grant Award Period of Performance (“Term”):	October 1, 2017 to September 30, 2021
Subaward Expenditure Period:	July 1, 2018 to June 30, 2019

Match Requirement:	None
Subrecipient Identifier:	781310990
Indirect Cost Rate for Subaward:	None

The term of this Agreement shall be the "Term" as set forth in this Section 1.2.

§1.3 Parties and Notice

The Parties to this Agreement, and their respective representatives who are authorized to administer this Agreement and to whom formal notices, demands and communications shall be given are as follows:

Party:	City of Los Angeles
Authorized Representative:	Jeff Gorell, Deputy Mayor
Authorized Department:	Mayor's Office of Public Safety
Address, Phone, Fax, E-mail:	200 N. Spring Street, Room 303 Los Angeles, CA 90012 Phone: (213) 978-0687 Email: jeff.gorell@lacity.org

Party:	County of Los Angeles
Authorized Representative:	Jackie Lacey, District Attorney
Authorized Department:	Los Angeles County District Attorney's Office
Address, Phone, Fax, E-mail:	Hall of Justice 211 West Temple Street, Suite 1200 Los Angeles, CA 90012 Phone: (213) 974-3500

Authorized Representative:	Ray Leyva, Interim Chief Probation Officer
Authorized Department:	Los Angeles County Probation Department
Address, Phone, Fax, E-mail:	9150 East Imperial Highway Downey, CA 90242 Phone: (562) 940-2501

Formal notices, demands and communications to be given hereunder by either Party shall be made in writing and may be effected by personal delivery or by registered or certified mail, postage prepaid, return receipt requested and shall be deemed communicated as of the date of mailing. If the name of the person designated to receive the notices, demands or communications or the address of such person is changed, written notice shall be given, in accordance with this section, within five business days of said change.

§1.4 Authorities

The Los Angeles City Council and the City's Mayor have accepted the Federal award and have authorized the City to execute this Agreement (C.F. #19-1066, 12/03/2019)

Subrecipient warrants that it has obtained written authorization from its city council, governing board, or authorized body to execute this Agreement and accept and use the Subaward. Subrecipient further warrants that such written authorization specifies that Subrecipient and the city council, governing board or authorized body agree:

- A. That any liability arising out of the performance of this Agreement shall be the responsibility of Subrecipient and the city council, governing board or authorized body.
- B. That Subaward funds shall not be used to supplant expenditures controlled by the city council, governing board or authorized body.
- C. That the official executing this Agreement is, in fact, authorized to do so.

Subrecipient shall maintain this proof of authority on file and make it readily available upon demand.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

II. SUBAWARD TERMS AND CONDITIONS

§2.1 Summary of Requirements

By executing this Agreement, Subrecipient hereby agrees that it shall comply with all terms and conditions set forth in this Agreement, which includes all guidance, regulations and requirements (collectively, “Requirements”) of the Federal awarding agency that are applicable to a recipient and/or subrecipient of a Federal award or grant. Such Requirements are set forth in the following documents and incorporated herein by this reference: (1) The most recent edition of the Department of Justice Grants Financial Guide as posted on the OJP website (“DOJ Grants Financial Guide”), (2) the most recent edition of the Office of Justice Programs Financial Guide and Procurement Procedures Guide (collectively, the “OJP Financial Guide”), (3) The Edward Byrne Memorial Justice Assistance Grant (JAG)FY 18 Local Solicitation (“JAG Solicitation”), (4) The DOJ Special Conditions for the FY 2018 JAG Formula Program Grant (“DOJ Special Conditions”), (5) The DOJ OJP Standard Assurances (“DOJ Standard Assurances”) and (6) the cost principles, uniform administrative requirements and audit requirements for federal grant programs as housed in Title 2, Part 200 of the Code of Federal Regulations (“CFR”) and in updates issued by the Office of Management and Budget (“OMB”) on <http://www.whitehouse.gov/omb/>.

Subrecipient hereby certifies that it has the legal authority to execute this Agreement, accept the Subaward given through this Agreement, and has the institutional, managerial and financial capability to ensure proper planning, management and completion of its projects being funded by the Subaward. Subrecipient hereby acknowledges that it is responsible for reviewing and adhering to all Requirements referenced above. For reference and without limitations, certain of the Requirements are set forth in more detail in the sections below.

§2.2 City Administrative Requirements

- A. Subrecipient acknowledges and agrees that the City is acting as a “pass-through entity” (as such term is defined in 2 CFR §200.74 and used in this Agreement) for this Subaward and that the City shall have the rights and obligations relating to this Subaward and its administration as set forth in this Agreement and in 2 CFR Part 200.
- B. Subrecipient has agreed to use this Subaward to provide services for the Los Angeles City/County Community Law Enforcement and Recovery (CLEAR) program as more fully set forth in Exhibit B of this Agreement, which, by this reference, is incorporated herein (the “Services Plan”). This Services Plan was approved by DOJ prior to the execution of this Agreement. The Services Plan contains a detailed description of the Subrecipient’s services and the amount of Subaward funds allocated for

such services. Subrecipient shall use the Subaward funds strictly in accordance with the Services Plan, and any expenditures not so made shall be deemed disallowed under this Subaward.

- C. DOJ may approve extensions to this Subaward Period of Performance at its sole discretion. Any request by Subrecipient to extend such Period of Performance must be made in writing to the Mayor's Office on a project extension request form to be provided to the Subrecipient by the City. Such requests must be submitted to the City no later than ninety (90) days before the end of the applicable Subaward Period of Performance deadline. Extension requests made after such ninety (90) days date will be returned to the Subrecipient and will not be accepted. The City will notify the Subrecipient in writing if project extension requests are inaccurate and/or incomplete. Inaccurate and/or incomplete project extension requests shall be returned to the Subrecipient for revision and shall be accepted by the City when project extension requests are accurate and complete. All extension requests must be approved by DOJ in writing during the term of this Agreement to be effective.
- D. Subrecipient shall complete and deliver to the City all forms required by DOJ in connection with the implementation of Subrecipient's projects under the Subaward.
- E. This Subaward is not a "fixed amount award" as such term is defined in 2 CFR §200.45. Subrecipient agrees that disbursement of this Subaward to Subrecipient shall be made on a reimbursement method.

In requesting reimbursement from Subaward funds, Subrecipient shall prepare, maintain and provide to the City supporting documentation and duly completed forms all as set forth in Exhibit C attached hereto, along with invoices, purchase orders, proof of delivery, proof of payment and payroll records, timesheets, receipts, proof of fringe benefits rate, and any other supporting documentation necessary to fully and accurately describe the expenditure of funds for which reimbursement from the Subaward is requested (collectively, the "Reimbursement Request"). All such supporting documentation for the Reimbursement Request shall satisfy applicable Federal, State and City audit and review standards and requirements. Such documentation shall be prepared at the sole expense and responsibility of Subrecipient, and the City and the Subaward will not reimburse the Subrecipient for any costs incurred for such preparation. The City may request, in writing, changes to the content and format of such documentation at any time, and the City reserves the right to request additional supporting documentation to substantiate costs incurred at any time. The City will notify Subrecipient in writing if a Reimbursement Request is inaccurate and/or incomplete. Inaccurate and/or incomplete Reimbursement Requests shall be returned to Subrecipient for revision

and shall be accepted by the City when Reimbursement Requests are accurate and complete. Reimbursement Requests must be submitted to the City **in a timely manner and on a quarterly basis**. All Reimbursement Requests shall be submitted to:

Attn: Mayra Alvarado
Grant Specialist
Mayor's Office of Public Safety
200 North Spring Street, Room 303
Los Angeles, CA 90012
mayra.alvarado@lacity.org

- F. Subrecipient acknowledges that the City makes no commitment to disburse Subaward funds beyond the terms set forth herein and that funding for all periods during the Subaward Term is subject to the continuing availability to the City of federal funds for this Subaward from the Federal awarding agency. This Agreement may be terminated immediately upon written notice to Subrecipient of such loss or reduction of Subaward funds.

§2.3 DOJ Requirements

Subrecipient shall comply with all Requirements promulgated by DOJ (which is the Federal awarding agency for this Subaward) which are applicable to this particular Subaward. These include, without limitation, the Requirements for recipients and subrecipients set forth in the JAG Solicitation, the DOJ Special Conditions, the DOJ Standard Assurances, the DOJ Grants Financial Guide, and the OJP Financial Guide.

Notwithstanding the foregoing, the City shall not require compliance with Department of Justice's Special Conditions 41-47, and 63 of the FY 2018 JAG Formula Program Grant, which have been enjoined by the United States District Court. (See also Department of Justice's "Legal Notices pertaining to FY 2018 awards," declining to enforce Special Conditions 41-47 to the State of California and its political subdivisions, <https://www.ojp.gov/funding/explore/legal-notices>). For reference, the DOJ Special Conditions and the DOJ Standard Assurances are both attached hereto as Exhibit A and incorporated herein. Some of these Requirements are set forth below in this Section 2.3.

- A. Subrecipient agrees that the Subaward funds received will not be used to supplant State or local funds, but will be used to increase the amounts of such funds that would, in the absence of Federal funds, be made available for law enforcement activities. Upon request by the City and/or the Federal awarding agency, Subrecipient shall be required to demonstrate and document that a reduction in non-Federal resources occurred for reasons other than the receipt or expected receipt of Subaward funds.

Subrecipient shall not charge any costs allocable under this Subaward to any other Federal award to overcome fund deficiencies, to avoid restrictions imposed by Federal statutes, regulations, or terms and conditions of Federal awards, or for other reasons. Subrecipient agrees that if it currently has an open award of federal funds or if it receives an award of federal funds other than this Subaward, and those award funds have been, are being, or are to be used, in whole or in part, for one or more of the identical cost items for which these Subaward funds are being provided, Subrecipient shall promptly notify, in writing, the Mayor's Office and DOJ, and if so requested by the Mayor's Office and/or DOJ, seek a budget modification or change-of-project-scope grant adjustment notice to eliminate any inappropriate duplication of funding.

Subrecipient shall not be delinquent in the repayment of any Federal debt.

Subrecipient must request instruction from the City and the Federal awarding agency for proper disposition of any original or replacement equipment acquired with Subaward funds.

- B. Subrecipient shall comply with the requirement of 31 U.S.C. Section 3729-3730, which sets forth that no subgrantee, recipient or subrecipient of federal funds or payments shall submit a false claim for payment and reimbursement. Subrecipient agrees to be subject to the administrative remedies as found in 31U.S.C. Section 3801-3812 for violations of this requirement. Further, Subrecipient shall comply with the provisions set forth in **Condition #23** of the DOJ Special Conditions, pertaining to reporting potential fraud, waste, abuse and similar misconduct.
- C. Subrecipient shall comply with the provisions set forth in **Condition #21** of the DOJ Special Conditions pertaining to restrictions on lobbying. Subrecipient understands and agrees that it cannot use any Subaward funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without express prior written approval of the Federal awarding agency. Further, Subrecipient shall comply with the provisions of the Anti-Lobbying Act (18 U.S.C. § 1913). In connection thereto, Subrecipient hereby certifies that:
 - 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of Subrecipient, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment,

or modification of any Federal contract, grant, loan or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, Subrecipient shall complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying" in accordance with its instructions.
3. Subrecipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

D. As required by Executive Orders (EO) 12549 and 12689, and 2 CFR §200.212 and codified in 2 CFR Part 180, Subrecipient shall provide protection against waste, fraud and abuse by debarring or suspending those persons deemed irresponsible in their dealings with the Federal government. Subrecipient hereby certifies that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated above; and
4. Have not within a three-year period preceding this Agreement had one or more public transactions (Federal, State, or local) terminated for cause or default.

- E. Subrecipient shall comply with **Condition #12** pertaining to prohibited conduct related to trafficking in persons. The details of Subrecipient's obligations related to prohibited conduct can be found at:
<https://www.ojp.gov/funding/explore/prohibitedconduct-trafficking>.
- F. Subrecipient shall comply with all applicable requirements of 28 CFR Part 42, specifically including any applicable requirements in Subpart E of 28 CFR Part 42 that relate to an equal employment opportunity program. .

Subrecipient shall comply with applicable nondiscrimination provisions as more fully set forth **Assurance #4** of the DOJ Standard Assurances.

Subrecipient hereby certifies that it will comply with Section 601 of the Civil Rights Act of 1964 (42 U.S.C. § 2000d); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794); Section 901 of the Education Amendments of 1972 (20 U.S.C. § 1681); and Section 303 of the Age Discrimination Act of 1975 (42 U.S.C. § 6102). Any contract entered into by Subrecipient (or any subcontract thereof), relating to this Agreement, to the extent allowed hereunder, shall be subject to the provisions of this paragraph.

- G. Subrecipient shall assist the City and DOJ in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of Subaward funds. In connection thereto, Subrecipient acknowledges and agrees to comply with the provisions obligating a "grantee" as set forth in **Condition #48** of the DOJ Special Conditions. Further, Subrecipient shall comply with **Assurance #6** of the DOJ Standard Assurances, which relate to compliance with the National Historic Preservation Act of 1966, the Archaeological and Historical Preservation Act of 1974, and the National Environmental Policy Act of 1969.
- H. Subrecipient agrees to comply with the provisions set forth in **Condition #29** of the DOJ Special Conditions, which requires Subrecipient to comply with the applicable provisions of the Federal Funding Accountability and Transparency Act of 2006 ("FFATA"). Further, Subrecipient shall assist the City in complying with any reporting requirements for this Subaward in connection with FFATA.
- I. Subrecipient must collect, maintain and provide to the City and DOJ data that measure the performance and effectiveness of activities funded by this Subaward, in the manner and within the timeframes specified in the JAG Solicitation or as otherwise specified by DOJ. Subrecipient shall comply with any DOJ grant monitoring guidelines, protocols, and

procedures, and to cooperate with all DOJ and City grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. Further, Subrecipient agrees to provide DOJ and the City all documentation necessary to complete monitoring tasks, including documentation related to any subawards made with Subaward funds and to abide by reasonable deadlines set by DOJ and the City for providing the requested documents. Failure to cooperate with such grant monitoring activities may result in sanctions affecting Subrecipient's DOJ awards.

- J. Subrecipient shall comply with the Grantor's Global Justice Information Sharing Initiative guidelines and recommendations for this Subaward. Subrecipient shall conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at https://it.ojp.gov/gsp_grantcondition. Subrecipient shall document planned approaches to information sharing and describe compliance to the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.
- K. To avoid duplicating existing networks or IT systems in any initiatives funded by DOJ for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, any such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless Subrecipient can demonstrate to the satisfaction of DOJ that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

For any information technology system funded by this Subaward, Subrecipient shall ensure that such project complies with 28 CFR Part 23, *Criminal Intelligence Systems Operating Policies*, if such regulation is determined to be applicable. Should DOJ determine such regulation to be applicable, DOJ may, at its discretion, perform audits of the system. Subrecipient acknowledges and agrees that should any violation of 28 CFR Part 23 occur, Subrecipient may be fined as per 34 U.S.C. 10231(c)-(d) and that Subrecipient may not satisfy any such fine with federal funds.

- L. Subrecipient hereby makes the certifications and representations set forth in **Condition #24** of the DOJ Special Conditions regarding non-disclosure agreements and related matters and shall comply with provision set forth in such **Condition #24**.
- M. Subrecipient shall comply with the provisions set forth in **Condition #20** of the DOJ Special Conditions relating to applicable requirements of 28 CFR Part 38 (Partnerships with Faith-Based and Other Neighborhood Organizations).

- N. Subrecipient shall comply with the requirements of 28 CFR Part 46 and all Office of Justice Programs policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.
- O. Subrecipient shall comply with all confidentiality requirements of 34 U.S.C. 10231 and 28 CFR Part 22 that are applicable to the collection, use and revelation of data or information. Subrecipient shall submit a Privacy Certificate that is in accord with requirements of 28 CFR Part 22 and, in particular, §22.23.
- P. Subrecipient agrees to comply with all applicable laws, regulations, policies and guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences, meetings, trainings, and other events, including the provision of food and/or beverages at such events, and costs of attendance at such events (more information available in the DOJ Grants Financial Guide). Subrecipient agrees that any training or training materials developed or delivered with these Grant funds must adhere to the *OJP Training Guiding Principles for Grantees and Subgrantees*, available at <http://www.ojp.usdoj.gov/funding/ojptrainingguidingprinciples.htm>.
- Q. Subrecipient shall establish safeguards to prohibit employees from using their positions for a purpose that constitutes, or presents the appearance of personal or organizational conflict of interest or personal gain. Subrecipient shall comply with all Federal and State conflict of interest laws and regulations.
- R. Subrecipient acknowledges and understands that, pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages the Subrecipient to adopt and enforce policies banning its employees from text messaging while driving any vehicle during the course of performing work funded by this Subaward, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.
- S. Subrecipient agrees that, within 120 days of receiving Subaward funds, for any law enforcement task force funded with these Subaward funds, the task force commander, agency executive, task force officers, and other task force members of equivalent rank, will complete required online (internet-based) task force training to be provided free of charge through DOJ's Center for Task Force Integrity and Leadership. This training will

address task force effectiveness as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. Additional information will be provided by DOJ regarding the required training and access methods via DOJ's web site and the Center for Task Force Integrity and Leadership (<https://www.centf.org>).

Subrecipient agrees to participate in DOJ-sponsored training events, technical assistance events, or conferences held by DOJ or its designees, upon DOJ's request.

- T. Subrecipient agrees to comply with any additional requirements that may be imposed during the Subaward Period of Performance if the Federal awarding agency determines that the Subrecipient is a "high-risk" grantee.
- U. Subrecipient acknowledges and shall comply with the provisions regarding (1) procurement transactions and necessary approvals as set forth in **Condition #11** of the DOJ Special Conditions, (2) the use of Subaward funds for consultant rates in excess of \$650 per day as set forth in **Condition #39** of the DOJ Special Conditions, (3) the purchase and acquisition of items that are listed on the Prohibited Expenditure List and the Controlled Expenditure List as more fully set forth in **Condition #56** of the DOJ Special Conditions.
- V. Subrecipient hereby gives the City, the Federal awarding agency, and the Government Accountability Office, through any authorized representative, access to and the right to examine all paper or electronic records related to this Subaward.

Subrecipient shall comply with all lawful requirements imposed by the Federal awarding agency, specifically including any applicable regulations, such as 28 CFR Parts 22, 23, 38, 42, 61, and 63.

Subrecipient shall comply with the provisions set forth in **Assurance #8** of the DOJ Standard Assurances, which relate to compliance with requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 and compliance with 5 U.S.C. §§1501-08 and §§7324-28 limiting certain political activities of local government employees.

§2.4 Uniform Requirements for Federal Awards

Subrecipient acknowledges that this Subaward is a "Federal award" as such term is defined in 2 CFR §200.38 and that Subrecipient's use of this Subaward is subject to the uniform administrative requirements, cost principles, and audit requirements for Federal awards which are codified in 2 CFR Part 200 (the

“Uniform Requirements”). Subrecipient agrees that it is considered a “non-Federal entity” and a “subrecipient” as such terms are defined in 2 CFR §§200.69 and 200.93, respectively. Thus, Subrecipient hereby agrees to comply with, and be subject to, all provisions, regulations and requirements applicable to a “subrecipient” and a “non-Federal entity” as set forth in the Uniform Requirements. Further, Subrecipient agrees that the City and DOJ are each a “pass-through entity” as such term is defined in 2 CFR §200.74 and that each of them shall have the rights and remedies of a “pass-through entity” in relation to this Subaward and Subrecipient as set forth in the Uniform Requirements. Without limitation, some of these Uniform Requirements are set forth below in this Section 2.4.

- A. Subrecipient shall disclose to the City any potential conflict of interest in connection to this Subaward and its use in accordance with 2 CFR §200.112.
- B. Subrecipient shall comply with the mandatory disclosure requirements for violations of Federal criminal law involving fraud, bribery, or gratuity as set forth in 2 CFR §200.113.
- C. Subrecipient acknowledges that the City may impose additional specific conditions to this Subaward in accordance with 2 CFR §200.207, and Subrecipient shall comply with such conditions. Subrecipient shall also submit any annual certifications and representations deemed required by the City in accordance with 2 CFR §200.208.

