



County of Los Angeles
Chief Executive Office

PUBLIC SAFETY CLUSTER AGENDA REVIEW MEETING

FESIA A. DAVENPORT
Chief Executive Officer

DATE: Wednesday, March 10, 2021

TIME: 10:00 a.m.

**DUE TO CLOSURE OF ALL COUNTY BUILDING, TO PARTICIPATE IN THE MEETING CALL
TELECONFERENCE NUMBER: (323) 776-6996 ID: 169948309#**

[Click here to join the meeting](#)

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 per person in total for each item.

1. CALL TO ORDER

2. GENERAL PUBLIC COMMENT

3. 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:

APPROVAL OF SUPPLEMENTAL LAW ENFORCEMENT SERVICES AGREEMENTS

Speaker(s): Julie Lowe and Rudy Sanchez (Sheriff)

B. Board Letter:

ACCEPT A GRANT AWARD FROM THE CALIFORNIA GOVERNOR'S OFFICE OF
EMERGENCY SERVICES FOR FISCAL YEAR 2020 CALIFORNIA COVERDELL
PROGRAM

Speaker(s): Karen Anderson and Elida Rodriguez (Sheriff)

4. PRESENTATION/DISCUSSION ITEM(S):

A. Board Briefing:

COUNTYWIDE CRIMINAL JUSTICE COORDINATION COMMITTEE (CCJCC) AND
INFORMATION SYSTEM ADVISORY BOARD (ISAB) OVERVIEW BRIEFING

Speaker(s): Mark Delgado (CCJCC) and Tom Kooy (ISAB)

B. Board Briefing:

MONTHLY BRIEFING: OFFICE OF DIVERSION AND REENTRY (ODR) AND
ALTERNATIVES TO INCARCERATION (ATI)

Speaker(s): Peter Espinoza (ODR) and Songhai Armstead (ATI)

Wednesday, March 10, 2021

C. Board Briefing:
CALIFORNIA IDENTIFICATION SYSTEM – REMOTE ACCESS NETWORK
(CAL-ID/RAN) BRIEFING
Speaker(s): Derek Sabatini (Sheriff's)

D. Board Briefing:
INMATE WELFARE FUND STATUS BRIEFING
Speaker(s): Kelly Porowski, Kimberly Unland and Richard Martinez (Sheriff's)

E. Board Letter:
AUTHORIZE THE LOS ANGELES COUNTY DISTRICT ATTORNEY'S OFFICE TO
EXECUTE A CONTRACT WITH A SPECIAL PROSECUTOR TO INVESTIGATE,
PROVIDE RECOMMENDATIONS, AND PROSECUTE POLICE MISCONDUCT CASES
Speaker(s): Dorinne Jordan and Tony Sereno (District Attorney)

5. PUBLIC COMMENTS

6. ADJOURNMENT

7. UPCOMING ITEMS:

A. Board Briefing:
JUVENILE JUSTICE COORDINATING COUNCIL OVERVIEW BRIEFING
Speaker(s): Tom Faust (Probation)

B. Board Briefing:
DIVISION OF JUVENILE JUSTICE (DJJ) TRANSITION COMMITTEE BRIEFING
Speaker(s): Tom Faust (Probation)

C. Board Briefing:
MONTHLY BRIEFING: SHERIFFS' CIVILIAN OVERSIGHT COMMISSION (COC) AND
OFFICE OF THE INSPECTOR GENERAL (OIG)
Speaker(s): Brian Williams (COC) and Max Huntsman (OIG)

IF YOU WOULD LIKE TO EMAIL A COMMENT ON AN ITEM ON THE PUBLIC SAFETY
CLUSTER AGENDA, PLEASE USE THE FOLLOWING EMAIL AND INCLUDE THE
AGENDA NUMBER YOU ARE COMMENTING ON:

PUBLIC_SAFETY_COMMENTS@CEO.LACOUNTY.GOV

March 23, 2021

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

Dear Supervisors:

**APPROVAL OF SUPPLEMENTAL LAW ENFORCEMENT SERVICES AGREEMENTS
(ALL DISTRICTS) (3 VOTES)**

SUBJECT

The Los Angeles County (County) Sheriff's Department (Department) seeks Board approval of new Supplemental Law Enforcement Services Agreements (Agreements) with local public agencies and societies for the prevention of cruelty to animals (SPCAs) for the provision of supplemental law enforcement services (Services) by the Department from July 1, 2021 through June 30, 2026.