D. Financial Management and Internal Controls

Subrecipient shall comply with the requirements for a non-Federal entity regarding financial management and the establishment of a financial management system, all as more fully set forth in 2 CFR §200.302. Further, Subrecipient shall comply with the requirements set forth in 2 CFR §200.303, which relate to certain obligations required of Subrecipient to maintain internal controls over the use of this Subaward.

- E. In the event this Subaward requires cost sharing or matching of funds from Subrecipient, Subrecipient shall comply with the cost sharing and matching requirements set forth in 2 CFR §200.306.
- F. Subrecipient shall comply with the requirements relating to program income as more fully set forth in 2 CFR §200.307.

G. Property Standards

When property (real, tangible or intangible) is, in whole or in part, improved, developed, purchased or otherwise acquired with Subaward

funds, Subrecipient shall comply with the regulations set forth in 2 CFR §§200.310 through 200.316 ("Property Regulations"). These Property Regulations include, without limitation, provisions related to the following:

1. Requirements for insurance coverage for real property and equipment.
2. Requirements for title, use, disposition and transfer of title of "real property" (as defined in 2 CFR §200.85).
3. Regulations involving Federally-owned and exempt property.
4. Requirements for title, use, management (including recordkeeping, inventory, control systems and maintenance procedures), and disposition of "equipment" (as defined in 2 CFR §200.33).
5. Requirements for title, use and disposition of "supplies" (as defined in 2 CFR §200.94).
6. Requirements for title, rights, use and disposition of "intangible property" (as defined in 2 CFR §200.59). Such requirements include, without limitation, (a) a reservation of rights by the Federal awarding agency to a royalty-free, non-exclusive and irrevocable right to use certain copyrighted work or work subject to copyright, (b) the rights of the Federal government to data produced under the Subaward, (c) the applicability of the Freedom of Information Act to certain research data produced or acquired under the Subaward, and (d) Subrecipient's compliance with applicable regulations governing patents and inventions, including government wide regulations codified at 37 CFR Part 401.

Subrecipient agrees that it shall hold in trust all real property, equipment and intangible property acquired, developed or improved with Subaward funds in accordance with the provisions set forth in 2 CFR §200.316.

H. Procurement and Contracting Regulations

When procuring and/or contracting for property and/or services that are to be paid or reimbursed by any amount of Subaward funds, Subrecipient shall comply with all regulations applying to "non-Federal entities" as set forth in 2 CFR §§200.318 through 200.326 (the "Procurement Regulations"). These Procurement Regulations include, without limitation, provisions requiring the following:

1. Documentation and use of procurement procedures in compliance with Procurement Regulations.

2. Contracting oversight and maintenance of written standards of conduct covering conflicts of interest.
3. Compliance with federal standards regarding procurement and award of contracts, competition, and procurement methods.
4. Affirmative steps required to encourage contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.
5. Compliance with Section 6002 of the Solid Waste Disposal Act in the procurement of recovered materials.
6. Requirement to perform a cost or price analysis in connection with procurements.
7. Bonding requirements.
8. Requirement to make procurement documentation available for review by the City, DOJ and the Federal awarding agency.

In addition, Subrecipient must include in all of its contracts paid or reimbursed in whole or in part with Subaward funds the provisions set forth in Appendix II to 2 CFR Part 200 (Contract Provisions for non-Federal Entity Contracts under Federal Awards) as required by 2 CFR §200.326.

I. Financial and Performance Monitoring and Reporting

Subrecipient shall comply with the monitoring requirements for a non-Federal entity as set forth in 2 CFR §200.328, which requires the Subrecipient to oversee the operations of its activities supported by the Grant and monitor such activities to assure compliance with applicable Federal requirements and performance expectations are being achieved. Further, Subrecipient shall comply with the financial and performance reporting requirements for a non-Federal entity as set forth in 2 CFR §§200.327 to 200.329 and any other reporting requirements that may be promulgated by the Federal awarding agency, DOJ or the City in accordance with such regulations. Such reporting requirements include, without limitation, the provision of any information required for the assessment or evaluation of any activities funded by the Subaward and the reporting of information related to real property in which the Federal government retains an interest.

Subrecipient acknowledges that the City, as a "pass-through entity," may

make various findings, determinations, evaluations and reports regarding Subrecipient and its use of Subaward funds, as set forth in 2 CFR §§200.330 to 200.332. In accordance with such regulations, Subrecipient shall comply with, and timely grant to the City and its auditors, any monitoring requests, requests for on-site access to facilities, equipment and personnel, and requests for any other information as may be authorized under such regulations. Subrecipient shall also timely grant to the City and its auditors access to Subrecipient's records and financial statements as required under 2 CFR §200.331(a)(5). In addition, Subrecipient shall comply with any conditions that may be placed upon Subrecipient as part of the City's risk evaluation of Subrecipient under 2 CFR §200.331(b).

J. Record Retention and Access

Subrecipient shall comply with all records retention, maintenance, storage, transmission, and collection requirements applicable to a non-Federal entity as set forth in 2 CFR §§200.333 to 200.335. Such regulations require, without limitation, that Subrecipient retain financial records, supporting documents, statistical records, and all other records of Subrecipient that are related and/or pertinent to Subrecipient's use of Subaward funds in a manner and for a duration of time as prescribed in such regulations and that Subrecipient collect, transmit and store Subaward-related information in a manner as set forth in 2 CFR §200.335.

In accordance with the provisions set forth in 2 CFR §200.336, Subrecipient hereby grants the Federal awarding agency, the Inspectors General, the Comptroller General of the United States, DOJ, and the City, or any of their authorized representatives, the right of access to any documents, papers, or other records of Subrecipient which are pertinent to the Subaward, in order to make audits, examinations, excerpts, and transcripts. This right also includes timely and reasonable access to Subrecipient's personnel for the purpose of interview and discussion related to such documents. These access rights shall not be limited to any required record retention period but last as long as the records are retained, and access shall not otherwise be limited unless as specifically permitted under 2 CFR §§200.336 to 200.337.

Subrecipient shall require any of its subrecipients, contractors, successors, transferees and assignees to acknowledge and agree to comply with the provisions of this Section.

K. Cost Principles

Subrecipient shall comply with the cost principles for federal awards as set forth in 2 CFR Part 200 Subpart E ("Cost Principles"). Subrecipient

acknowledges and agrees that any costs incurred by Subrecipient may only be charged to or reimbursed by Subaward funds if it is incurred in compliance with all Requirements for the Subaward and is also deemed allowable and allocable under the Subaward in accordance with the provisions set forth in the Cost Principles.

L. Audit Requirements

By virtue of using Subaward funds, Subrecipient acknowledges and agrees that it is subject to the provisions set forth in 2 CFR Part 200 Subpart F (“Audit Requirements”). Subrecipient shall comply with all provisions applicable to a non-Federal entity and an “auditee” (as defined in 2 CFR §200.6) as set forth in such Audit Requirements, including the requirement to conduct a single audit if applicable. Subrecipient understands and agrees that the Federal awarding agency may withhold Subaward funds, or may impose other related requirements, if Subrecipient does not satisfactorily and promptly address outstanding issues from audits required by the Uniform Requirements (or by the terms of this Subaward), or other outstanding issues that arise in connection with audits, investigations or reviews of DOJ awards.

M. Closeout and Post Closeout

Subrecipient shall comply with the obligations applicable to a non-Federal entity as it pertains to the closeout of this Subaward as set forth in 2 CFR §200.343. Subrecipient acknowledges and agrees that it shall continue to comply with the post closeout obligations set forth in 2 CFR §200.344 after closeout of the Subaward and expiration of the Term of this Agreement.

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III. STANDARD PROVISIONS

§3.1 Independent Party

Subrecipient is acting hereunder as an independent party, and not as an agent or employee of the City. No employee of Subrecipient is, or shall be, an employee of the City by virtue of this Agreement, and Subrecipient shall so inform each employee organization and each employee who is hired or retained under this Agreement. Subrecipient shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of the City by virtue of this Agreement.

§3.2 Construction of Provisions and Titles Herein

All titles, subtitles, or headings in this Agreement have been inserted for convenience and shall not be deemed to affect the meaning or construction of any of the terms or provisions hereof. The language of this Agreement shall be construed according to its fair meaning and not strictly for or against either party. The word "Subrecipient" herein and in any amendments hereto includes the party or parties identified in this Agreement. The singular shall include the plural. If there is more than one Subrecipient as identified herein, unless expressly stated otherwise, their obligations and liabilities hereunder shall be joint and several. Use of the feminine, masculine, or neuter genders shall be deemed to include the genders not used.

§3.3 Applicable Law, Interpretation and Enforcement

Each party's performance hereunder shall comply with all applicable laws of the United States of America, the State of California, the County and City of Los Angeles, including but not limited to, laws regarding health and safety, labor and employment, wage and hours and licensing laws which affect employees. This Agreement shall be enforced and interpreted under the laws of the State of California without regard to conflict of law principles. Subrecipient shall comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Agreement.

In any action arising out of this Agreement, Subrecipient consents to personal jurisdiction, and agrees to bring all such actions, exclusively in state and federal courts located in Los Angeles County, California.

If any part, term or provision of this Agreement shall be held void, illegal, unenforceable, or in conflict with any law of a federal, state or local government having jurisdiction over this Agreement, the validity of the remaining parts, terms or provisions of this Agreement shall not be affected thereby.

§3.4 Integrated Agreement

This Agreement sets forth all of the rights and duties of the parties with respect to the subject matter hereof, and replaces any and all previous agreements or understandings, whether written or oral, relating thereto. This Agreement may be amended only as provided for herein.

§3.5 Excusable Delays

In the event that performance on the part of any party hereto shall be delayed or suspended as a result of circumstances beyond the reasonable control and without the fault and negligence of said party, none of the parties shall incur any liability to the other parties as a result of such delay or suspension.

Circumstances deemed to be beyond the control of the parties hereunder shall include, but not be limited to, acts of God or of the public enemy; insurrection; acts of the Federal Government or any unit of State or Local Government in either sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes, freight embargoes or delays in transportation; to the extent that they are not caused by the party's willful or negligent acts or omissions and to the extent that they are beyond the party's reasonable control.

§3.6 Breach

Except for excusable delays as described in §3.5 herein, if any party fails to perform, in whole or in part, any promise, covenant, or agreement set forth herein, or should any representation made by it be untrue, any aggrieved party may avail itself of all rights and remedies, at law or equity, in the courts of law. Said rights and remedies are cumulative of those provided for herein except that in no event shall any party recover more than once, suffer a penalty or forfeiture, or be unjustly compensated.

§3.7 Prohibition Against Assignment or Delegation

Subrecipient may not, unless it has first obtained the written permission of the City:

- A. Assign or otherwise alienate any of its rights hereunder, including the right to payment; or
- B. Delegate, subcontract, or otherwise transfer any of its duties hereunder.

§3.8 Indemnification

Each of the parties to this Agreement is a public entity. In contemplation of the provisions of Section 895.2 of the Government Code of the State of California imposing certain tort liability jointly upon public entities, solely by reason of such entities being parties to an Agreement as defined by Section 895 of said Code,

the parties hereto, as between themselves, pursuant to the authorization contained in Sections 895.4 and 895.6 of said Code, will each assume the full liability imposed upon it or upon any of its officers, agents, or employees by law, for injury caused by a negligent or wrongful act or omission occurring in the performance of this Agreement, to the same extent that such liability would be imposed in the absence of Section 895.2 of said Code. To achieve the above-stated purpose, each party indemnifies and holds harmless the other party solely by virtue of said Section 895.2. The provision of Section 2778 of the California Civil Code is made a part hereto as if fully set forth herein. Subrecipient certifies that it has adequate self-insured retention of funds to meet any obligation arising from this Agreement.

- A. Pursuant to Government Code Sections 895.4 and 895.6, the parties shall each assume the full liability imposed upon it, or any of its officers, agents or employees, by law for injury caused by any negligent or wrongful act or omission occurring in the performance of this Agreement.
- B. Each party indemnifies and holds harmless the other party for any loss, costs, or expenses that may be imposed upon such other party by virtue of Government Code section 895.2, which imposes joint civil liability upon public entities solely by reason of such entities being parties to an agreement, as defined by Government Code section 895.
- C. In the event of third-party loss caused by negligence, wrongful act or omission by both Parties, each party shall bear financial responsibility in proportion to its percentage of fault as may be mutually agreed or judicially determined. The provisions of Civil Code Section 2778 regarding interpretation of indemnity agreements are hereby incorporated

§3.9 Subcontractor Assurances

Subrecipient shall contractually obligate all of its contractors, subcontractors and vendors funded by Subaward funds as may be required to ensure that Subrecipient can comply with all of the Requirements and other provisions of this Agreement.

§3.10 Remedies for Noncompliance

Subrecipient acknowledges and agrees that, in the event Subrecipient fails to comply with the terms and conditions of this Agreement or with any Requirements referenced in Section 2.1 above, the Federal awarding agency, DOJ or the City shall have the right to take one or more of the actions set forth in 2 CFR §200.338. Such actions may include, without limitation, the withholding of cash payments, suspension and/or termination of the Subaward, and the disallowing of certain costs incurred under the Subaward. Any costs incurred by Subrecipient during a suspension or after termination of the Subaward shall not

be considered allowable under the Subaward unless allowed under 2 CFR §200.342. Subrecipient shall be liable to the Federal awarding agency, DOJ and the City for any Subaward funds the Federal awarding agency or DOJ determines that Subrecipient used in violation of any Requirements reference in Section 2.1 above, and Subrecipient shall indemnify and hold harmless the City for any sums the Federal awarding agency or DOJ determines Subrecipient used in violation of such Requirements.

Subrecipient shall be granted the opportunity to object to and challenge the taking of any remedial action by the Federal awarding agency, DOJ or the City in accordance with the provisions set forth in 2 CFR §200.341.

§3.11 Termination

Subrecipient acknowledges and agrees that the Subaward, and any obligation to disburse to or reimburse Subrecipient in connection thereto, may be terminated in whole or in part by the Federal awarding agency, DOJ or the City as set forth in 2 CFR §200.339. Subrecipient shall have the right to terminate the Subaward only as set forth in 2 CFR §200.339. In the event the Subaward is terminated, all obligations and requirements of this Agreement and the Grant shall survive and continue in full force and effect in connection with any portion of the Subaward remaining prior to such termination, including, without limitation, the closeout and post closeout requirements set forth in this Agreement.

§3.12 Amendments

Any change in the terms of this Agreement, including the performance period of the Subaward and any increase or decrease in the amount of the Subaward, which are agreed to by the City and Subrecipient shall be incorporated into this Agreement by a written amendment properly executed and signed by the person authorized to bind the parties thereto.

§3.13 Complete Agreement

This Agreement sets forth all of the rights and duties of the parties with respect to the subject matter hereof, and replaces any and all previous agreements or understandings, whether written or oral, relating thereto. This Agreement may be amended only as provided for herein and neither verbal agreement nor conversation with any officer or employee of either party shall affect or modify any of the terms and conditions of this Agreement. This Agreement is executed in two (2) duplicate originals, each of which is deemed to be an original. This Agreement includes twenty-one (21) pages and four (4) Exhibits which constitute the entire understanding and agreement of the parties.

IN WITNESS WHEREOF, the City and Subrecipient have caused this Subaward Agreement to be executed by their duly authorized representatives.

<p>APPROVED AS TO FORM: MICHAEL N. FEUER, City Attorney</p> <p>By _____ Deputy City Attorney</p> <p>Date _____</p>	<p>For: THE CITY OF LOS ANGELES ERIC GARCETTI, Mayor</p> <p>By _____ Eric Garcetti, Mayor Mayor's Office of Public Safety</p> <p>Date _____</p>
<p>ATTEST:</p> <p>HOLLY L. WOLCOTT, City Clerk</p> <p>By _____ Deputy City Clerk</p> <p>Date _____</p>	
<p>APPROVED AS TO FORM: NANCY M. TAKADE, Principal Deputy County Counsel</p> <p>By _____ Deputy County Counsel</p> <p>Date _____</p>	<p>For: THE COUNTY OF LOS ANGELES, a political subdivision of the State of California</p> <p>By _____ Jackie Lacey, District Attorney</p> <p>Date _____</p>
<p>ATTEST:</p> <p>By _____ County Clerk</p> <p>Date _____</p>	<p>By _____ Ray Leyva, Interim Chief Probation Officer</p> <p>Date _____</p> <p>[SEAL]</p>

City Business License Number: _____
Internal Revenue Service ID Number: _____
Council File/OARS File Number: C.F. # 119-1066; Date of Approval: 12/03/2019
City Contract Number: _____

EXHIBIT A



OMB APPROVAL NUMBER 1121-0140

EXPIRES 05/31/2019

U.S. DEPARTMENT OF JUSTICE

CERTIFIED STANDARD ASSURANCES

On behalf of the Applicant, and in support of this application for a grant or cooperative agreement, I certify under penalty of perjury to the U.S. Department of Justice ("Department"), that all of the following are true and correct:

(1) I have the authority to make the following representations on behalf of myself and the Applicant. I understand that these representations will be relied upon as material in any Department decision to make an award to the Applicant based on its application.

(2) I certify that the Applicant has the legal authority to apply for the federal assistance sought by the application, and that it has the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project costs) to plan, manage, and complete the project described in the application properly.

(3) I assure that, throughout the period of performance for the award (if any) made by the Department based on the application--

- a. the Applicant will comply with all award requirements and all federal statutes and regulations applicable to the award;
- b. the Applicant will require all subrecipients to comply with all applicable award requirements and all applicable federal statutes and regulations; and
- c. the Applicant will maintain safeguards to address and prevent any organizational conflict of interest, and also to prohibit employees from using their positions in any manner that poses, or appears to pose, a personal or financial conflict of interest.

(4) The Applicant understands that the federal statutes and regulations applicable to the award (if any) made by the Department based on the application specifically include statutes and regulations pertaining to civil rights and nondiscrimination, and, in addition--

- a. the Applicant understands that the applicable statutes pertaining to civil rights will include section 601 of the Civil Rights Act of 1964 (42 U.S.C. § 2000d); section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794); section 901 of the Education Amendments of 1972 (20 U.S.C. § 1681); and section 303 of the Age Discrimination Act of 1975 (42 U.S.C. § 6102);
- b. the Applicant understands that the applicable statutes pertaining to nondiscrimination may include section 809(c) of Title I of the Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. § 10228(c)); section 1407(e) of the Victims of Crime Act of 1984 (34 U.S.C. § 20110(e)); section 299A(b) of the Juvenile Justice and Delinquency Prevention Act of 2002 (34 U.S.C. § 11182(b)); and that the grant condition set out at section 40002(b)(13) of the Violence Against Women Act (34 U.S.C. § 12291(b)(13)), which will apply to all awards made by the Office on Violence Against Women, also may apply to an award made otherwise;

- c. the Applicant understands that it must require any subrecipient to comply with all such applicable statutes (and associated regulations); and
- d. on behalf of the Applicant, I make the specific assurances set out in 28 C.F.R. §§ 42.105 and 42.204.

(5) The Applicant also understands that (in addition to any applicable program-specific regulations and to applicable federal regulations that pertain to civil rights and nondiscrimination) the federal regulations applicable to the award (if any) made by the Department based on the application may include, but are not limited to, 2 C.F.R. Part 2800 (the DOJ "Part 200 Uniform Requirements") and 28 C.F.R. Parts 22 (confidentiality - research and statistical information), 23 (criminal intelligence systems), 38 (regarding faith-based or religious organizations participating in federal financial assistance programs), and 46 (human subjects protection).

(6) I assure that the Applicant will assist the Department as necessary (and will require subrecipients and contractors to assist as necessary) with the Department's compliance with section 106 of the National Historic Preservation Act of 1966 (54 U.S.C. § 306108), the Archeological and Historical Preservation Act of 1974 (54 U.S.C. §§ 312501-312508), and the National Environmental Policy Act of 1969 (42 U.S.C. §§ 4321-4335), and 28 C.F.R. Parts 61 (NEPA) and 63 (floodplains and wetlands).

(7) I assure that the Applicant will give the Department and the Government Accountability Office, through any authorized representative, access to, and opportunity to examine, all paper or electronic records related to the award (if any) made by the Department based on the application.

(8) I assure that, if the Applicant is a governmental entity, with respect to the award (if any) made by the Department based on the application--

- a. it will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655), which govern the treatment of persons displaced as a result of federal and federally-assisted programs; and
- b. it will comply with requirements of 5 U.S.C. §§ 1501-1508 and 7324-7328, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

(9) If the Applicant applies for and receives an award from the Office of Community Oriented Policing Services (COPS Office), I assure that as required by 34 U.S.C. § 10382(c)(11), it will, to the extent practicable and consistent with applicable law—including, but not limited to, the Indian Self-Determination and Education Assistance Act—seek, recruit, and hire qualified members of racial and ethnic minority groups and qualified women in order to further effective law enforcement by increasing their ranks within the sworn positions, as provided under 34 U.S.C. § 10382(c)(11).


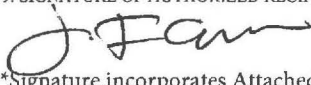
I acknowledge that a materially false, fictitious, or fraudulent statement (or concealment or omission of a material fact) in this certification, or in the application that it supports, may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the Applicant to civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and 3801-3812). I also acknowledge that the Department's awards, including certifications provided in connection with such awards, are subject to review by the Department, including by its Office of the Inspector General.



U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

Grant

PAGE 1 OF 22

1. RECIPIENT NAME AND ADDRESS (Including Zip Code) City of Los Angeles 200 North Spring Street SW Mezzanine, Rm. M175 Los Angeles, CA 90012-3239		4. AWARD NUMBER: 2018-DJ-BX-0296	
		5. PROJECT PERIOD: FROM 10/01/2017 TO 09/30/2021 BUDGET PERIOD: FROM 10/01/2017 TO 09/30/2021	
2a. GRANTEE IRS/VENDOR NO. 956000735		6. AWARD DATE 11/13/2018	7. ACTION Initial
2b. GRANTEE DUNS NO. 069928349		8. SUPPLEMENT NUMBER 00	
3. PROJECT TITLE FY 18 Local JAG Program		9. PREVIOUS AWARD AMOUNT \$ 0	
		10. AMOUNT OF THIS AWARD \$ 2,231,202	
		11. TOTAL AWARD \$ 2,231,202	
12. SPECIAL CONDITIONS THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S).			
13. STATUTORY AUTHORITY FOR GRANT This project is supported under FY18(BJA - JAG State & JAG Local) Title I of Pub. L. No. 90-351 (generally codified at 34 U.S.C. 10101 - 10726), including subpart I of part E (codified at 34 U.S.C. 10151 - 10158); see also 28 U.S.C. 530C(a)			
14. CATALOG OF DOMESTIC FEDERAL ASSISTANCE (CFDA Number) 16.738 - Edward Byrne Memorial Justice Assistance Grant Program			
15. METHOD OF PAYMENT GPRS			
AGENCY APPROVAL		GRANTEE ACCEPTANCE	
16. TYPED NAME AND TITLE OF APPROVING OFFICIAL Matt Dummermuth Principal Deputy Assistant Attorney General		18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL Jeff Gorell Deputy Mayor	
17. SIGNATURE OF APPROVING OFFICIAL 		19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL  *Signature incorporates Attached Addendum	19A. DATE MAR 27 2019
20. ACCOUNTING CLASSIFICATION CODES FISCAL FUND BUD. DIV. YEAR CODE ACT. OFC. REG. SUB. POMS AMOUNT X B DJ 80 00 00 2231202		21. TDJUGT0664	

FY 2018 LOCAL JAG PROGRAM
AWARD NUMBER: 2018-DJ-BX-0296

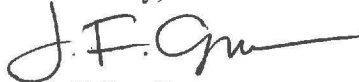
ADDENDUM TO GRANTEE ACCEPTANCE

This addendum ("Addendum") is being submitted as part of the City of Los Angeles's ("the City's") acceptance of the FY 2018 Edward Byrne Memorial Justice Assistance Grant ("JAG") Program funds awarded to the City (Award Number: 2018-DJ-BX-0296) ("FY 2018 JAG Grant" or the "Grant"). Please be advised that the City submits its acceptance of the FY 2018 JAG Grant subject to the understandings set forth in this Addendum.

In *City of Los Angeles v. Sessions*, No. 18-cv-07347-R-JC (C.D. Cal.), the federal district court enjoined the United States Department of Justice from imposing certain conditions on the City and its subrecipients to receive the FY 2018 JAG Grant ("Enjoined Conditions"). The "Special Conditions" set forth in the FY 2018 JAG Grant award sheet include these Enjoined Conditions. Specifically, these Enjoined Conditions are Special Conditions numbers 41-43 ("1373 and 1644 Conditions"), number 44 ("Harboring Condition"), number 45 ("Access Condition"), number 46 ("Notice Condition"), and numbers 47 and 63 ("Questionnaire and 1366 Condition"). For reference, the court order enjoining the imposition of these Enjoined Conditions, dated February 15, 2019 and appearing as Docket No. 62, is attached to this Addendum ("Court Order").

In accordance with the Court Order, the City is submitting its acceptance of the FY 2018 JAG Grant with the understanding that Special Conditions numbers 41, 42, 43, 44, 45, 46, 47 and 63 are unlawful and void as applied to the FY 2018 JAG Grant. *See* Court Order at 6-8; *see also City & Cty. of San Francisco v. Sessions*, No. 18-cv-05146-WHO, 2019 WL 1024404, at *2, *6, *11, *12-*13, *16 (Mar. 4, 2019 N.D. Cal.); *City & Cty. of San Francisco*, 349 F. Supp. 3d 924, 961, 966 (N.D. Cal. 2018), *appeal filed*, No. 18-17308 (9th Cir. Dec. 3, 2018); *City of Philadelphia v. Sessions*, 309 F. Supp. 3d 289, 324-25 (E.D. Pa. 2018); *New York v. Dep't of Justice*, 343 F. Supp. 3d 213, 241 (S.D.N.Y. 2018), *appeal filed*, No. 19-267 (2d Cir. Jan. 28, 2019). Further, the City expressly reserves its rights to further challenge the legality of any of the Enjoined Conditions and to avail itself of any further court orders made in *City of Los Angeles v. Sessions*, No. 18-cv-07347-R-JC (C.D. Cal.), or any other case regarding the validity of the Enjoined Conditions or any other conditions imposed by the federal government.

Sincerely,



Jeff Gorell
Deputy Mayor
Mayor's Office of Public Safety

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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

CITY OF LOS ANGELES,)	CASE NO. CV 18-7347-R
)	
Plaintiff,)	ORDER GRANTING PLAINTIFF'S
)	MOTION FOR PARTIAL SUMMARY
v.)	JUDGMENT AND DENYING
)	DEFENDANTS' MOTION FOR PARTIAL
JEFFERSON B. SESSIONS III; et al.,)	DISMISSAL OR PARTIAL SUMMARY
)	JUDGMENT
Defendants.)	
)	
)	

Before the Court is Plaintiff's Motion for Partial Summary Judgment as to Counts One, Two, Three, and Four of Plaintiff's Complaint, filed on October 5, 2018, and Defendants' Motion for Partial Dismissal or Partial Summary Judgment, filed on November 13, 2018. (Dkts. 41, 49). Having been briefed by both parties, this Court took the matters under submission on January 2, 2019.

The two federal grants at issue here are (1) the Edward Byrne Memorial Justice Assistance Grant ("Byrne JAG") Program, and (2) a grant authorized by the Juvenile Justice and Delinquency Prevention Act of 1974 ("Juvenile Justice Act"), also referred to as the "Gang Suppression Grant Program." The Byrne JAG grant supports state and local law enforcement efforts by providing additional funds for personnel, equipment, training, and other criminal justice needs. 34 U.S.C. § 10152. The Byrne JAG grant is a formula grant, meaning the funds are awarded according to a

1 formula provided by statute based on the state's population and rate of violent crime. 34 U.S.C. §
2 10156. Plaintiff City of Los Angeles ("Los Angeles") has been a recipient of the Byrne JAG grant
3 every year since 1997, except 2017 and 2018, and each year has received more than \$1 million in
4 funding. DOJ has imposed five conditions on both of these fiscal year 2018 grants. The first two
5 conditions, referred to as the "Notice" and "Access" Conditions, are substantively identical to
6 those previously enjoined by this Court in the case concerning the fiscal year 2017 Byrne JAG
7 awards. These two conditions provide that the Department will only provide Byrne JAG grants to
8 cities and states that comply with federal law, allow federal immigration access to detention
9 facilities ("Access Condition"), and provide 40 hours' notice before they release an illegal alien
10 wanted by federal authorities ("Notice Condition"). Los Angeles has not changed its policies and
11 operations, and as a result has not received Byrne JAG funding for the 2018 fiscal year. The third
12 Condition, referred to as the "1373 and 1644 Condition" requires recipients to certify compliance
13 with 8 U.S.C. §§ 1373 and 1644. The final two conditions require the local governments that
14 receive the above mentioned federal grants to (1) certify "not to publicly disclose federal law
15 enforcement information in an attempt to conceal, harbor, or shield certain individuals from
16 detection, whether or not in violation of 8 U.S.C. § 1324(a) (the "Harboring Condition"); and (2)
17 answer a DOJ questionnaire regarding the local governmental entity's policies on communication
18 with federal immigration authorities and certify that the entity will not impede the Attorney
19 General's reporting requirements under 8 U.S.C. § 1366 ("Questionnaire and 1366 Condition").
20 Combined, this Court will refer to all conditions above as "the Conditions." Now before this
21 Court, Plaintiff moves for Partial Summary Judgment as to Counts One, Two, Three, and Four of
22 its Complaint, while Defendant moves for Partial Dismissal or Partial Summary Judgment.

23 Summary judgment is appropriate where there is no genuine issue of material fact and the
24 moving party is entitled to judgment as a matter of law. Fed. R. Civ. P. 56(a); *Celotex Corp. v.*
25 *Catrett*, 477 U.S. 317, 330 (1986). Partial summary judgment may be granted on particular
26 claims. Fed. R. Civ. P. 56(a).

27 Justiciability

28 Defendants argue in their motion that Los Angeles lacks standing to challenge the

1 Conditions that DOJ has imposed on the 2018 Gang Suppression Grant. Article III of the
 2 Constitution allows federal courts to adjudicate only live cases and controversies. Under this
 3 requirement, a plaintiff must have “standing” to sue for relief. The elements of standing are (1)
 4 injury in fact, (2) causation, and (3) redressability. *Lujan v. Defenders of Wildlife*, 504 U.S. 555,
 5 560-61 (1992). To establish standing to seek equitable relief, the plaintiff must also show a
 6 likelihood of future injury. *City of L.A. v. Lyons*, 461 U.S. 95, 105 (1983). “The existence of
 7 standing turns on the facts as they existed at the time the plaintiff filed the complaint.” *Skaff v.*
 8 *Meridien N. Am. Beverly Hills, LLC*, 506 F.3d 832, 838 (9th Cir. 2007).

9 A grant competitor may suffer “competitive injury” for purposes of standing. “[W]hen
 10 challenged agency conduct allegedly renders a [competitor] unable to fairly compete for some
 11 benefit, that [competitor] has suffered a sufficient ‘injury in fact’ and has standing.” *Preston v.*
 12 *Heckler*, 734 F.2d 1359, 1365 (9th Cir. 1984); *see also Int’l Bhd. of Teamsters v. U.S. Dep’t of*
 13 *Transp.*, 861 F.3d 944, 950 (9th Cir. 2017) (“[E]conomic actors suffer an injury in fact when
 14 agencies lift regulatory restrictions on their competitors or otherwise allow increased competition
 15 against them.... This doctrine of ‘competitor standing’ is grounded in the basic law of economics
 16 that increased competition leads to actual injury.”). The grant competitor is not required to show
 17 that it would have received the grant but for the disadvantage it faced. Rather, “the ‘injury in fact’
 18 is the inability to compete on an equal footing in the bidding process....” *Ne. Fla. Chapter of*
 19 *Associated Gen. Contractors of Am. v. Jacksonville*, 508 U.S. 656, 666 (1993).

20 DOJ challenges Los Angeles’ standing on the basis of injury-in-fact, alleging that because
 21 the Gang Suppression Grant is a discretionary program with limited funds, it is unknown whether
 22 Los Angeles will be chosen to receive an award, and thus, its injury is speculative. However, this
 23 Court is not persuaded by such an argument. In order to have standing, Los Angeles need only
 24 seek and be qualified to receive the grant funds at issue. *See DKT Mem’l Fund, Ltd. v. Agency for*
 25 *Int’l Dev.*, 810 F.2d 1236, 1238 (D.C. Cir. 1987). Los Angeles promptly applied for funding and
 26 alleged that it will use the funds to implement a long-term project falling within the scope of the
 27 grant’s purpose. Los Angeles has demonstrated that it has sought funds and is qualified to receive
 28 such grant funds. It need not also demonstrate that it is certain to receive funding. Thus, Los

1 Angeles has standing to bring suit based on competitive injury.

2 **Count One (Ultra Vires Agency Action and Violation of Separation of Powers)**

3 The City of Los Angeles moves for summary judgment on Count One claiming that the
4 Conditions imposed are ultra vires agency action and a violation of separation of powers.

5 An agency “has no power to act...unless and until Congress confers power upon
6 it.” *La. Pub. Serv. Comm’n v. FCC*, 476 U.S. 355, 374 (1986). When agencies “act improperly,
7 no less than when they act beyond their jurisdiction, what they do is ultra vires.” *City of Arlington*
8 *v. FCC*, 569 U.S. 290, 297 (2013). While “Congress may attach conditions on the receipt of
9 federal funds,” a federal agency may not do so without Congress’ permission. *South Dakota v.*
10 *Dole*, 483 U.S. 203, 206 (1987); *see also City of Chicago v. Sessions*, 264 F. Supp. 3d 933, 940
11 (N.D. Ill. 2017) (“Whether the new conditions on the...grant are proper depends on whether
12 Congress conferred authority on the Attorney General to impose them.”).

13 “If Congress intends to alter the usual constitutional balance between the States and the
14 Federal Government, it must make its intention to do so unmistakably clear in the language of the
15 statute.” *Gregory v. Ashcroft*, 501 U.S. 452, 460 (1991). Although *Gregory* did not address this
16 constitutional balance in the grant context, the Court explained that this clear rule “applie[s] in
17 other contexts,” including any “traditionally sensitive areas, such as legislation affecting the
18 federal balance.” *Id.* at 461. The Fourth Circuit, citing Supreme Court precedent, extended the
19 clear statement rule specifically to federal grants. *Com. of Va., Dep’t of Educ. v. Riley*, 106 F.3d
20 559, 566 (4th Cir. 1997) (en banc). The *Riley* Court emphasized the importance of such a rule
21 where the grant condition required the surrender of a critical power reserved to the states by the
22 Tenth Amendment. *Id.* The Supreme Court has emphasized that the police power is one such
23 critical state function. *See, e.g., Gonzales v. Oregon*, 546 U.S. 243, 270 (2006) (states have “great
24 latitude under their police powers to legislate as to the protection of the lives, limbs, health,
25 comfort, and quiet of all persons”).

26 In its September 13, 2018 Order, this Court held that “[t]he language of the [Byrne JAG]
27 statute gives no indication that DOJ is authorized to add civil immigration conditions.” This Court
28 further held that 34 U.S.C. § 10102(a)(6), the statutory authority DOJ identified in support of its

1 immigration conditions, did not in fact authorize such conditions. As for the Conditions imposed
2 on the FY 2018 grants, DOJ has made minor changes from the 2017 Notice and Access
3 Conditions, and added new immigration-related conditions with the purpose of forcing States and
4 localities to participate in federal civil immigration enforcement. While minor changes were
5 made, the substance and effect of the conditions remains the same, and DOJ's attempt to add
6 immigration-based conditions to the Byrne JAG Program is inconsistent with the text, structure,
7 and purpose of the statute. In addition, this Court rejects Defendants' contention that the
8 immigration conditions are required by federal immigration statutes.

9 **The Notice and Access Conditions**

10 DOJ is imposing on the FY 2018 grants substantively the same Notice and Access
11 Conditions that this Court enjoined for FY 2017. The Notice and Access Conditions require local
12 governments' law enforcement and detention facilities to adjust their resources and practices (1) to
13 provide 48 hours' notice to federal immigration authorities, upon request from DHS, before
14 releasing certain aliens, and (2) to allow federal immigration officials access to their local
15 detention facilities to interview certain detainees. Although this Court and multiple other courts
16 have enjoined these conditions, DOJ now attempts to argue that an assortment of statutory
17 provisions require States and local governments to provide notice and access. The statutory
18 provisions that Defendants rely on are 8 U.S.C. § 1226(a), (c) and 8 U.S.C. § 1231(a). However,
19 Section 1226(a) and (c) discuss the authority of the Attorney General and provide that he may
20 issue warrants for, and take into custody, certain aliens. *See* 8 U.S.C. § 1226(a), (c). Section
21 1232(a) discusses the authority of the Attorney General to remove and detain certain aliens. None
22 of these statutory provisions are directed to States or local governments. Defendants cite to
23 additional statutory provisions in an attempt to bolster their position that they have been granted
24 authority by statute to impose these conditions, but this Court finds such attempts unavailing.
25 Neither the Byrne JAG nor any other statute grants the Attorney General "the authority to impose
26 conditions that require states or local governments to assist in immigration enforcement, nor to
27 deny funds to states or local governments for the failure to comply with those conditions." *City of*
28 *Chicago v. Sessions*, 888 F.3d 272, 284 (7th Cir. 2018). This Court agrees with the position of the

1 Seventh Circuit that “[t]he Attorney General in this case used the sword of federal funding to
2 conscript state and local authorities to aid in federal civil immigration enforcement. But the power
3 of the purse rests with Congress, which authorized the federal funds at issue and did not impose
4 any immigration enforcement conditions on the receipt of such funds.” *Id.* at 277.

5 The challenged Conditions upset the constitutional balance between state and federal
6 power by requiring state and local law enforcement to partner with federal authorities. These
7 conditions infringe upon the state police power. They also upset the constitutional balance by
8 requiring state and local participation in a historically federal function—immigration enforcement.
9 *See, e.g., Arizona v. United States*, 567 U.S. 387, 394 (2012) (“The Government of the United
10 States has broad, undoubted power over the subject of immigration and the status of aliens.”).
11 Thus, the dispositive question before this Court is whether Congress has “unmistakably”
12 authorized the Attorney General to impose the challenged Conditions.

13 Accordingly, Defendants’ imposition of the Notice and Access Condition is ultra vires as a
14 matter of law and a violation of separation of powers. As a result, Los Angeles’s Motion for
15 Summary Judgment is **GRANTED** on Count One as to the Notice and Access Conditions.

16 **The 1373 and 1644 Condition**

17 As provided by Section 1373(a), federal, state, and local governments and officials “may
18 not prohibit, or in any way restrict, any government entity or official from sending to, or receiving
19 from” federal immigration officials “information regarding the citizenship or immigration status,
20 lawful or unlawful, of any individual.” 8 U.S.C. § 1373(a). Section 1373(b) provides that “no
21 person or agency may prohibit, or in any way restrict,” a federal, state, or local government from
22 “[m]aintaining such information” or “[e]xchanging such information with any Federal, State, or
23 local government entity.” Section 1644 provides that “no State or local government entity may be
24 prohibited, or in any way restricted, from sending to or receiving from the Immigration and
25 Naturalization Service information regarding the immigration status, lawful or unlawful, of an
26 alien in the United States. 8 U.S.C. § 1644.