IT IS RECOMMENDED THAT THE BOARD:

1. Approve the attached boilerplate Supplemental Law Enforcement Services Agreement (Agreement) for the provision of Services in the County to local public agencies and SPCAs for the period from July 1, 2021 through June 30, 2026.
2. Delegate authority to the Sheriff, or his designee, as an agent for the County to execute Agreements, substantially similar to the attached Agreement, with various local public agencies, including Federal and State agencies operating in the County, and SPCAs requesting such Services, effective July 1, 2021 or upon execution by the Sheriff, whichever is later, through June 30, 2026.

3. Delegate authority to the Sheriff, or his designee, to execute any and all Amendments to the Agreements, ensuring any negative fiscal impact to the County is avoided.
4. Delegate authority to the Sheriff, or his designee, as an agent for the County to terminate an Agreement if it is in the best interest of the County.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the Agreement is to provide various local public agencies and SPCAs with Services in the County from July 1, 2021 to June 30, 2026. The current agreement expires on June 30, 2021. The approval of this new Agreement will permit the Department to continue to provide Services to each of the local public agencies and SPCAs which have requested, or will request, such Services.

These Services encompass duties and functions within the jurisdiction of, and customarily rendered by, the Department under the County Charter and the statutes of the State of California. The Services typically involve the provision of police protection and traffic control by the Department during special events such as parades, marathons, and sporting events, along with as-needed part-time Services to municipalities that are not otherwise a party to the general Municipal Law Enforcement Services Agreement under the Department's contract cities program. The Services may also include aid in the enforcement of all laws relating to or affecting animals pursuant to California Corporations Code section 10405.

Implementation of Strategic Plan Goals

As part of the Board's commitment to the County, approval of the recommended action would enhance the County's Strategic Plan, Goal 1, Operational Effectiveness/Fiscal Sustainability; maximize the effectiveness of process, structure, and operations to support timely delivery of customer-oriented and efficient public service, and Goal 3, Integrated Services Delivery; maximize opportunities to measurably improve the client and community outcomes, and leverage resources through the continuous integration of public safety services.

FISCAL IMPACT/FINANCING

None. The local public agencies and SPCAs shall pay the Department for Services in accordance with the appropriate and prevailing billing rates as determined by the Auditor-Controller each fiscal year. The local public agencies and SPCAs are aware that the rates are revised at the beginning of every fiscal year as determined by the Auditor-Controller. The hourly overtime rates are developed by the Auditor-Controller,

The Honorable Board of Supervisors
March 23, 2021
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pursuant to the requirements of California Government Code Section 51350 and the policies and procedures adopted by the Board.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Agreements are authorized by Section 56 ½ and/or Section 56 ¾ of the County Charter and/or California Government Code Section 51301 and/or California Corporations Code Section 10405. The Agreements allow for the provision of Services by the Department from July 1, 2021 to June 30, 2026. The Agreements may be terminated by either party within 60 calendar days advance written notice. The Agreements provide for the mutual indemnification of parties.

The attached Agreement has been approved as to form by County Counsel.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

There is no anticipated impact on current law enforcement services.

CONCLUSION

Upon Board approval, it is requested that the Clerk of the Board return one original adopted Board letter to the Department's Contract Law Enforcement Bureau.