27 As Los Angeles argues and this Court agrees, Section 1373 and 1644 are not applicable
28 Federal laws within the meaning of Section 10153(a)(5)(D) such that certification of compliance

1 with them can be required by States and local governments as a condition for Byrne JAG funds.
 2 Neither statute concerns federal grants, and they are unconstitutional as applied to States and local
 3 governments under the Tenth Amendment's anti-commandeering principle. Moreover, this Court
 4 stands in agreement with three other courts that have already analyzed this issue.¹ *City of*
 5 *Philadelphia v. Sessions*, 309 F. Supp. 3d 289, 329 (E.D. Pa. 2018) (Section 1373 "regulate[s]
 6 state and local governmental entities and officials, which is fatal to [its] constitutionality under the
 7 Tenth Amendment."); *City & Cty. of San Francisco v. Sessions*, No. 3:17-cv-04642, Dkt. 145, 30
 8 (N.D. Cal. Oct. 5, 2018) (Section 1373 "require[s] local policymakers to stand aside and allow the
 9 federal government to conscript the time and cooperation of local employees.") (quoting *City of*
 10 *Chicago v. Sessions*, 2018 WL 3608564, *11 (N.D. Ill. Jul. 27, 2018).). These statutes violate the
 11 anticommandeering principle of the Tenth Amendment, and the fact that Section 1373 prohibits
 12 States and local governments from acting rather than requiring them to act does not change the
 13 constitutional analysis, because "[t]he basic principles—that Congress cannot issue direct orders
 14 to state legislatures—applies in either event." See *Murphy v. NCAA*, 138 S. Ct. 1461, 1478
 15 (2018).

16 Accordingly, Defendants' imposition of the 1373 and 1644 Condition is ultra vires as a
 17 matter of law and a violation of separation of powers. As a result, Los Angeles's Motion for
 18 Summary Judgment is **GRANTED** on Count One as to the 1373 and 1644 Condition.

19 The Harboring Condition

20 8 U.S.C. § 1324(a), referred to as the Harboring Condition, is what DOJ contends is an
 21 applicable Federal law under Section 10153(a)(5)(D) so that DOJ can, as a condition on receiving
 22 Byrne JAG grants, require that States and local governments not publicly disclose federal law
 23 enforcement information in an attempt to conceal, harbor, or shield certain individuals from
 24 detection, including in violation of 8 U.S.C. § 1324(a). However, Section 1324(a) is not applicable
 25 to federal grants. Further, the provisions in Section 1324(a) are not directed at States or local
 26 governments, but instead apply to any person which the Immigration and Nationality Act ("INA")
 27 defines as an "individual or an organization." 8 U.S.C. § 1101(b)(3). And an organization
 28

¹ The same analysis applies to Section 1644 because it also prohibits States and localities from enacting laws governing the duties of state and local law enforcement officers.

1 includes corporate entities, not States or local governments. *See id.* § 1101(a)(28). In addition,
 2 regarding the anticommandeering principle discussed above, an interpretation of Section 1324(a)
 3 that would apply to States and local governments and subject them to criminal punishment would
 4 be a violation of the Tenth Amendment. Section 10153(a)(5)(D) does not authorize DOJ to
 5 require State and local governments to certify that they will not publicly disclose “federal law
 6 enforcement information” in violation of Section 1324(a).

7 Accordingly, Defendants’ imposition of the Harboring Condition (8 U.S.C. § 1324(a)) is
 8 ultra vires as a matter of law and a violation of separation of powers. As a result, Los Angeles’s
 9 Motion for Summary Judgment is **GRANTED** on Count One as to the Harboring Condition.

10 **The Questionnaire and 1366 Conditions**

11 The Questionnaire Condition requires States and local governments to answer various
 12 questions about the entity’s communication policies with federal immigration authorities. The
 13 Condition requires jurisdictions to provide information about their laws, policies, or practices
 14 related to whether, when, or how employees may communicate with DHS or ICE and to explain
 15 how those laws, policies, and practices comply with Section 1373. However, Congress has
 16 limited the information that the Attorney General could require of States and local governments to
 17 programmatic and financial information as provided in Section 10153(a)(4). Further, DOJ
 18 requires States and local governments to certify that they will not impede the Attorney General’s
 19 authority under 8 U.S.C. § 1366(1) and (3). However, those provisions do not concern federal
 20 grants, and are not directed to States and local governments.

21 Accordingly, Defendants’ imposition of the Questionnaire and 1366 Conditions is ultra
 22 vires as a matter of law and a violation of separation of powers. As a result, Los Angeles’s
 23 Motion for Summary Judgment is **GRANTED** on Count One as to the Questionnaire and 1366
 24 Conditions.

25 Granting Los Angeles summary judgment on Count I affects the balance of Los Angeles’s
 26 claims. It renders the remaining counts—Counts II, III, and IV—moot.

27 **Injunctive Relief: Permanent Injunction**

28 Los Angeles seeks to prospectively enjoin Defendants from imposing the Conditions

1 discussed above. To obtain a permanent injunction, the moving party must show (1) irreparable
2 injury, (2) that monetary damages are inadequate, (3) that the balance of hardships weighs in its
3 favor, and (4) that an injunction serves the public. *Monsanto Co. v. Geertson Seed Farms*, 561
4 U.S. 139, 156-57 (2010).

5 First, Los Angeles's harm is irreparable and cannot be compensated by monetary damages.
6 Los Angeles will suffer irreparable harm because it will be barred from receiving a funding
7 opportunity which it has been, and otherwise would be, entitled to based on Congress' statutory
8 formula. Further, Los Angeles will suffer irreparable competitive harm if Defendants are not
9 enjoined from imposing the Conditions in future cycles. *Int'l Franchise Ass'n, Inc. v. City of*
10 *Seattle*, 803 F.3d 389, 411 (9th Cir. 2015) ("A rule putting plaintiffs at a competitive disadvantage
11 constitutes irreparable harm."). Second, monetary damages cannot ensure that Los Angeles will
12 compete on a level playing field in future grant cycles. Third, Los Angeles has a strong interest in
13 competing fairly for federal resources. Although Defendants have an interest in determining
14 allocation of federal funds, they have no legitimate interest in distributing these funds
15 unconstitutionally. Finally, it is "always in the public interest" to issue an injunction in order to
16 prevent the violation of constitutional rights. *Melendres v. Arpaio*, 695 F.3d 990, 1002 (9th Cir.
17 2012). Therefore, a permanent injunction is appropriate.

18 A district court may issue a nationwide injunction only where "necessary to provide
19 complete relief to the plaintiff[]." See *Califano v. Yamasaki*, 442 U.S. 682, 702 (1979); see also
20 *Easyriders Freedom F.I.G.H.T. v. Hannigan*, 92 F.3d 1486, 1501-02 (9th Cir. 1996) ("[A]n
21 injunction is not necessarily made overbroad by extending benefit or protection to persons other
22 than prevailing parties in the lawsuit—even if it is not a class action—if such breadth is necessary
23 to give prevailing parties the relief to which they are entitled."). This Court cannot reasonably
24 provide complete relief to Los Angeles without enjoining Defendants from imposing the
25 Conditions as to all competitors. An injunction that bars Defendants from applying the Conditions
26 only as to Los Angeles does little to ensure an even playing field. *Gregory v. Litton Sys., Inc.*, 472
27 F.2d 631, 633-34 (9th Cir. 1972) ("[I]njunctive relief [may] be necessary to give a plaintiff or a
28 group of plaintiffs the relief to which they are entitled. Such relief, of course, may incidentally

1 benefit many persons not before the court.”). Thus, this Court finds a program-wide permanent
2 injunction appropriate.


3 **IT IS HEREBY ORDERED** that Plaintiff’s Motion for Summary Judgment as to Count
4 One is GRANTED. (Dkt. 41).

5 **IT IS HEREBY FURTHER ORDERED** that the remaining claims are moot.

6 **IT IS HEREBY FURTHER ORDERED** that Defendants’ Motion for Partial Dismissal
7 or Partial Summary Judgment is DENIED. (Dkt. 49).

8 **IT IS HEREBY FURTHER ORDERED** that Defendants are permanently enjoined from
9 imposing the Conditions on FY 2018 Byrne JAG awards and Gang Suppression Grant Program.

10 Dated: February 15, 2019.

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15 MANUEL L. REAL
16 UNITED STATES DISTRICT JUDGE
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U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

PAGE 2 OF 22

PROJECT NUMBER 2018-DJ-BX-0296

AWARD DATE 11/13/2018

SPECIAL CONDITIONS

1. Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any certifications or assurances submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Failure to comply with any one or more of these award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or a certification or assurance related to conduct during the award period -- may result in the Office of Justice Programs ("OJP") taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. The Department of Justice ("DOJ"), including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

2. Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2018 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2018 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2018 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.333.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.



U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

PAGE 3 OF 22

PROJECT NUMBER 2018-DJ-BX-0296

AWARD DATE 11/13/2018

SPECIAL CONDITIONS

3. Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

4. Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

5. Required training for Point of Contact and all Financial Points of Contact

Both the Point of Contact (POC) and all Financial Points of Contact (FPOCs) for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2016, will satisfy this condition.

In the event that either the POC or an FPOC for this award changes during the period of performance, the new POC or FPOC must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after-- (1) the date of OJP's approval of the "Change Grantee Contact" GAN (in the case of a new POC), or (2) the date the POC enters information on the new FPOC in GMS (in the case of a new FPOC). Successful completion of such a training on or after January 1, 2016, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at <https://www.ojp.gov/training/fmts.htm>. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

6. Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

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U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

PAGE 4 OF 22

PROJECT NUMBER 2018-DJ-BX-0296

AWARD DATE 11/13/2018

SPECIAL CONDITIONS

7. Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.

8. Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

9. Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient)-- 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 CFR 200.79) within the scope of an OJP grant-funded program or activity, or 2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

10. All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

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U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET**
Grant

PAGE 5 OF 22

PROJECT NUMBER 2018-DJ-BX-0296

AWARD DATE 11/13/2018

SPECIAL CONDITIONS

11. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$150,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$150,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$150,000)), and are incorporated by reference here.

12. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

13. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

14. Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

15. OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm>.

JFS



U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

PAGE 6 OF 22

PROJECT NUMBER 2018-DJ-BX-0296

AWARD DATE 11/13/2018

SPECIAL CONDITIONS

16. Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

17. Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

18. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

19. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

20. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38, specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of the regulation, now entitled "Partnerships with Faith-Based and Other Neighborhood Organizations," is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

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U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

PAGE 7 OF 22

PROJECT NUMBER 2018-DJ-BX-0296

AWARD DATE 11/13/2018

SPECIAL CONDITIONS

21. Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

22. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2018)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2018, are set out at <https://ojp.gov/funding/Explore/FY18AppropriationsRestrictions.htm>, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

23. Reporting Potential Fraud, Waste, and Abuse, and Similar Misconduct

The recipient and any subrecipients ("subgrantees") must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award -- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by-- (1) mail directed to: Office of the Inspector General, U.S. Department of Justice, Investigations Division, 1425 New York Avenue, N.W. Suite 7100, Washington, DC 20530; and/or (2) the DOJ OIG hotline: (contact information in English and Spanish) at (800) 869-4499 (phone) or (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.

JFS



U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

PAGE 8 OF 22

PROJECT NUMBER 2018-DJ-BX-0296

AWARD DATE 11/13/2018

SPECIAL CONDITIONS

24. Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

(Signature)



U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

PAGE 9 OF 22

PROJECT NUMBER 2018-DJ-BX-0296

AWARD DATE 11/13/2018

SPECIAL CONDITIONS

25. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

26. Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

27. Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

28. Cooperating with OJP Monitoring

The recipient agrees to cooperate with OJP monitoring of this award pursuant to OJP's guidelines, protocols, and procedures, and to cooperate with OJP (including the grant manager for this award and the Office of Chief Financial Officer (OCFO)) requests related to such monitoring, including requests related to desk reviews and/or site visits. The recipient agrees to provide to OJP all documentation necessary for OJP to complete its monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by OJP for providing the requested documents. Failure to cooperate with OJP's monitoring activities may result in actions that affect the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to award funds; referral to the DOJ OIG for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

JO9



U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

PAGE 10 OF 22

PROJECT NUMBER 2018-DJ-BX-0296

AWARD DATE 11/13/2018

SPECIAL CONDITIONS

29. FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of \$25,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at <https://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than \$25,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

30. Required monitoring of subawards

The recipient must monitor subawards under this award in accordance with all applicable statutes, regulations, award conditions, and the DOJ Grants Financial Guide, and must include the applicable conditions of this award in any subaward. Among other things, the recipient is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of award funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.

31. Use of program income

Program income (as defined in the Part 200 Uniform Requirements) must be used in accordance with the provisions of the Part 200 Uniform Requirements. Program income earnings and expenditures both must be reported on the quarterly Federal Financial Report, SF 425.

32. Justice Information Sharing

Information sharing projects funded under this award must comply with DOJ's Global Justice Information Sharing Initiative (Global) guidelines. The recipient (and any subrecipient at any tier) must conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: https://it.ojp.gov/gsp_grantcondition. The recipient (and any subrecipient at any tier) must document planned approaches to information sharing and describe compliance with the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

33. Avoidance of duplication of networks

To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the recipient can demonstrate to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

34. Compliance with 28 C.F.R. Part 23

With respect to any information technology system funded or supported by funds under this award, the recipient (and any subrecipient at any tier) must comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 34 U.S.C. 10231(c)-(d). The recipient may not satisfy such a fine with federal funds.



U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

PAGE 11 OF 22

PROJECT NUMBER 2018-DJ-BX-0296

AWARD DATE 11/13/2018

SPECIAL CONDITIONS

35. Protection of human research subjects

The recipient (and any subrecipient at any tier) must comply with the requirements of 28 C.F.R. Part 46 and all OJP policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

36. Confidentiality of data

The recipient (and any subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23.

37. Verification and updating of recipient contact information

The recipient must verify its Point of Contact (POC), Financial Point of Contact (FPOC), and Authorized Representative contact information in GMS, including telephone number and e-mail address. If any information is incorrect or has changed, a Grant Adjustment Notice (GAN) must be submitted via the Grants Management System (GMS) to document changes.

38. Law enforcement task forces - required training

Within 120 days of award acceptance, each current member of a law enforcement task force funded with award funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, must complete required online (internet-based) task force training. Additionally, all future task force members must complete this training once during the period of performance for this award, or once every four years if multiple OJP awards include this requirement.

The required training is available free of charge online through the BJA-funded Center for Task Force Integrity and Leadership (www.ctfli.org). The training addresses task force effectiveness, as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. If award funds are used to support a task force, the recipient must compile and maintain a task force personnel roster, along with course completion certificates.

Additional information regarding the training is available through BJA's web site and the Center for Task Force Integrity and Leadership (www.ctfli.org).

39. Justification of consultant rate

Approval of this award does not indicate approval of any consultant rate in excess of \$650 per day. A detailed justification must be submitted to and approved by the OJP program office prior to obligation or expenditure of such funds.



U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

PAGE 12 OF 22

PROJECT NUMBER 2018-DJ-BX-0296

AWARD DATE 11/13/2018

SPECIAL CONDITIONS

40. Submission of eligible records relevant to the National Instant Background Check System

Consonant with federal statutes that pertain to firearms and background checks -- including 18 U.S.C. 922 and 34 U.S.C. ch. 409 -- if the recipient (or any subrecipient at any tier) uses this award to fund (in whole or in part) a specific project or program (such as a law enforcement, prosecution, or court program) that results in any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the National Instant Background Check System (NICS), or that has as one of its purposes the establishment or improvement of records systems that contain any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS, the recipient (or subrecipient, if applicable) must ensure that all such court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS are promptly made available to the NICS or to the "State" repository/database that is electronically available to (and accessed by) the NICS, and -- when appropriate -- promptly must update, correct, modify, or remove such NICS-relevant "eligible records".

In the event of minor and transitory non-compliance, the recipient may submit evidence to demonstrate diligent monitoring of compliance with this condition (including subrecipient compliance). DOJ will give great weight to any such evidence in any express written determination regarding this condition.

41. Certification of Compliance with 8 U.S.C. 1373 and 1644 (within the funded "program or activity") required for valid award acceptance by a local government

In order validly to accept this award, the applicant local government must submit the required "State or Local Government: FY 2018 Certification of Compliance with 8 U.S.C. 1373 and 1644" (executed by the chief legal officer of the local government). Unless that executed certification either-- (1) is submitted to OJP together with the fully-executed award document, or (2) is uploaded in OJP's GMS no later than the day the signed award document is submitted to OJP, any submission by a local government that purports to accept the award is invalid.

If an initial award-acceptance submission by the recipient is invalid, once the local government does submit the necessary certification regarding 8 U.S.C. 1373 and 1644, it may submit a fully-executed award document executed by the local government on or after the date of that certification.

For purposes of this condition, "local government" does not include any Indian tribe.

17



U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

PAGE 13 OF 22

PROJECT NUMBER 2018-DJ-BX-0296

AWARD DATE 11/13/2018

SPECIAL CONDITIONS

42. Noninterference (within the funded "program or activity") with federal law enforcement: 8 U.S.C. 1373 and 1644; ongoing compliance

1. With respect to the "program or activity" funded in whole or part under this award (including any such program or activity of any subrecipient at any tier), throughout the period of performance, no State or local government entity, - agency, or -official may prohibit or in any way restrict-- (1) any government entity or -official from sending or receiving information regarding citizenship or immigration status as described in 8 U.S.C. 1373(a); or (2) a government entity or -agency from sending, requesting or receiving, maintaining, or exchanging information regarding immigration status as described in either 8 U.S.C. 1373(b) or 1644. Any prohibition (or restriction) that violates this condition is an "information-communication restriction" under this award.

2. Certifications from subrecipients. The recipient may not make a subaward to a State, a local government, or a "public" institution of higher education, unless it first obtains a certification of compliance with 8 U.S.C. 1373 and 1644, properly executed by the chief legal officer of the government or educational institution that would receive the subaward, using the appropriate form available at <https://ojp.gov/funding/Explore/SampleCertifications-8USC1373.htm>. Also, the recipient must require that no subrecipient (at any tier) may make a further subaward to a State, a local government, or a public institution of higher education, unless it first obtains a certification of compliance with 8 U.S.C. 1373 and 1644, properly executed by the chief legal officer of the government or institution that would receive the further subaward, using the appropriate OJP form.

3. The recipient's monitoring responsibilities include monitoring of subrecipient compliance with the requirements of this condition.

4. Allowable costs. Compliance with these requirements is an authorized and priority purpose of this award. To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) that the recipient, or any subrecipient at any tier that is a State, a local government, or a public institution of higher education, incurs to implement this condition.

5. Rules of Construction

A. For purposes of this condition:

- (1) "State" and "local government" include any agency or other entity thereof, but not any institution of higher education or any Indian tribe.
- (2) A "public" institution of higher education is defined as one that is owned, controlled, or directly funded (in whole or in substantial part) by a State or local government. (Such a public institution is considered to be a "government entity," and its officials to be "government officials.")
- (3) "Program or activity" means what it means under title VI of the Civil Rights Act of 1964 (see 42 U.S.C. 2000d-4a).
- (4) "Immigration status" means what it means under 8 U.S.C. 1373 and 8 U.S.C. 1644; and terms that are defined in 8 U.S.C. 1101 mean what they mean under that section 1101, except that "State" also includes American Samoa.
- (5) Pursuant to the provisions set out at (or referenced in) 8 U.S.C. 1551 note ("Abolition ... and Transfer of Functions"), references to the "Immigration and Naturalization Service" in 8 U.S.C. 1373 and 1644 are to be read as references to particular components of the Department of Homeland Security (DHS).

B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, any State or local government, any public institution of higher education, or any other entity (or individual) to violate any federal law, including any applicable civil rights or nondiscrimination law.

IMPORTANT NOTE: Any questions about the meaning or scope of this condition should be directed to OJP, before



U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

AWARD CONTINUATION
SHEET
Grant

PAGE 14 OF 22

PROJECT NUMBER 2018-DJ-BX-0296

AWARD DATE 11/13/2018

SPECIAL CONDITIONS

award acceptance.

43. Authority to obligate award funds contingent on noninterference (within the funded "program or activity") with federal law enforcement (8 U.S.C. 1373 and 1644); unallowable costs; notification

1. If the recipient is a "State," a local government, or a "public" institution of higher education:

A. The recipient may not obligate award funds if, at the time of the obligation, the "program or activity" of the recipient (or of any subrecipient at any tier that is a State, a local government, or a public institution of higher education) that is funded in whole or in part with award funds is subject to any "information-communication restriction."

B. In addition, with respect to any project costs it incurs "at risk," the recipient may not obligate award funds to reimburse itself if -- at the time it incurs such costs -- the program or activity of the recipient (or of any subrecipient at any tier that is a State, a local government, or a public institution of higher education) that would be reimbursed in whole or in part with award funds was subject to any information-communication restriction.

C. Any drawdown of award funds by the recipient shall be considered, for all purposes, to be a material representation by the recipient to OJP that, as of the date the recipient requests the drawdown, the recipient and each subrecipient (regardless of tier) that is a State, local government, or public institution of higher education, is in compliance with the award condition entitled "Noninterference (within the funded 'program or activity') with federal law enforcement: 8 U.S.C. 1373 and 1644 and ongoing compliance."

D. The recipient must promptly notify OJP (in writing) if the recipient, from its requisite monitoring of compliance with award conditions or otherwise, has credible evidence that indicates that the funded program or activity of the recipient, or of any subrecipient at any tier that is either a State or a local government or a public institution of higher education, may be subject to any information-communication restriction. In addition, any subaward (at any tier) to a subrecipient that is a State, a local government, or a public institution of higher education must require prompt notification to the entity that made the subaward, should the subrecipient have such credible evidence regarding an information-communication restriction.

2. Any subaward (at any tier) to a subrecipient that is a State, a local government, or a public institution of higher education must provide that the subrecipient may not obligate award funds if, at the time of the obligation, the program or activity of the subrecipient (or of any further such subrecipient at any tier) that is funded in whole or in part with award funds is subject to any information-communication restriction.

3. Absent an express written determination by DOJ to the contrary, based upon a finding by DOJ of compelling circumstances (e.g., a small amount of award funds obligated by the recipient at the time of a subrecipient's minor and transitory non-compliance, which was unknown to the recipient despite diligent monitoring), any obligations of award funds that, under this condition, may not be made shall be unallowable costs for purposes of this award. In making any such determination, DOJ will give great weight to evidence submitted by the recipient that demonstrates diligent monitoring of subrecipient compliance with the requirements set out in the "Noninterference ... 8 U.S.C. 1373 and 1644 and ongoing compliance" award condition.

4. Rules of Construction

A. For purposes of this condition "information-communication restriction" has the meaning set out in the "Noninterference ... 8 U.S.C. 1373 and 1644 and ongoing compliance" condition.

B. Both the "Rules of Construction" and the "Important Note" set out in the "Noninterference ... 8 U.S.C. 1373 and 1644 and ongoing compliance" condition are incorporated by reference as though set forth here in full.

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U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

PAGE 15 OF 22

PROJECT NUMBER 2018-DJ-BX-0296

AWARD DATE 11/13/2018

SPECIAL CONDITIONS

44. Noninterference (within the funded "program or activity") with federal law enforcement: No public disclosure of certain law enforcement sensitive information

SCOPE. This condition applies with respect to the "program or activity" that is funded (in whole or in part) by the award, as of the date the recipient accepts this award, and throughout the remainder of the period of performance. Its provisions must be among those included in any subaward (at any tier).

1. Noninterference: No public disclosure of federal law enforcement information in order to conceal, harbor, or shield

Consistent with the purposes and objectives of federal law enforcement statutes and federal criminal law (including 8 U.S.C. 1324 and 18 U.S.C. chs. 1, 49, 227), no public disclosure may be made of any federal law enforcement information in a direct or indirect attempt to conceal, harbor, or shield from detection any fugitive from justice under 18 U.S.C. ch. 49, or any alien who has come to, entered, or remains in the United States in violation of 8 U.S.C. ch. 12 -- without regard to whether such disclosure would constitute (or could form a predicate for) a violation of 18 U.S.C. 1071 or 1072 or of 8 U.S.C. 1324(a).

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.

4. Rules of construction

A. For purposes of this condition--

(1) the term "alien" means what it means under section 101 of the Immigration and Nationality Act (see 8 U.S.C. 1101(a)(3));

(2) the term "federal law enforcement information" means law enforcement sensitive information communicated or made available, by the federal government, to a State or local government entity, -agency, or -official, through any means, including, without limitation-- (1) through any database, (2) in connection with any law enforcement partnership or -task-force, (3) in connection with any request for law enforcement assistance or -cooperation, or (4) through any deconfliction (or courtesy) notice of planned, imminent, commencing, continuing, or impending federal law enforcement activity;

(3) the term "law enforcement sensitive information" means records or information compiled for any law enforcement purpose; and

(4) the term "public disclosure" means any communication or release other than one-- (a) within the recipient, or (b) to any subrecipient (at any tier) that is a government entity.

B. Both the "Rules of Construction" and the "Important Note" set out in the "Noninterference (within the funded 'program or activity') with federal law enforcement: 8 U.S.C. 1373 and 1644 and ongoing compliance" award condition are incorporated by reference as though set forth here in full.



U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET**
Grant

PAGE 16 OF 22

PROJECT NUMBER 2018-DJ-BX-0296

AWARD DATE 11/13/2018

SPECIAL CONDITIONS

45. Noninterference (within the funded "program or activity") with federal law enforcement: Interrogation of certain aliens

SCOPE. This condition applies with respect to the "program or activity" that is funded (in whole or in part) by this award, as of the date the recipient accepts this award, and throughout the remainder of the period of performance for the award. Its provisions must be among those included in any subaward (at any tier).

1. Noninterference with statutory law enforcement access to correctional facilities

Consonant with federal law enforcement statutes and regulations -- including 8 U.S.C. 1357(a), under which certain federal officers and employees "have power without warrant ... to interrogate any alien or person believed to be an alien as to his right to be or to remain in the United States," and 8 C.F.R. 287.5(a), under which that power may be exercised "anywhere in or outside the United States" -- within the funded program or activity, no State or local government entity, -agency, or -official may interfere with the exercise of that power to interrogate "without warrant" (by agents of the United States acting under color of federal law) by impeding access to any State or local government (or government-contracted) correctional facility by such agents for the purpose "interrogat[ing] any alien or person believed to be an alien as to his [or her] right to be or to remain in the United States."

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.

4. Rules of construction

A. For purposes of this condition:

(1) The term "alien" means what it means under section 101 of the Immigration and Nationality Act (INA) (see 8 U.S.C. 1101(a)(3)).

(2) The term "correctional facility" means what it means under the title I of the Omnibus Crime Control and Safe Streets Act of 1968 (see 34 U.S.C. 10251(a)(7)).

(3) The term "impede" includes taking or continuing any action, or implementing or maintaining any law, policy, rule, or practice, that--

(a) is designed to prevent or to significantly delay or complicate, or

(b) has the effect of preventing or of significantly delaying or complicating.

B. Both the "Rules of Construction" and the "Important Note" set out in the "Noninterference (within the funded 'program or activity') with federal law enforcement: 8 U.S.C. 1373 and 1644 and ongoing compliance" award condition are incorporated by reference as though set forth here in full.



U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

PAGE 17 OF 22

PROJECT NUMBER 2018-DJ-BX-0296

AWARD DATE 11/13/2018

SPECIAL CONDITIONS

46. Noninterference (within the funded "program or activity") with federal law enforcement: Notice of scheduled release

SCOPE. This condition applies with respect to the "program or activity" that is funded (in whole or in part) by the award, as of the date the recipient accepts the award, and throughout the remainder of the period of performance. Its provisions must be among those included in any subaward at any tier.

1. Noninterference with "removal" process: Notice of scheduled release date and time

Consonant with federal law enforcement statutes -- including 8 U.S.C. 1231 (for an alien incarcerated by a State or local government, a 90-day "removal period" during which the federal government "shall" detain and then "shall" remove an alien from the U.S. "begins" no later than "the date the alien is released from ... confinement"; also, the federal government is expressly authorized to make payments to a "State or a political subdivision of the State ... with respect to the incarceration of [an] undocumented criminal alien"); 8 U.S.C. 1226 (the federal government "shall take into custody" certain criminal aliens "when the alien is released"); and 8 U.S.C. 1366 (requiring an annual DOJ report to Congress on "the number of illegal alien[felons] in Federal and State prisons" and programs underway "to ensure the prompt removal" from the U.S. of removable "criminal aliens") -- within the funded program or activity, no State or local government entity, -agency, or -official (including a government-contracted correctional facility) may interfere with the "removal" process by failing to provide -- as early as practicable (see para. 4.C. below) -- advance notice to DHS of the scheduled release date and time for a particular alien, if a State or local government (or government-contracted) correctional facility receives from DHS a formal written request pursuant to the INA that seeks such advance notice.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.

4. Rules of construction

A. For purposes of this condition:

(1) The term "alien" means what it means under section 101 of the INA (see 8 U.S.C. 1101(a)(3)).

(2) The term "correctional facility" means what it means under the title I of the Omnibus Crime Control and Safe Streets Act of 1968 (see 34 U.S.C. 10251(a)(7)).

B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, any State or local government, or any other entity or individual to maintain (or detain) any individual in custody beyond the date and time the individual otherwise would have been released.

C. Applicability

(1) Current DHS practice is ordinarily to request advance notice of scheduled release "as early as practicable (at least 48 hours, if possible)." (See DHS Form I-247A (3/17)). If (e.g., in light of the date DHS made such request) the scheduled release date and time for an alien are such as not to allow for the advance notice that DHS has requested, it shall NOT be a violation of this condition to provide only as much advance notice as practicable.

(2) Current DHS practice is to use the same form for a second, distinct purpose -- to request that an individual be

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U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

PAGE 18 OF 22

PROJECT NUMBER 2018-DJ-BX-0296

AWARD DATE 11/13/2018

SPECIAL CONDITIONS

detained for up to 48 hours AFTER the scheduled release. This condition does NOT encompass such DHS requests for detention.

D. Both the "Rules of Construction" and the "Important Note" set out in the "Noninterference (within the funded 'program or activity') with federal law enforcement: 8 U.S.C. 1373 and 1644 and ongoing compliance" award condition are incorporated by reference as though set forth here in full.

47. Requirement to collect certain information from subrecipients

The recipient may not make a subaward to a State, a local government, or a "public" institution of higher education, unless it first obtains from the proposed subrecipient responses to the questions identified in the program solicitation as "Information regarding Communication with the Department of Homeland Security (DHS) and/or Immigration and Customs Enforcement (ICE)." All subrecipient responses must be collected and maintained by the recipient, consistent with regular document retention requirements, and must be made available to DOJ upon request. Responses to these questions are not required from subrecipients that are either a tribal government/organization, a nonprofit organization, or a private institution of higher education.

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U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

PAGE 19 OF 22

PROJECT NUMBER 2018-DJ-BX-0296

AWARD DATE 11/13/2018

SPECIAL CONDITIONS

48. Compliance with National Environmental Policy Act and related statutes

Upon request, the recipient (and any subrecipient at any tier) must assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these award funds, either directly by the recipient or by a subrecipient. Accordingly, the recipient agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the award, the recipient agrees to contact BJA.

The recipient understands that this condition applies to new activities as set out below, whether or not they are being specifically funded with these award funds. That is, as long as the activity is being conducted by the recipient, a subrecipient, or any third party, and the activity needs to be undertaken in order to use these award funds, this condition must first be met. The activities covered by this condition are:

a. New construction;

b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;

c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;

d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and

e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The recipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The recipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at <https://bja.gov/Funding/nepa.html>, for programs relating to methamphetamine laboratory operations.

Application of This Condition to Recipient's Existing Programs or Activities: For any of the recipient's or its subrecipients' existing programs or activities that will be funded by these award funds, the recipient, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

49. Establishment of trust fund

If award funds are being drawn down in advance, the recipient (or a subrecipient, with respect to a subaward) is required to establish a trust fund account. Recipients (and subrecipients) must maintain advance payments of federal awards in interest-bearing accounts, unless regulatory exclusions apply (2 C.F.R. 200.305(b)(8)). The trust fund, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the Edward Byrne Memorial Justice Assistance Grant Program (JAG). The recipient also agrees to obligate the award funds in the trust fund (including any interest earned) during the period of performance for the award and expend within 90 days thereafter. Any unobligated or unexpended funds, including interest earned, must be returned to OJP at the time of closeout.

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U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

PAGE 20 OF 22

PROJECT NUMBER 2018-DJ-BX-0296

AWARD DATE 11/13/2018

SPECIAL CONDITIONS

50. Prohibition on use of award funds for match under BVP program

JAG funds may not be used as the 50% match for purposes of the DOJ Bulletproof Vest Partnership (BVP) program.

51. Certification of body armor "mandatory wear" policies

The recipient agrees to submit a signed certification that all law enforcement agencies receiving body armor purchased with funds from this award have a written "mandatory wear" policy in effect. The recipient must keep signed certifications on file for any subrecipients planning to utilize funds from this award for ballistic-resistant and stab-resistant body armor purchases. This policy must be in place for at least all uniformed officers before any funds from this award may be used by an agency for body armor. There are no requirements regarding the nature of the policy other than it be a mandatory wear policy for all uniformed officers while on duty.

52. Body armor - compliance with NIJ standards and other requirements

Ballistic-resistant and stab-resistant body armor purchased with JAG award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice ballistic or stab standards and is listed on the NIJ Compliant Body Armor Model List (<https://nij.gov/topics/technology/body-armor/Pages/compliant-ballistic-armor.aspx>). In addition, ballistic-resistant and stab-resistant body armor purchased must be made in the United States and must be uniquely fitted, as set forth in 34 U.S.C. 10202(c)(1)(A). The latest NIJ standard information can be found here: <https://nij.gov/topics/technology/body-armor/pages/safety-initiative.aspx>.

53. Body armor - impact on eligibility for other program funds

The recipient understands that the use of funds under this award for purchase of body armor may impact eligibility for funding under the Bulletproof Vest Partnership (BVP) program, a separate program operated by BJA, pursuant to the BVP statute at 34 USC 10531(c)(5).

54. Reporting requirements

The recipient must submit quarterly Federal Financial Reports (SF-425) and semi-annual performance reports through OJP's GMS (<https://grants.ojp.usdoj.gov>). Consistent with the Department's responsibilities under the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, the recipient must provide data that measure the results of its work. The recipient must submit quarterly performance metrics reports through BJA's Performance Measurement Tool (PMT) website (www.bjaperformancetools.org). For more detailed information on reporting and other JAG requirements, refer to the JAG reporting requirements webpage. Failure to submit required JAG reports by established deadlines may result in the freezing of grant funds and future High Risk designation.

55. Required data on law enforcement agency training

Any law enforcement agency receiving direct or sub-awarded funding from this JAG award must submit quarterly accountability metrics data related to training that officers have received on the use of force, racial and ethnic bias, de-escalation of conflict, and constructive engagement with the public.

56. Expenditures prohibited without waiver

No funds under this award may be expended on the purchase of items prohibited by the JAG program statute, unless, as set forth at 34 U.S.C. 10152, the BJA Director certifies that extraordinary and exigent circumstances exist, making such expenditures essential to the maintenance of public safety and good order.

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U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

PAGE 21 OF 22

PROJECT NUMBER 2018-DJ-BX-0296

AWARD DATE 11/13/2018

SPECIAL CONDITIONS

57. Authorization to obligate (federal) award funds to reimburse certain project costs incurred on or after October 1, 2017

The recipient may obligate (federal) award funds only after the recipient makes a valid acceptance of the award. As of the first day of the period of performance for the award (October 1, 2017), however, the recipient may choose to incur project costs using non-federal funds, but any such project costs are incurred at the recipient's risk until, at a minimum-- (1) the recipient makes a valid acceptance of the award, and (2) all applicable withholding conditions are removed by OJP (via a Grant Adjustment Notice). (A withholding condition is a condition in the award document that precludes the recipient from obligating, expending, or drawing down all or a portion of the award funds until the condition is removed.)

Except to the extent (if any) that an award condition expressly precludes reimbursement of project costs incurred "at-risk," if and when the recipient makes a valid acceptance of this award and OJP removes each applicable withholding condition through a Grant Adjustment Notice, the recipient is authorized to obligate (federal) award funds to reimburse itself for project costs incurred "at-risk" earlier during the period of performance (such as project costs incurred prior to award acceptance or prior to removal of an applicable withholding condition), provided that those project costs otherwise are allowable costs under the award.

Nothing in this condition shall be understood to authorize the recipient (or any subrecipient at any tier) to use award funds to "supplant" State or local funds in violation of the recipient's certification (executed by the chief executive of the State or local government) that federal funds will be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for law enforcement activities.

58. Use of funds for DNA testing; upload of DNA profiles

If award funds are used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System ("CODIS," the DNA database operated by the FBI) by a government DNA laboratory with access to CODIS.

No profiles generated under this award may be entered or uploaded into any non-governmental DNA database without prior express written approval from BJA.

Award funds may not be used for the purchase of DNA equipment and supplies unless the resulting DNA profiles may be accepted for entry into CODIS.

59. Three percent set-aside for NIBRS compliance

The recipient must ensure that at least 3 percent of the total amount of this award is dedicated to achieving full compliance with the FBI's National Incident-Based Reporting System (NIBRS), unless the FBI or appropriate State official has certified that the recipient locality is already NIBRS compliant, and evidence of this has been submitted to and approved by BJA. The recipient will be required by BJA to make revisions to budgets that do not clearly indicate what projects will be supported by this 3 percent set-aside, unless evidence of NIBRS compliance has been submitted to and approved by BJA. Recipients serving as fiscal agents for "disparate jurisdictions," (as defined at 34 USC 10156(d)(4)) have to pass this requirement through to in subawards to other localities in the disparate jurisdiction, so that each locality in a disparate jurisdiction group dedicates at least 3 percent of award funds to NIBRS compliance, unless, with respect to each locality in the disparate jurisdiction group, evidence of NIBRS compliance has been submitted to and approved by BJA.



U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

PAGE 22 OF 22

PROJECT NUMBER 2018-DJ-BX-0296

AWARD DATE 11/13/2018

SPECIAL CONDITIONS

60. Encouragement of submission of "success stories"

BJA strongly encourages the recipient to submit annual (or more frequent) JAG success stories. To submit a success story, sign in to a My BJA account at <https://www.bja.gov/Login.aspx> to access the Success Story Submission form. If the recipient does not yet have a My BJA account, please register at <https://www.bja.gov/profile.aspx>. Once registered, one of the available areas on the My BJA page will be "My Success Stories." Within this box, there is an option to add a Success Story. Once reviewed and approved by BJA, all success stories will appear on the BJA Success Story web page at <https://www.bja.gov/SuccessStoryList.aspx>.

61. Withholding of funds: Required certification from the chief executive of the applicant government

The recipient may not obligate, expend, or draw down any award funds until the recipient submits the required "Certifications and Assurances by the Chief Executive of the Applicant Government," properly-executed (as determined by OJP), and a Grant Adjustment Notice (GAN) has been issued to remove this condition.

62. Withholding of funds: Memorandum of Understanding

The recipient may not obligate, expend, or draw down any award funds until OJP has reviewed and approved the Memorandum of Understanding (MOU), and a Grant Adjustment Notice (GAN) has been issued to remove this condition.

63. Withholding of funds: DHS questions

The recipient may not obligate, expend or drawdown funds until the Office of Justice Programs has received and approved the required application attachment(s) described in the program solicitation as "Information regarding Communication with the Department of Homeland Security (DHS) and/or Immigration and Customs Enforcement (ICE)," and has issued a Grant Adjustment Notice (GAN) releasing this special condition.

64. Recipient integrity and performance matters: Requirement to report information on certain civil, criminal, and administrative proceedings to SAM and FAPIIS

The recipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this OJP award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, recipients of OJP awards are required to report information about such proceedings, through the federal System for Award Management (known as "SAM"), to the designated federal integrity and performance system (currently, "FAPIIS").