Sincerely,

ALEX VILLANUEVA, SHERIFF

TIMOTHY K. MURAKAMI
UNDERSHERIFF

AV:JAL:jal
(Contract Law Enforcement Bureau)

- c: Board of Supervisors, Justice Deputies
Celia Zavala, Executive Officer, Board of Supervisors
Fesia Davenport, Chief Executive Officer
Sheila Williams, Senior Manager, Chief Executive Office (CEO)
Rene Phillips, Manager, CEO
Jocelyn Ventilacion, Principal Analyst, CEO
Anna Petrosyan, Analyst, CEO
Rodrigo A. Castro-Silva, County Counsel
Elizabeth D. Miller, Chief Legal Advisor, Legal Advisory Unit
Michele Jackson, Principal Deputy County Counsel, Legal Advisory Unit
Timothy K. Murakami, Undersheriff
Jorge A. Valdez, Chief of Staff
Conrad Meredith, Division Director, Administrative Services Division (ASD)
Glen C. Joe, Assistant Division Director, ASD
Sergio V. Escobedo, Captain, Contract Law Enforcement Bureau
Bryan C. Aguilera, Lieutenant, Contract Law Enforcement Bureau
Vanessa C. Chow, Sergeant, ASD
Julie A. Lowe, Sergeant, Contract Law Enforcement Bureau
Rudy P. Sanchez, Sergeant, Contract Law Enforcement Bureau
Erica M. Saavedra, Deputy ASD
(Contract Law – Supplemental Law Enforcement Services Agreements 03-23-21)

**SUPPLEMENTAL LAW ENFORCEMENT SERVICES AGREEMENT
BY AND BETWEEN
COUNTY OF LOS ANGELES
AND
CONTRACTING PARTY**

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EXHIBIT A - SUPPLEMENTAL LAW ENFORCEMENT SERVICES RATES

**SUPPLEMENTAL LAW ENFORCEMENT SERVICES AGREEMENT
BY AND BETWEEN
COUNTY OF LOS ANGELES
AND
CONTRACTING PARTY**

This Supplemental Law Enforcement Services Agreement ("Agreement") is entered into this ____ day of _____, 2021, by and between the County of Los Angeles ("County") and CONTRACTING PARTY ("Public Entity.")

RECITALS

- (a) Whereas, the Public Entity is desirous of contracting with the County for the performance of the supplemental law enforcement functions described herein by the Los Angeles County Sheriff's Department ("Sheriff's Department"); and
- (b) Whereas, the County is agreeable to rendering such supplemental law enforcement services within the County on the terms and conditions set forth in this Agreement; and
- (c) Whereas, this Agreement is authorized by the provisions of Section 56-1/2 and/or 56-3/4 of the Charter of the County of Los Angeles and/or Section 51301 of the California Government Code and/or Section 10405 of the California Corporations Code; and
- (d) Whereas, the County is agreeable to rendering such supplemental law enforcement services, as available, on the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties mutually agree as follows:

1.0 SCOPE OF SERVICES

- 1.1 The County agrees, as available, through the Sheriff's Department, to provide supplemental law enforcement services to the Public Entity. The classification and approximate numbers of personnel provided by the County shall be determined and mutually agreed upon by the Sheriff's Department and the Public Entity prior to the provision of supplemental law enforcement services, and set forth in an operations plan which shall be attached hereto as an Amendment to this Agreement and

incorporated herein by this reference. The hours of duty performed by County employees will be established and agreed upon in accordance with the requested supplemental law enforcement services.

- 1.2. The request for supplemental law enforcement services shall be a written request on official Public Entity letterhead. The request shall contain specific dates of service, hours of operation, number of personnel requested, classification of personnel requested, and duties and responsibilities associated with the type of service requested.
- 1.3. The request shall be signed by a representative of the Public Entity who is duly authorized to enter into such agreements for supplemental law enforcement services. The request shall be submitted to the Los Angeles County Sheriff's Department's Contract Law Enforcement Bureau located at 211 W. Temple Street, 7th Floor, Los Angeles, California 90012.
- 1.4. For the purpose of performing said services, County shall furnish and supply, as available, all necessary labor, supervision, personnel, helicopters, equipment, communications, fuel, and supplies necessary to provide the supplemental law enforcement services to be rendered hereunder. Notwithstanding the foregoing, the Public Entity may provide additional resources for the County to utilize in the performance of the supplemental law enforcement services.
- 1.5. If applicable, the Public Entity hereby grants to the County, the Sheriff's Department, and its personnel responding to requests for supplemental law enforcement services herein the right to transmit and broadcast communications to the Public Entity's police department's units via the primary dispatch frequency and/or any other law enforcement frequency for which the Public Entity is licensed by FCC.
- 1.6. Except as otherwise specifically set forth in this Agreement, supplemental law enforcement services shall encompass duties and functions within the jurisdiction of and customarily rendered by the Sheriff's Department under the Charter of the County and the statutes of the State of California.