The details of recipient obligations regarding the required reporting (and updating) of information on certain civil, criminal, and administrative proceedings to the federal designated integrity and performance system (currently, "FAPIIS") within SAM are posted on the OJP web site at <https://ojp.gov/funding/FAPIIS.htm> (Award condition: Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIIS), and are incorporated by reference here.

65. Recipient may not obligate, expend or drawdown funds until the Bureau of Justice Assistance, Office of Justice Programs has received and approved the required application attachment(s) and has issued a Grant Adjustment Notice (GAN) releasing this special condition.



U.S. Department of Justice

Office of Justice Programs

Bureau of Justice Assistance

Washington, D.C. 20531

Memorandum To: Official Grant File

From: Orbin Terry, NEPA Coordinator

Subject: Incorporates NEPA Compliance in Further Developmental Stages for City of Los Angeles

The Edward Byrne Memorial Justice Assistance Grant Program (JAG) allows states and local governments to support a broad range of activities to prevent and control crime and to improve the criminal justice system, some of which could have environmental impacts. All recipients of JAG funding must assist BJA in complying with NEPA and other related federal environmental impact analyses requirements in the use of grant funds, whether the funds are used directly by the grantee or by a subgrantee or third party. Accordingly, prior to obligating funds for any of the specified activities, the grantee must first determine if any of the specified activities will be funded by the grant.

The specified activities requiring environmental analysis are:

- a. New construction;
- b. Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
- e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

Complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. Further, for programs relating to methamphetamine laboratory operations, the preparation of a detailed Mitigation Plan will be required. For more information about Mitigation Plan requirements, please see <https://www.bja.gov/Funding/nepa.html>.

Please be sure to carefully review the grant conditions on your award document, as it may contain more specific information about environmental compliance.



U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**GRANT MANAGER'S MEMORANDUM, PT. I:
PROJECT SUMMARY**

Grant

PROJECT NUMBER

2018-DJ-BX-0296

PAGE 1 OF 1

This project is supported under FY18(BJA - JAG State & JAG Local) Title I of Pub. L. No. 90-351 (generally codified at 34 U.S.C. 10101 - 10726), including subpart I of part E (codified at 34 U.S.C. 10151 - 10158); see also 28 U.S.C. 530C(a)

1. STAFF CONTACT (Name & telephone number)

Andera Hawkins
(202) 514-9408

2. PROJECT DIRECTOR (Name, address & telephone number)

Jeff Gorell
Deputy Mayor
City Hall, 200 North Spring Street, Room 303
Los Angeles, CA 90012-3239
(213) 978-0687

3a. TITLE OF THE PROGRAM

BJA FY 18 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation

**3b. POMS CODE (SEE INSTRUCTIONS
ON REVERSE)**

4. TITLE OF PROJECT

FY 18 Local JAG Program

5. NAME & ADDRESS OF GRANTEE

City of Los Angeles
200 North Spring Street SW Mezzanine, Rm. M175
Los Angeles, CA 90012-3239

6. NAME & ADDRESS OF SUBGRANTEE

7. PROGRAM PERIOD

FROM: 10/01/2017 TO: 09/30/2021

8. BUDGET PERIOD

FROM: 10/01/2017 TO: 09/30/2021

9. AMOUNT OF AWARD

\$ 2,231,202

10. DATE OF AWARD

11/13/2018

11. SECOND YEAR'S BUDGET

12. SECOND YEAR'S BUDGET AMOUNT

13. THIRD YEAR'S BUDGET PERIOD

14. THIRD YEAR'S BUDGET AMOUNT

15. SUMMARY DESCRIPTION OF PROJECT (See instruction on reverse)

The Edward Byrne Memorial Justice Assistance Grant Program (JAG) allows states and units of local government, including tribes, to support a broad range of criminal justice related activities based on their own state and local needs and conditions. Grant funds can be used for state and local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support, and information systems for criminal justice, including for any one or more of the following purpose areas: 1) law enforcement programs; 2) prosecution and court programs; 3) prevention and education programs; 4) corrections and community corrections programs; 5) drug treatment and enforcement programs; 6) planning, evaluation, and technology improvement programs; 7) crime victim and witness programs (other than compensation); and 8) mental health programs and related law enforcement and corrections programs, including behavioral programs and crisis intervention teams.

This Local JAG award will be shared by the County and one or more jurisdictions identified as disparate within the current Fiscal Year eligibility list (www.bja.gov/jag). JAG funding will be used to support criminal justice initiatives that fall under one or more of the allowable program areas above. Any

equipment purchases or funded initiatives such as overtime, task forces, drug programs, information sharing, etc. will be aimed at reducing crime and/or enhancing public/officer safety.

NCA/NCF

EXHIBIT B

EXHIBIT B
Services Plan

Services to be Provided by the County of Los Angeles

(Undefined terms in this Exhibit B shall have those meanings as set forth in the Agreement.)

General Description of CLEAR:

The primary purpose of the Los Angeles City/County Community Law Enforcement and Recovery (CLEAR) program is to facilitate the recovery of gang-infested communities by decreasing the criminal activity of targeted gangs in designated communities through an effective collaboration of City and County criminal justice agencies and partnerships. This partnership forms the CLEAR's core collaborative agencies.

CLEAR's core collaborative agencies are:

Los Angeles City Police Department (LAPD)

Los Angeles County Probation Department

Los Angeles City Attorney's Office (LACA)

Los Angeles County District Attorney's Office (LADA)

The key to CLEAR's success has been the immediate availability of police officers, deputy district attorneys, deputy city attorneys, probation officers and parole officers in the defined primary and secondary target areas. The role of each team member is outlined below:

The LAPD deploys officers who are specifically designated to respond to gang-related criminal activity within their respective jurisdictions in the CLEAR target area;

The California Department of Corrections provides intensive monitoring and closely supervises all parolees during their re-entry into society to avert them from engaging in criminal activity upon their release.

Los Angeles County Probation Department collaborates with the City Attorney to ensure that gang members receive appropriate conditions of probation that prohibit association with other gang members through curfews and restrictions on returning to designated areas.

The District Attorney's Office and City Attorney's Office engage in community-based and vertical prosecution to ensure effective prosecution of gang-related crimes;

The County shall provide the services set forth in this Exhibit B, which is attached hereto and made a part hereof. There are nine (9) CLEAR sites within the City of Los Angeles to be funded from the FY 2018 Edward Byrne Memorial Justice Assistance Grant.

The CLEAR sites are as follows:

- LAPD Foothill Area
- LAPD Newton Area
- LAPD Northeast Area
- LAPD Rampart Area
- LAPD Southeast Area
- LAPD Southwest Area (Baldwin Village)
- LAPD Hollenbeck/Boyle Heights
- LAPD Hollenbeck/Ramona Gardens
- LAPD 77th Area

Los Angeles District Attorney

Los Angeles District Attorney's Office (LADA) shall dedicate one (1) full-time employee ("FTE") Deputy District Attorney level III or higher per CLEAR site for a total of nine (9) (Foothill, Newton, Northeast, Rampart, Southeast, Southwest, Hollenbeck-Boyle Heights, Hollenbeck-Ramona Gardens and 77th). The CLEAR Deputy District Attorneys shall be from LADA's Hardcore Gang Division, each with a minimum of five years of experience as a Deputy District Attorney. The CLEAR Deputy District Attorneys shall review all felony arrests of adult gang members made by the CLEAR Team and file charges as LADA deems appropriate. The CLEAR Deputy District Attorneys shall vertically prosecute from the filing stage to sentencing, all violent gang-related felonies committed by the targeted gang or occurring in the targeted area. Additionally, each CLEAR Deputy District Attorney shall work with CLEAR investigators to ensure felony cases are fully prepared for trial. In cases where probation is granted, the CLEAR Deputy District Attorney shall advocate the imposition of gang terms and conditions such as prohibiting association with known gang members and possessing firearms or other deadly weapons. The CLEAR Deputy District Attorneys will vigorously litigate felony probation violations that are filed on the targeted gang members, and shall also provide ongoing advice to CLEAR officers and investigators on legal issues and case preparation.

Subject to the terms set forth in this Agreement, LADA shall have sole discretion in personnel matters including the selection, tenure, supervision, and transfer of the CLEAR Deputy District Attorneys assigned to the City, and sole and independent prosecutorial discretion to determine which matters should be filed as criminal cases and civil injunctions, and to give objective and impartial consideration to each individual case, including pleas and sentencing options.

Probation Department

The Probation Department will dedicate one (1) FTE Deputy Probation Officer level II or higher per CLEAR site for a total of nine (9) Deputy Probation Officers (Foothill, Newton, Northeast, Rampart, Southeast, Southwest, Hollenbeck/Boyle Heights, Hollenbeck/Ramona Gardens and 77th). The CLEAR Deputy Probation Officers shall

coordinate and conduct the following field-related activities: compliance sweeps, field visits, community-based organization contacts, search and seizures, warrant pickups; coordinate Community Impact Teams (CIT) and co-facilitate the monthly team meetings with law enforcement, community representatives, community-based agencies, and other city and county agencies for each target neighborhood; serve as a liaison between the Probation Department, Los Angeles Police Department, Los Angeles Sheriff Department, District Attorney and City Attorney; monitor and enforce the terms and conditions of probation on both assigned and non- assigned cases; effect timely detection and verification of violations; impose conditions of probation specifically related to gang behavior; ensure that probation violations will lead to timely sanctioning; maintain awareness of gang and criminal activity; maintain efforts to discourage gang group activity and minimize gang cohesiveness; and redirect individual gang members into non-gang activities, etc. Probation Officers will also arrest probationers in violation and initiate violation proceedings with the court. Coordination with the LAPD, LASD, the City Attorney and the District Attorney CLEAR personnel ensures that gang members being placed on probation receive appropriate gang conditions. In contrast to existing Probation Officers, Probation Officers dedicated to the CLEAR Program do not carry caseloads and are more available to be in the field, enhancing visibility as well as the opportunity to engage in special projects. CLEAR Probation representatives also serve as liaisons to the local schools and communities, and may chair the local CLEAR CIT.

The Probation Department reserves the right to deploy the Deputy Probation Officer II in a manner deemed appropriate to the Department but in accordance with the terms and provisions of this Agreement.

The Time Period for funding each Deputy District Attorney III and Deputy Probation Officer II is as follows:

CLEAR site	Position	Time Period for funding
Northeast	DA and Probation	7/1/2018-6/30/2019
Newton	DA and Probation	7/1/2018-6/30/2019
Rampart	DA and Probation	7/1/2018-6/30/2019

Southeast	DA and Probation	7/1/2018-6/30/2019
Southwest	DA and Probation	7/1/2018-6/30/2019
Hollenbeck/Ramona Gardens	DA and Probation	7/1/2018-6/30/2019
Hollenbeck/Boyle Heights	DA and Probation	7/1/2018-6/30/2019
Foothill	DA and Probation	7/1/2018-6/30/2019
77th	DA and Probation	7/1/2018-6/30/2019

Evaluation

The County shall ensure that it and its CLEAR assigned personnel comply in a timely manner with all requests from the City's grant manager to provide information and statistics related to this grant-funded CLEAR program for use by the CLEAR Executive Board and the City, and to provide monthly data to the City and DOJ as may be requested by City and/or DOJ. Such data shall be entered on the second Friday of the month into the CLEAR database or submitted to the City, as required by the City and/or DOJ.

Reports

The County shall ensure that the LADA and Probation Department submit a semi-annual progress report to the City, including results for the Federal performance indicators, in a format developed by the Bureau of Justice Assistance (BJA) that describes progress made with respect to the program objectives and activities. Such semi-annual progress reports shall be due on the third Friday of January and July throughout the Contract term. The County shall timely submit all other reports and data, including periodic progress reports as set forth in Exhibit D of the Agreement, as required by BJA and/or the City.

City hereby acknowledges that reports due under this Exhibit B of the Agreement for periods prior to the date of execution of the Agreement have been timely submitted to the City and DOJ, and that, as of the date of the execution of this Agreement, DOJ has not notified City of any deficiencies regarding such submitted reports.

Compensation/Reimbursement

The compensation paid to the County pursuant to the Agreement shall be used to fund salaries and partial benefits over a 12-month period (on a reimbursement basis) as follows:

CLEAR site	Amount for LADA	Amount for Probation Department		Site Total	Time Period for funding
Northeast	\$42,838.22	\$27,832.00	=	\$70,670.22	7/1/2018-6/30/2019
Newton	\$42,838.22	\$27,832.00	=	\$70,670.22	7/1/2018-6/30/2019
Rampart	\$42,838.22	\$27,832.00	=	\$70,670.22	7/1/2018-6/30/2019
Southeast	\$42,838.22	\$27,832.00	=	\$70,670.22	7/1/2018-6/30/2019
Southwest	\$42,838.22	\$27,832.00	=	\$70,670.22	7/1/2018-6/30/2019
Hollenbeck/Ramona Gardens	\$42,838.22	\$27,832.00	=	\$70,670.22	7/1/2018-6/30/2019
Hollenbeck/Boyle Heights	\$42,838.22	\$27,832.00	=	\$70,670.22	7/1/2018-6/30/2019
Foothill	\$42,838.22	\$27,832.00	=	\$70,670.22	7/1/2018-6/30/2019
77th	\$42,838.24	\$27,832.00	=	\$70,670.24	7/1/2018-6/30/2019
JAG 18 Totals:	\$385,544.00	\$250,488.00	=	636,032.00	

EXHIBIT C

CITY OF LOS ANGELES

MAYOR'S OFFICE OF PUBLIC SAFETY
Justice Assistance Grants
CLEAR Program Reimbursement Request Invoice Form

Remit Financial Back-Up Documentation to:

Mayra Alvarado
 Mayor's Office of Public Safety
 200 N. Spring St., Room 303
 Los Angeles, CA 90012
 Email: mayra.alvarado@lacity.org

Agency: County of Los Angeles

Department: _____
 Prepared By: _____
 Phone No.: _____
 Email: _____

JAG 18

Contract Number: _____

Program	Expenditure Period Being Claimed	Approved Budget	Current Expenditure	Previously Expended	Balance
		\$ -	\$ -	\$ -	\$ -
	Total	\$ -	\$ -	\$ -	\$ -

This financial back-up claim is in all respects true, correct, and all expenditures were made in accordance with applicable laws, rules, regulations, and grant conditions and assurances. All supporting documentation related to these expenditures has been retained and is herein submitted in accordance with grant guidelines along with this signed original invoice.

Authorized Department Approval:County of Los Angeles - District Attorney / Probation_____
Print Name_____
Title_____
Signature Date_____
E-Mail Phone**Remit Payment To:**

County of Los Angeles

Department: _____

Address _____

Special Instructions: _____

Please reference _____ on payment

Mayor's Office Use Only

Contract No: _____

Reviewed by: _____

FSR Quarter Reported: _____

Invoice Tracking No: _____

Cash Request No: _____

Invoice No: _____

Document ID No: _____

**REQUIRED SUPPORTING DOCUMENTS
FOR JAG EXPENDITURES**

Submit all claims and supporting documentation to:
Mayra Alvarado, Grant Specialist
Mayor's Office of Public Safety
200 N. Spring Street, Room 303, Los Angeles, CA 90012

****IMPORTANT**** Unless otherwise instructed, please use one invoice per program budget allocation. In order to process payment, **you must submit this checklist with the supporting documents for all expenditures you are claiming on the submitted invoice.** Request for reimbursements must be submitted every quarter. Failure to submit the required supporting documentation for your expenditures can result in disallowances, reporting discrepancies or delays in the payment process. Additional supporting documentation may be requested at any time..

PROCUREMENT

- ☐ **Competitive/Formal Procurement:** Submit copies of procurement documents, as applicable, including Council approval, RFP, bids or bid recap/summary, and contract.
- ☐ **Informal Procurement:** Provide copies of informal procurement documents, as applicable. Informal procurements must comply with your Jurisdiction's policies.
- ☐ **Sole Source Purchase:**
 - ☐ **State Sole Source (over \$150,000):** Provide a copy of the State approval. There are **NO** retroactive approvals.
 - ☐ **Jurisdiction Sole Source (under \$150,000):** Provide a copy of your Jurisdiction's Sole Source documentation and approval.
- ☐ **Print Screen of Federal Debarment Listing:** Review the Federal Debarment Listing and provide a screen shot showing that the listing was queried **PRIOR** to purchase. Federal Debarment Listings can be found at <https://www.sam.gov/portal/public/SAM/>

EQUIPMENT CLAIMS MUST INCLUDE THE FOLLOWING:

- ☐ **Purchase Order**
- ☐ **Invoice:** Must be stamped "PAID," signed with authorized signature for payment, and dated.
- ☐ **Proof of Delivery:** Packing slips should be included. If packing slips were not part of the equipment delivery (e.g. licenses), the P.O. needs to be stamped "RECEIVED" with the date received, and signature.
- ☐ **Proof of Payment:** Include proof of payment and proof the payment has **CLEARED**. Proof of payment must have reference to the invoice, and amount paid must match the invoice amount. If multiple invoices are being paid with one check, the invoices must be listed with corresponding amounts. Price quotes **will not be accepted** as proof of purchase for reimbursement
- ☐ **Print Screen of Federal Debarment Listing:** Review the Federal Debarment Listing and provide a screen shot showing that the listing was queried **PRIOR** to purchase. Federal Debarment Listings can be found at <https://www.sam.gov/portal/public/SAM/>
- ☐ **Equipment Roster:** Complete the attached 'Equipment Roster and submit with invoice.

FOR CONTRACTS

- ☐ **County Sub-Recipients:**
 - Copy of Contract/Agreement
 - Scope of Work
 - Staff Name/Title List
 - Functional Timesheets (as detailed under Personnel)
 - Mileage Log (if claiming mileage)
 - Payroll Registers (as detailed under Personnel)
 - All invoice and backup related to claimed expenditures claimed/expended as indicated in previously approved budget
 - Copy of Sub-Recipient's invoice to County (signed and on agency letterhead)
 - Proof of payment(s) to County's Sub-Recipient: copy of canceled check and/or internal accounts payable record (final GAX)
 - Print Screen of Federal Debarment Listing: Review the Federal Debarment Listing and provide a screen shot showing that the Sub-Recipient was queried **PRIOR** to contracting. Federal Debarment Listings can be found at <https://www.sam.gov/portal/public/SAM/>

FOR PERSONNEL

- ☐ **Functional Timesheets:** indicating the **# of hours** charged to grant and non-grant related activity per day, **signed by employee and supervisor** (must match payroll register)
- ☐ **Payroll register** indicating the salary, hourly rate, employee benefits, overtime rate. Include backfill for name of employee attending training/exercise, break-down of pay rate and benefits rate (official payroll register and not an excel document).
- ☐ **Copy of applicable Pre-Approved Employee Benefit Rate**
- ☐ **Ledger detailing salaries and expenditure period, including breakdown of Fringe Benefits (i.e. Fringe Benefit Allocation Worksheet)**

Completed By: _____

Signature: _____

Date: _____

EXHIBIT D

EXHIBIT D

PERFORMANCE METRIC REPORT TEMPLATE

EDWARD BYRNE JUSTICE ASSISTANCE GRANT AWARD

City of Los Angeles

Award # 2018-DJ-BX-0296

Progress Report

<p>What were your accomplishments within this reporting period?</p>
--

<p>(Include quantitative data, including number of clients served; detail of program activities; describe any new programs or components of programs developed; partnerships/collaborations; etc.)</p>
--

<p>What goals were accomplished, as they relate to your grant application?</p>

<p>(List programmatic and fiscal goals)</p>

<p>What problems/barriers did you encounter, if any, within the reporting period that prevented you from reaching your goals or milestones?</p>
--

<p>(Examples include delays getting programs running, staffing issues, cessation of any related programs, etc.)</p>

<p>Is there any assistance that BJA can provide to address any problems/barriers identified in question #3 above? (Please answer YES or NO only.)</p>
--

<p>Are you on track to fiscally and programmatically complete your program as outlined in your grant application? (Please answer YES or NO. If no, please explain.)</p>
--

<p>What major activities are planned for the next 6 months?</p>
--

<p>(Outline specific goals, programs, sites, reaching a certain # of clients, etc.)</p>

<p>Based on your knowledge of the criminal justice field, are there any innovative programs/accomplishments that you would like to share with BJA?</p>



COUNTY OF LOS ANGELES PROBATION DEPARTMENT

9150 EAST IMPERIAL HIGHWAY – DOWNEY, CALIFORNIA 90242
(562) 940-2501



RAY LEYVA

Interim Chief Probation Officer

August 4, 2020

The Honorable Board of Supervisors
County of Los Angeles
Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**REQUEST APPROVAL OF INCIDENTAL EXPENSES FOR
OFFICIAL FISCAL YEAR 2020-21 FUNCTIONS, MEETINGS, AND CONFERENCES
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)**

SUBJECT

The Probation Department (Department) is requesting renewed approval to expend up to \$274,980 in Department funding for incidental expenses to provide for adequate food and beverages and related sundry items for official functions and meetings, including a conference associated with County business aimed to improve the quality of public service, engage community-based organizations, and support the Department's mission.

IT IS RECOMMENDED THAT THE BOARD:

1. Authorize the Interim Chief Probation Officer, or his designee, to expend up to \$164,980 from the Department's Fiscal Year (FY) 2020-21 appropriation to provide food and beverages at various official functions and meetings, and sundry expenses incidental to these events.
2. Authorize the Interim Chief Probation Officer, or his designee, to increase the food and beverage amount up to three percent, contingent on available funds, to provide for food and beverages for unforeseen official functions and meetings.
3. Delegate authority to the Interim Chief Probation Officer, or his designee, to expend an additional amount not to exceed \$110,000 in incidental expenses from the Department's FY 2020-21 appropriation to host the Second Countywide Reentry Conference for adults

Rebuild Lives and Provide for Healthier and Safer Communities

reentering the community, with a 10% contingency for unforeseen expenses, or extend this authority to FY 2021-22, contingent on the status of the COVID-19 pandemic.

4. Instruct the Director of Internal Services to work with the Interim Chief Probation Officer to procure a venue, food, beverages and any other services incidental to Probation hosting the Second Countywide Reentry Conference for adults, either in FY 2020-21 or FY 2021-22, contingent on the status of the COVID-19 pandemic.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

In June 2019, your Board approved a similar request to expend up to \$281,280 in Department appropriation for official meetings and functions in FY 2019-20 to provide for food and beverages at official functions and meetings, including the Second Annual Reentry Conference. As noted above, these expenditures are associated with County business aimed to improve the quality of public service, outreach to community-based organizations, and support the Department's mission. Due to COVID-19, the conference was not held. The Second Annual Reentry Conference is intended for FY 2020-21 or FY 2021-22 contingent on the status of the COVID-19 pandemic and the availability of funds.

The purpose of the recommended actions is to provide sufficient authorization to the Interim Chief Probation Officer to expend up to \$274,980 in FY 2020-21, of which \$164,980 is to provide food and beverages at official functions and meetings, and \$110,000 is to host the Second Countywide Reentry Conference for adults reentering the community, contingent on the status of the COVID-19 pandemic. Examples of events include those that celebrate youth probationers and their family accomplishments, youth recognition and family engagement activities, community resource and job fairs, employee recognition events and other occurrences/events supporting the Department's mission.

The funds for food and beverages and sundry expenses incidental to the events are estimated to be spent as follows:

- Second Annual Reentry Conference for Adults (\$110,000) *
- Celebration of youth and family accomplishments through academic and sports banquets at camps (\$2,400)
- Family engagement activities and youth recognition at halls and camps (\$49,440)
- Community engagement and youth recognition at halls and camps by encouraging youth as they engage in activities that promote positive self-image (\$32,000)
- Youth cultural & educational excursions (\$7,000)
- Freedom School Week to promote cultural diversity (\$2,900)

- Education Coordinating Council (\$645)
- Youth graduation celebrations at camps and halls (\$10,000)
- Take Our Daughters and Sons to Work Day (\$375)
- Cesar Chavez Week (\$500)
- Veterans Day recognition (\$1,500)
- Probation Services Appreciation Week \$23,000
- Departmentwide annual awards ceremony (medals of valor/merit) \$7,000
- Juvenile Corrections Officer Core, Field Probation Officer Core, Supervisor Core, Armed Staff, DPO I (RT) and DPO Reserve Academy Staff Graduations (\$10,050)
- College graduations for interns/service-learning program (\$2,400)
- Department strategic planning meetings (\$5,870)
- Employee-of-the-Month recognition (\$1,200)
- Community Resource and Job Fairs for adult probationers, community-based organizations, Parents, legal guardians of youth probationers (\$6,900)
- Employee Professional Development Academy (\$1,800)

** Second Annual Reentry Conference to be held in FY 2020-21 or FY 2021-22, contingent on the status of the COVID-19 pandemic.*

Consequently, the Board's authorization is requested to incur food, refreshments and other expenses incidental to the above meetings, functions and conference, that align with and support key departmental initiatives. The Department will work with the Internal Services Department to process requisitions in accordance with the County's purchasing policies and procedures.

Implementation of Strategic Plan Goals

The recommended actions support the County of Los Angeles Strategic Plan Goal I: Make Investments That Transform Lives; and Goal III: Realize Tomorrow's Government Today.

FISCAL IMPACT/FINANCING

The estimated food and beverage gross cost of approximately \$165,000 for the various official functions and meetings will be funded by \$91,000 (55%) in net County cost (NCC), and \$74,000 (45%) in revenue, consisting of \$49,000 in State Juvenile Probation and State Juvenile Probation Camp funding, and \$25,000 in Volunteers in Service to Others (VISTO) funds.

The estimated cost for the Second Annual Reentry Conference for Adults of \$110,000 will be fully revenue-offset by AB 109 funds and other resources that may include conference registration fees, with any underutilized AB 109 funds returned to its account of origin. No additional Net County Cost is required as sufficient funding is available in the Department's FY 2020-21 Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Board approved the Department's similar requests in September 2015, June 2017, June 2018, and June 2019. part of the Probation Department's commitment to attract, develop, and maintain an exemplary and motivated workforce and enhance the culture of the Department, there is a continued need to provide food and beverages at official functions and meetings associated with County business that improve the quality of public service and support the Department's mission. This request has been reviewed by the Chief Executive Office and County Counsel.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

In general, providing food and beverages at events or meetings is essential to helping youth, their families and other participants, new or newly promoted staff and their families, and others feel welcomed, and appreciated. Such appreciation increases camaraderie, level of engagement, morale, and teamwork. Approval of the recommended actions will improve the planning for events and streamlining the process related to incurring incidental expenses by minimizing the need to address these types of requests individually.

Respectfully submitted,

RAY LEYVA
Interim Chief Probation Officer

RL:AL

c: Executive Office
Chief Executive Office
County Counsel
Auditor-Controller
Internal Services Department

**Probation Oversight Commission
Membership – Ordinance 3.80.080**

Membership 3.80.080

The Commission shall consist of **nine members**:

1. One nominated by each Supervisorial District
2. Four “At Large” Members

The five Supervisorial-Appointee members shall recommend six candidates to the BOS, who will appoint the four at-large members from among these candidates.

Demographic Requirements:

1. At least one member must be **formerly justice-system involved**
2. At least one member must be a **family member of someone who is currently or formerly justice-involved**
3. At least one member must be a **member of the State Bar of California with juvenile or criminal justice expertise**

Disqualifying Factors:

The following individuals cannot serve as members of the Commission:

1. Non-residents of the County of Los Angeles;
2. Current employees of the County of Los Angeles;
3. Current employees of any law enforcement agency, including a police or prosecutorial agency for a government entity, or any individual who has been an employee of such an agency within the previous year;
4. Current employees of contractors of the County of Los Angeles who are involved in the creation of contracts for, or the delivery of, contracted goods or services for the Probation Department.

Factors to Consider in Selecting Members:

1. Community involvement, including active participation in a community organization working on adult or juvenile justice issues;
2. Background as a mental health professional, youth development expert, or experienced re-entry practitioner;
3. The diversity of the Commission: including its racial, ethnic, age, geographic, gender, gender identity, religious, sexual orientation, occupational, immigration status, disability, and national origin composition.

**Probation Oversight Commission
Membership – Ordinance 3.80.080**

Term Limits:

Subject to staggered terms when the Commission is launched, each member will serve a four-year term, with a maximum of two full consecutive terms, unless such limitation is waived by the Board.

Commission members serve at the pleasure of the Board of Supervisors and may be removed, by majority vote of the Board, with or without cause. The application and selection process can be changed at any time by the Board of Supervisors.

Meetings (Time Commitment):

The Commission shall meet once a month, or as needed, the time and location to be established by the Commission. Additional time commitments may be required for town-hall meetings, subcommittee workgroups, and/or gathering information as a part of members' Commission work.

Transition from the Probation Commission to the Probation Oversight Commission:

The new ordinance provides that "the Los Angeles County Probation Commission shall be reconstituted and renamed the Los Angeles Probation Oversight Commission" (POC). The currently constituted Probation Commission will continue to meet and function consistent with its governing rules until the Board appoints the new POC members and the POC is fully operational.

YOUTH JUSTICE WORK GROUP PRESENTATION:
UPDATES ON GENERAL PROGRESS AND DJJ PLANNING

JULY 22, 2020

AGENDA

1. Welcome and Introductions
2. Overview of Youth Justice Workgroup
3. Overview of DJJ Closure Proposal and BOS Motion
4. Discussion
5. Closing

RESTRUCTURING THE JUVENILE JUSTICE SYSTEM: BUILDING A HEALTH-FOCUSED MODEL

August 2019 motion tasked the Division of Youth Diversion and Development and Chief Executive Office to bring together a Consultant Team and create the Youth Justice Work Group to explore the transitioning of the Los Angeles County's juvenile justice system out of the Probation Department into another agency, with the goal of creating a rehabilitative, health-focused, and care-first system.

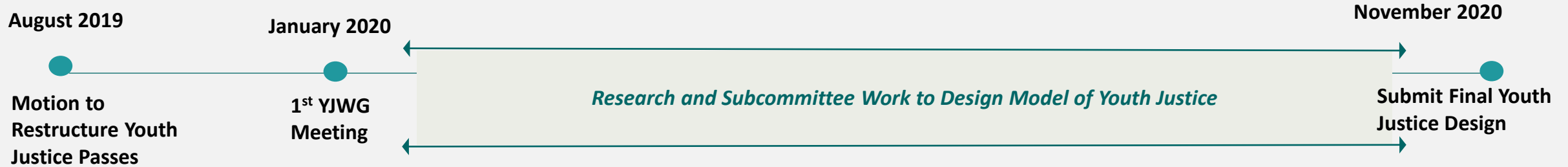
1. Assess the relevant legal, budgetary, staffing, oversight, and/or legislative and policy issues that need to be resolved in order to move the juvenile side of the Probation Department into another department or agency;
2. Recommend the best place in the County (existing or newly created) for responsibility of youth probationers, including consideration of health-related department or youth-serving department;
3. Develop a plan for ensuring this new system is meaningfully different in operations and outcomes from the current system including: staffing and training considerations; operations; and strategies to reduce incarceration and increase diversion and alternatives to detention programs.

SUMMARY OF OUR WORK SO FAR

- By December 2019, brought on the W. Haywood Burns Institute as the lead consultants for a consultant team along with local experts.
- In January 2020, the consultant team synthesized available data and existing research and reports; the Youth Justice Work Group held its first monthly meeting.
- In March, shifted our third work group meeting and first round of subcommittee meetings to virtual meetings in response to COVID-19 and provided laptops and Wi-Fi hotspots to participating youth leaders to ensure equitable access to our work moving forward.
- In May, began holding learning exchanges with experts in other jurisdictions, including San Francisco, Ramsey County, D.C., and Pennsylvania
- In June, held a series of listening sessions with system-involved young people, community-based providers, and probation staff.
- In July, beginning to synthesize the work of the subcommittees to develop an initial draft of design components and recommendations.

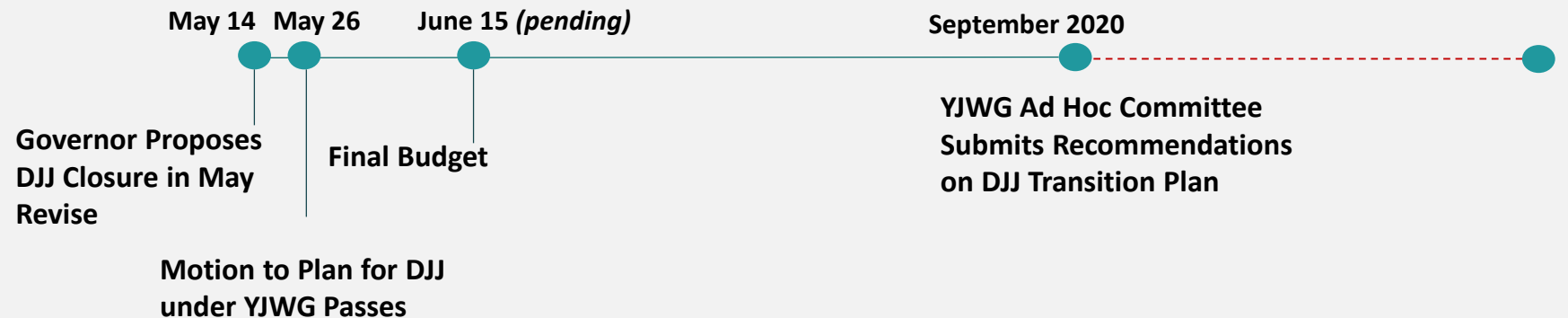
Timeline Challenge

BOS Motion on Restructuring Youth Justice in Los Angeles



**Recommendations for DJJ
Alternatives will come as the
design for a reimagined
justice system is in process.**

BOS Motion on DJJ Closure



LEARNING EXCHANGES

1. John Choi, Ramsey County Attorney on multi-disciplinary decision-making and community-building work championed by the county prosecutor.
2. Roger Chan, San Francisco Juvenile Court on the model by which community-based organizations can submit plans to the court as an alternative to probation supervision or incarceration.
3. Clinton Lacey, D.C.'s Department of Youth Rehabilitative Services on large-scale investments in credible messengers and shifting the culture of responding to youth crime.
4. Ramsey County Manager's Office on collaborative budgeting priorities.
5. Impact Justice's Restorative Justice Project on opportunities and impact of integrating restorative and transformative justice in youth diversion at various stages.
6. Dan Elby, Pennsylvania's Alternative Rehabilitation Communities on a model for housing young people charged with serious crimes.

LISTENING SESSIONS

1. System-involved youth and recently incarcerated youth
 - *Thinking about what brought you into the justice system, what else would you have needed to be supported and heal?*
 - *What helps you grow?*
 - *What keeps you safe?*
2. Probation field staff and staff in halls and camps
 - *What would you do to improve outcomes without any limitations and unlimited resources?*
 - *What has contributed to your best successes? What have been your biggest barriers?*
 - *What are your biggest hopes for this youth justice restructuring project? What are your anxieties?*
3. Community service providers in the YDD network, Ready to Rise network, and LA Youth Uprising Coalition
 - *What would you want to see in a reimagined model for youth justice if you had unlimited resources?*
 - *What does public safety mean to you and how do you see your organization's role in public safety? What would need to happen for community service providers to take on additional responsibilities in preventing or responding to conflict?*
 - *What are the most effective characteristics and strategies of an ideal funder or partner?*

“I need[ed] people in my community who understood where I was coming from. Youth centers and places where there was resources to help me cope with the things going on at home and in my neighborhood. I would like to see kids with the same offense as me be treated with grace and compassion and given the meaningful tools they need to rehabilitate. Education, therapy, and a support system both inside and out. Continuity of care is key for kids who commit violent crimes.”
– **Participant in Youth Listening Session**

“My biggest anxiety is the loss of accountability. If we don’t do this carefully, our youth will continue to lose accountability for their actions. For a lot of youth, we really are the safe haven.” – **Participant in Probation Hall / Camp Listening Session**

“Probation Officers often have to act as entrepreneurs and create our own resources.” – **Participant in Probation Field Staff Listening Session**

“Probably 10 years ago in my career, I thought reform was possible but I don’t believe it at all any more. I do not believe that it’s possible to create a Probation Department that does not have a problematic power dynamic in the community. And I don’t think it should be replaced with youth programs that are full of social workers either. We can’t over-professionalize youth support and we can’t over-pathologize our youth either. So it’s more about creating a front-end investment and ensure the proper opportunities and supports for youth and families.”

– **Participant in Community Service Provider Listening Session**

Dedication



The Youth Justice Work Group of Los Angeles County adopts this artwork as its logo in memory and appreciation of Redin Cubas, whom we lost in October 2019. Redin was part of the Advocacy and Policy Fellowship with the Arts for Incarcerated Youth Network (AIYN) after participating in Street Poets Inc. programming at the Dorothy Kirby Center, a juvenile probation facility. As an AIYN Fellow, Redin began attending meetings of the Los Angeles Youth Uprising Coalition (LAYUP) to transform juvenile systems. Redin was also part of a group of youth leaders who worked with the office of Youth Diversion and Development to plan the 2019 Los Angeles County Youth Development Summit and develop [this video](#).

In July 2019, Redin and several other youth organizers joined AIYN, the Youth Justice Coalition, Youth Passageways and LAYUP on a road trip to learn and work alongside Northern Cheyenne Native community in Lama Deer, Montana. It was there that he was inspired to paint this piece.

“This trip was to make sure all young people knew they were not alone, that their roots were strong and deep and their connections were powerful and wide.” – Kruti Parekh, Los Angeles Youth Uprising Coalition Coordinator

Long-Term Vision

By 2030, we envision all young people in Los Angeles County being surrounded by holistic youth development resources and opportunities that keep them and their families safe and help them thrive in their schools, local parks, neighborhood youth centers, and all interactions with county systems.

In every community, community-based responses to conflict address the root causes of that conflict and empower young people and systems to build accountability and responsibility to repair harm without tools of punishment or isolation.

Core Values

- Informed by evidence of effective strategies for improving youth and community wellbeing, adopt a holistic approach to youth development as the foundation for a reimagined model of youth justice.
- Center racial equity by using quantitative and qualitative data to address the root causes of system involvement and address the impact of structural racism on the lives of young people and families.
- Move Los Angeles County's response to youth crime from a suppression model to a strengths-based, social-ecological model that focuses on repairing harm and building accountability through support and connection rather than punishment and isolation. This includes reducing the size and scope of the youth justice system by equitably diverting as many young people as possible away from formal justice system involvement and into community-based youth development and restorative and transformative justice programs and avoiding removing young people from their homes whenever possible.
- Support and grow a network of community-based youth services providers countywide through learning collaboratives and capacity-building, with a focus on areas of the county that most need resources / support.
- Improve coordination and collaboration across systems and between systems, youth, and community.
- Prioritize transparency, trustworthiness, and the accountability through true involvement of youth and community in program, policy, and budgetary decision-making with a focus on meaningful data and research infrastructure with support for participatory evaluation.

SUBCOMMITTEE #1:
YOUTH DEVELOPMENT AND DIVERSION

Subcommittee #1: Initial Design Concepts

1. Establish county infrastructure that is capable of effectively coordinating, funding, evaluating, and supporting the range of youth services needed to equitably shrink the size and scope of the youth justice system.
2. Increase investments in a community-based continuum of care for youth development, diversion, and reentry, with a focus on improved capacity-building for providers in geographic and service areas that need additional investment and expansion.
3. Support an initial cohort of 24-hour crisis response connected to youth centers across the county that provide resources and supports to youth in their communities and operate as spaces of connection and coordination for other youth-serving systems.
4. Launch a youth development learning collaborative that can advance a shared set of standards for youth services, provide educational resources and curricula, trainings, and coaching for existing youth-serving departments and programs, and create a pipeline for new jobs.
5. Build on the YDD infrastructure to have staff receive and assess referrals for young people in lieu of suspension, expulsion, citation, and arrest.
6. Develop a framework for ensuring accountability to youth, families, and communities.