2.0 ADMINISTRATION OF PERSONNEL

- 2.1 In the event of a dispute between the parties to this Agreement as to the extent of the duties and functions to be rendered hereunder, or the minimum level or manner of performance of such service, the Public Entity shall be consulted and a mutual determination thereof shall be made by both the Sheriff's Department and the Public Entity
- 2.2 The rendition of the services performed by the Sheriff's Department, the discipline of officers, and other matters incident to the performance of such services and the control of personnel so employed shall remain with the County.
- 2.3 With regard to Paragraphs 2.1 and 2.2 above, in the event of an unresolved dispute over the minimum level of performance of services, the County shall have final and conclusive determination as between the parties hereto.
- 2.4 All Public Entity employees who work in conjunction with the Sheriff's Department pursuant to this Agreement shall remain employees of the Public Entity and shall not have any claim or right to employment, civil service protection, salary, or benefits or claims of any kind from the County based on this Agreement. No Public Entity employees shall become employees of the County.
- 2.5 The Public Entity shall not be called upon to assume any liability for the direct payment of any Sheriff's Department salaries, wages, or other compensation to any County personnel performing services hereunder for said Public Entity. Except as herein otherwise specified, the Public Entity shall not be liable for compensation or indemnity to any County employee or agent of the County for injury or sickness arising out of his/her employment as a contract employee of the Public Entity.
- 2.6 As part of its compliance with all applicable laws and regulations relating to employee hiring, the County agrees that the County Civil Service Rules to which it is subject and which prohibit discrimination on the basis of non-merit factors, shall for purposes of this Agreement be read and understood to prohibit discrimination on the basis of sexual orientation.

3.0 INDEMNIFICATION

- 3.1 Public Entity shall indemnify, defend, and hold harmless the County, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the Public Entity's acts and/or omissions arising from and/or relating to this Agreement.
- 3.2 County shall indemnify, defend, and hold harmless the Public Entity, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the County's acts and/or omissions arising from and/or relating to this Agreement.

4.0 TERM OF AGREEMENT

The term of this Agreement shall commence July 1, 2021 or upon execution by the Sheriff, whichever is later, and shall terminate June 30, 2026, unless sooner terminated or extended in whole or in part as provided for herein.

5.0 RIGHT OF TERMINATION

- 5.1 Either party may terminate this Agreement with or without cause by giving not less than sixty (60) calendar days advance written notice to the other party.
- 5.2 Notwithstanding the foregoing, the Sheriff may cancel the provision of services with only ten (10) calendar days advance notice, or less in the event of exigent circumstances, if the Sheriff concludes that there are insufficient personnel to provide the agreed upon services and still perform other Sheriff's duties as required by law.
- 5.3 In the event of a termination, each party shall fully discharge all obligations owed to the other party accruing prior to the date of such termination, and, except as otherwise provided herein, each party shall be released from all obligations, which would otherwise accrue subsequent to the date of termination.

6.0 BILLING RATES

- 6.1 For and in consideration of the rendition of the supplemental law enforcement services to be performed by the County for the Public Entity under this Agreement, the Public Entity shall pay County for said services provided by County under the terms of this Agreement at the appropriate and prevailing billing rates set forth on Exhibit A, Supplemental Law Enforcement Services Rates, as established by the County Auditor-Controller.
- 6.2 The billing rates set forth on Attachment A, Supplemental Law Enforcement Services Rates, of this Agreement shall be readjusted by the County Auditor-Controller annually effective July 1 of each year, published by the County, and attached hereto as an Amendment to this Agreement, to reflect the cost of such service in accordance with the policies and procedures for the determination of such rates as adopted by the County Board of Supervisors.
- 6.3 The billing rates published, Supplemental Law Enforcement Services Rates, are developed and deemed appropriate by the County Auditor-Controller to reflect the County's actual costs in the compensation of employees at premium overtime rates (except Deputy Sheriff - Reserves), the administration of workers' compensation benefits, and the overhead of the County attributable to the provision of services pursuant to this Agreement. The foregoing rates are adjusted annually pursuant to the policies and practices adopted by the Los Angeles County Board of Supervisors governing the determination of such actual costs.