SUBCOMMITTEE #2: SUPPORTING YOUTH
FORMALLY PROCESSED IN THE LEGAL SYSTEM

Subcommittee #2 Initial Design Concepts

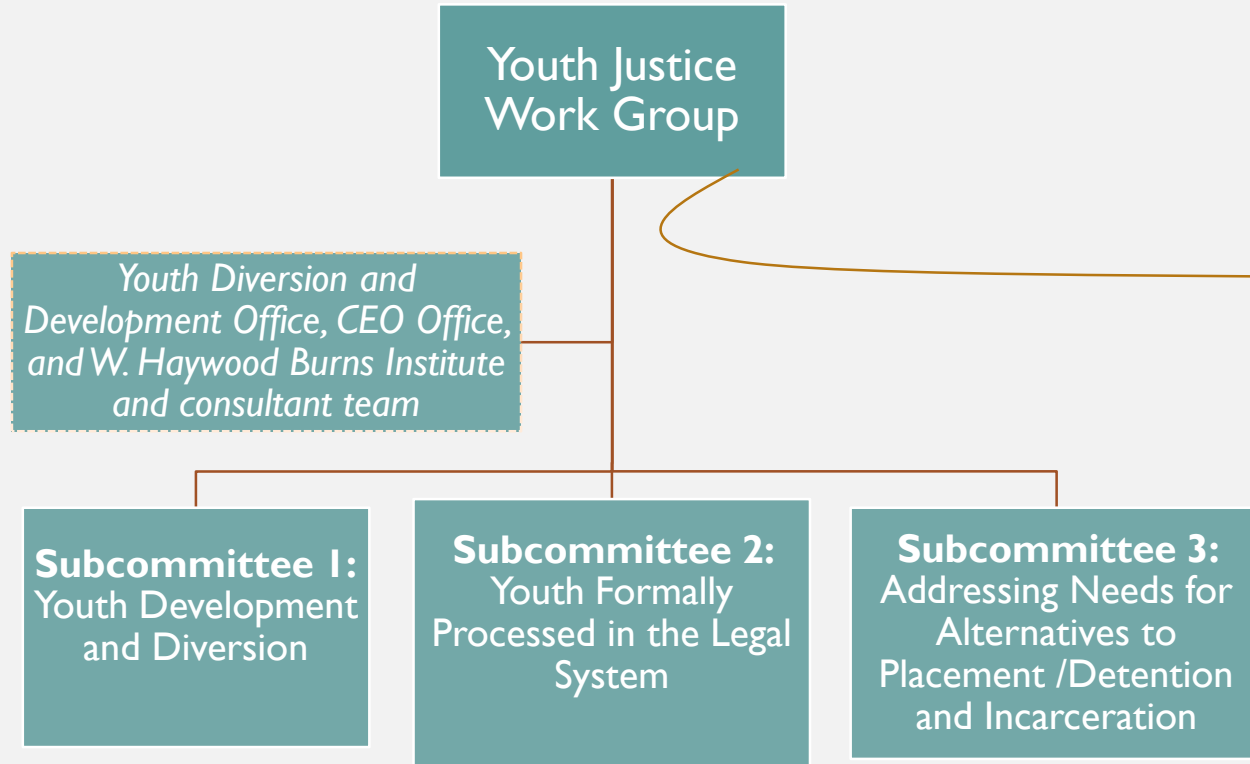
1. Support a new collaborative team model (to be renamed) that would be coordinated by the county, located at community hubs / youth centers, and help facilitate collaborative decisions at various points of contact along the youth justice continuum.
 - i. At initial contact in lieu of law enforcement for crisis response that does not require police response.
 - ii. At initial contact along with law enforcement to support pre-arrest referrals to diversion as needed.
 - iii. Referral from law enforcement into legal system and to prosecution.
 - iv. Detention decisions.
 - v. Disposition planning.
2. Explore opportunities to eliminate mandatory filing for WIC 707(b) charges, including statutory changes.
3. Conduct case processing assessment to inform strategies to reduce unnecessary court delays.
4. Develop metrics of accountability that ensure access to off-ramps back to the community.
5. Explore opportunities to limit the duration of court-mandated conditions, including legislative changes.
6. Eliminate the use of handcuffing and shackling in transport and in court.
7. Explore physical changes to the space of the court to reflect youth development principles and cultural responsiveness.
8. Contract with and/or employ credible messengers to provide supervision services.

SUBCOMMITTEE #3: ADDRESSING NEEDS FOR
ALTERNATIVES TO DETENTION, PLACEMENT,
AND INCARCERATION

Subcommittee #3: Initial Design Concepts

1. Adopt the design of the LA Model as a baseline (see LA Model report for detailed recommendations).
2. Strengthen the design and implementation LA Model through:
 - Multi-disciplinary decision-making -- at every point, decisions should be multi-disciplinary and inclusive of health, community and other partners, and use a strength and need-based framework. Multi-disciplinary teams focused on youth and family well-being should make, not just inform, decisions about detention and any removal of a young person from their home and community, as well as programming.
 - Effective staffing and hiring
 - Smaller home-like community-based detention housing alternatives – that are potentially blended in serving residents and non-residents, and have various specializations
3. Ensure evaluation and an accountability mechanism that centers community and other experts around implementation of any new model and system.

DJJ Transition Team



Subcommittee 4: DJJ Transition Team

- Includes diverse stakeholders
- Includes local experts on community driven models.
- Establishes Advisory Committee of DJJ Impacted Youth And Community.
- Includes value driven discussions.

Recommendations of DJJ Transition Team must include:

AGN. NO
REVISED MOTION BY SUPERVISORS MARK RIDLEY-THOMAS May 26, 2020
AND SHEILA KUEHL

Preparing Los Angeles County for the Closure of the State's Division of Juvenile Justice

On May 14, 2020, Governor Gavin Newsom announced, as part of the revised budget, that the Division of Juvenile Justice (DJJ) will be closing. Starting January 1, 2021, DJJ will no longer admit new youth and these youth would instead be housed at the county level. Over time, the three DJJ facilities will close. It is unclear whether any youth currently held at DJJ, or transferred there before January 2021, will be transferred to counties as well. It is also unclear whether courts and prosecutors will start to adjust their current practices, including those related to charging, plea-dealing and petitions for transfer, ahead of January 2021. As explained in the Governor's revised budget, this move is intended to help close a historic budget deficit created by the COVID-19 crisis, as well as to ultimately "enable youth to remain in their communities and stay close to their families to support rehabilitation."

While this change is sudden, last year Governor Newsom took steps to shift away from a punitive state system by moving DJJ into a separate department under the State's Health and Human Services Agency. This action was intended to bring about a cultural change to create opportunities to enhance educational, mental health and social service

- MORE -

MOTION

SOLIS _____

RIDLEY-THOMAS _____

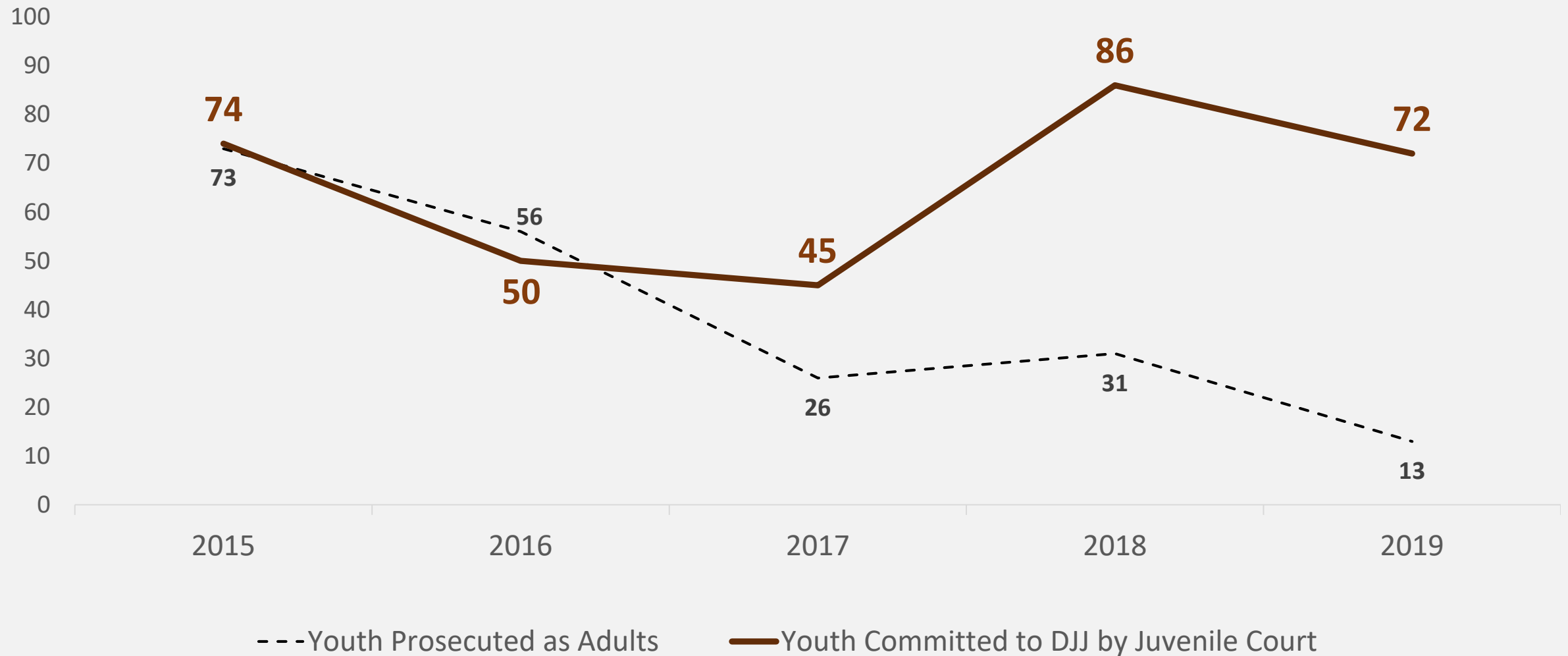
KUEHL _____

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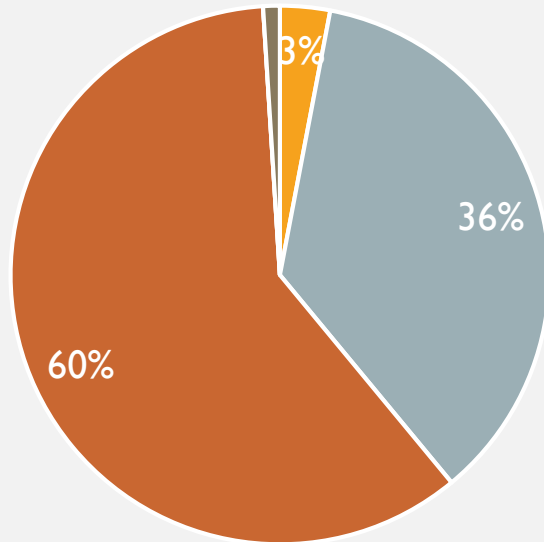
- a. An **analysis** of how the new DJJ population may be incorporated into the model and plan under development by the Youth Justice Work Group for all justice-involved youth in the County, including youth committed to DJJ who are currently held in the County due to the DJJ's COVID-19 related moratorium on new admissions;
- b. Strategies to **prevent more youth from being tried as adults** under the new system;
- c. Strategies to **increase community-based alternatives** to detention options for youth who would have previously been sent to DJJ;
- d. The **status and capacity of the County's current juvenile facilities** to adequately serve the needs of DJJ-committed youth justice populations, reserving any consideration of re-opening closed facilities, only as a last resort;
- e. **Preventing punitive practices** that were previously eliminated or are being phased out from being reinstituted;
- f. **Ensuring robust oversight** of the treatment of this new population, as well as the DJJ re-entry population that is currently being supervised by the County; and
- g. **Any budgetary, legal or legislative implications** or changes needed to create the best system possible, including the potential of raising the age of jurisdiction in the County's juvenile justice system to align with DJJ's age limit, and ensuring the County receives sufficient funding from the State to fund the rehabilitative programs and services needed to serve this population.

Los Angeles County DJJ Commitment Trends (2015-2019)



General Profile of Youth Committed to DJJ in 2019 (72 youth)

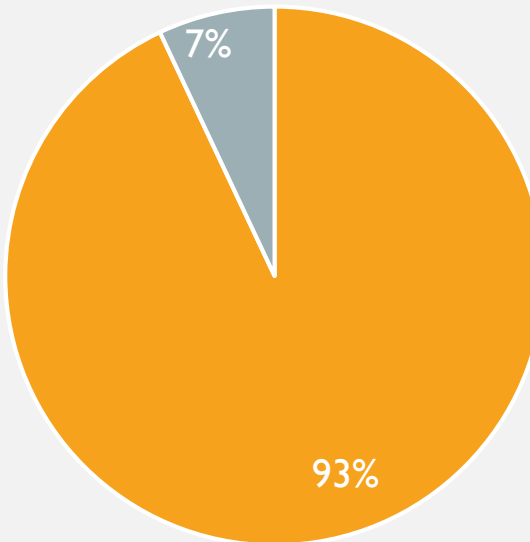
Race/Ethnicity



White Black Latino API Other

- 2 White youth
- 26 Black youth
- 43 Latino youth
- 0 API youth
- 1 Other

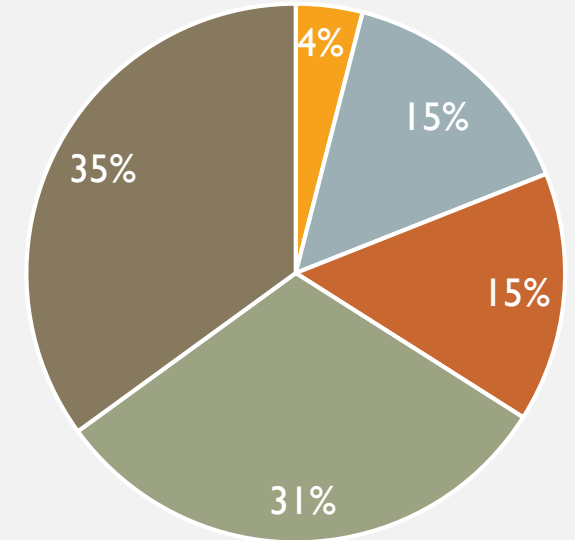
Gender



Boys Girls

- 67 Boys
- 5 Girls

Age at Arrest*

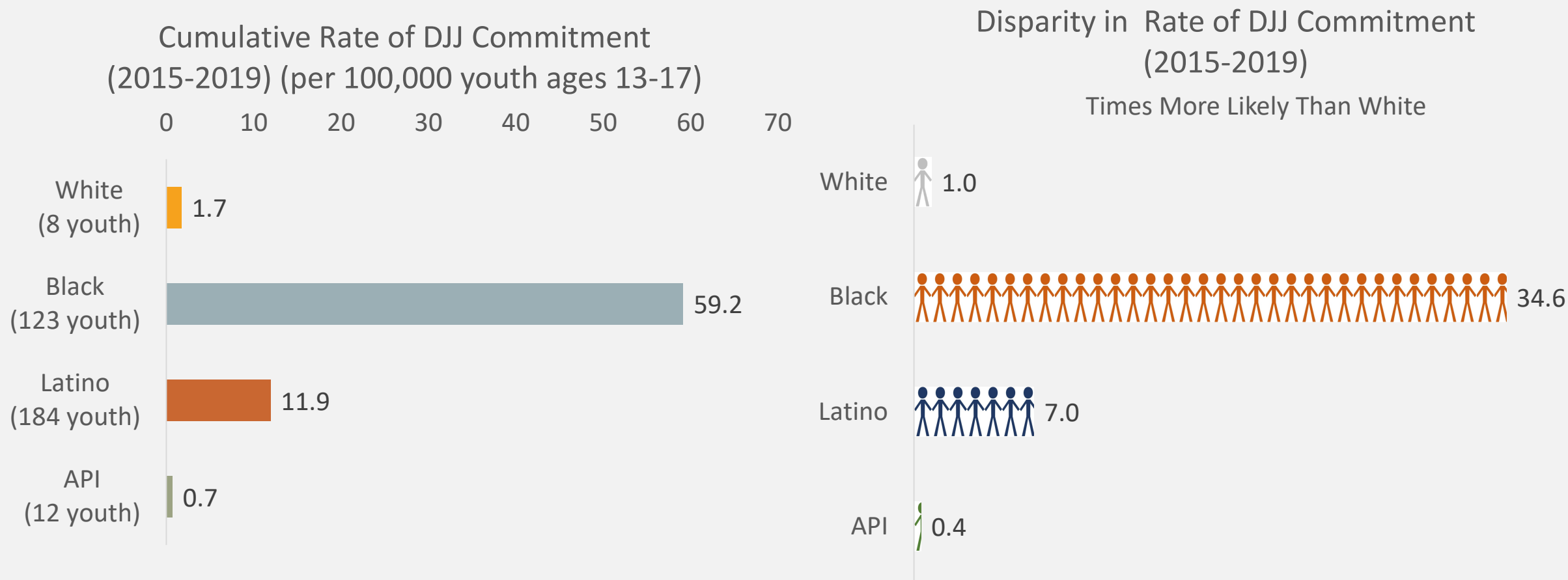


13 and Under 14 15 16 17+

- 3 youth age 13 years
- 11 youth age 14 years
- 11 youth age 15 years
- 22 youth ages 16 years
- 27 youth ages 17+

* Note: Age at alleged offense was not available, so date of arrest serves as a proxy.

Los Angeles County DJJ Commitments by Race/Ethnicity



Source: Los Angeles County Probation Department

Formula for rate: $(\text{sum of DJJ Commitments 2015-2019} / \text{sum of youth population (13-17) 2015-2018}) * 100,000$

Continuum of Care



**Intensive Supports in
Community Based**

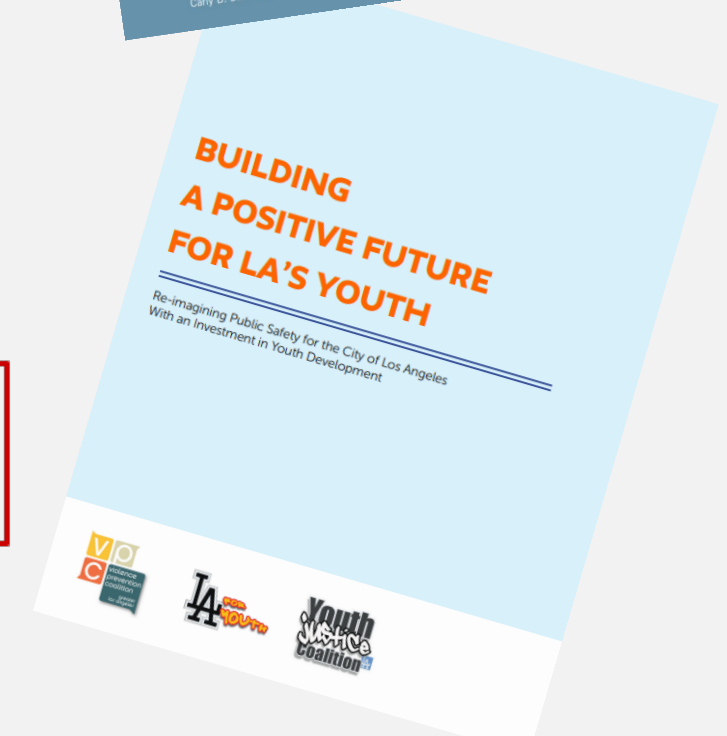
**Staff Secure Small
Residential Facility**

**Staff Secure County
Facility**

**Secure County
Facility**

Less Restrictive.....

.....Most Restrictive



OUR STRATEGY MOVING FORWARD

- Engage additional local experts as consultants to the DJJ transition team
- Engage DJJ-impacted youth to incorporate their voices
- Address underlying values
- Facilitate collaborative planning based on shared goals