7.0 PAYMENT PROCEDURES

- 7.1 The County, through the Sheriff's Department, shall render to the Public Entity a summarized invoice which covers all services performed during said month, and the Public Entity shall pay County for all undisputed amounts within sixty (60) calendar days after date of said invoice.
- 7.2 If such payment is not delivered to the County office, which is described on said invoice, within sixty (60) calendar days after the date of the invoice, the County is entitled to recover interest thereon. For all disputed amounts, the Public Entity shall

provide the County with written notice of the dispute including the invoice date, amount, and reasons for dispute within ten (10) calendar days after receipt of the invoice. The parties shall memorialize the resolution of the dispute in writing. For any disputed amounts, interest shall accrue if payment is not received within sixty (60) calendar days after the dispute resolution is memorialized.

- 7.3 Said interest shall be at a rate of ten percent (10%) per annum or any portion thereof, calculated from the date payment was due pursuant to Paragraphs 7.1 and 7.2 above.

8.0 AMENDMENTS

With the exception of Amendments made pursuant to Paragraph 6.0 which do not require the signature of either party, all other changes, modifications, or amendments to this Agreement must be in the form of a written Amendment duly executed by authorized personnel of the County and the Public Entity.

9.0 ASSIGNMENT, DELEGATION, AND SUBCONTRACTING

A party shall not assign its rights and/or subcontract, or otherwise delegate, its duties under this Agreement, either in whole or in part, without the prior written consent of the other party, and any attempted assignment or delegation without such consent shall be null and void.

10.0 AUTHORIZATION WARRANTY

The Public Entity represents and warrants that the person executing this Agreement for the Public Entity is an authorized agent who has actual authority to bind the Public Entity to each and every term, condition, and obligation of this Agreement and that all requirements of the Public Entity have been fulfilled to provide such actual authority.

11.0 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.

12.0 NOTICES

Unless otherwise specified herein, all notices or demands required or permitted to be given or made under this Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first class registered or certified mail, postage prepaid, addressed to the parties at the following addresses and to the attention of the person named. Addresses and persons to be notified may be changed by either party by giving ten (10) calendar days prior written notice thereof to the other party.

Notices to the County shall be addressed as follows:

Los Angeles County Sheriff's Department
Contract Law Enforcement Bureau
Attn: Sergio V. Escobedo, Captain
211 W. Temple Street, 7th Floor
Los Angeles, California 90012

Notices to the Public Entity shall be addressed as follows:

CONTRACTING PARTY

Attn: _____

Address: _____

13.0 VALIDITY

If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

14.0 WAIVER

No waiver by the parties of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. Failure of the parties to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof.

15.0 ENTIRE AGREEMENT

This Agreement, including Exhibit A, Supplemental Law Enforcement Services Rates, and any executed Amendments hereto or thereto, constitute the complete and exclusive statement of understanding of the parties which supersedes all previous agreements, written or oral, and all communications between the parties relating to the subject matter of this Agreement.

DRAFT

**SUPPLEMENTAL LAW ENFORCEMENT SERVICES AGREEMENT
BY AND BETWEEN
COUNTY OF LOS ANGELES
AND
CONTRACTING PARTY**

IN WITNESS WHEREOF, the Los Angeles County Board of Supervisors has caused this Agreement to be executed by its Sheriff, and the Public Entity has caused this Agreement to be executed on its behalf by its authorized officer, on the dates written below.

COUNTY OF LOS ANGELES

By _____
Alex Villanueva, Sheriff

Date _____

CONTRACTING PARTY

By _____
Name, Title

Date _____

APPROVED AS TO FORM:
RODRIGO A. CASTRO-SILVA
County Counsel

By APPROVAL ON FILE
Deputy County Counsel

APPROVED AS TO FORM:

By _____
Title

March 23, 2021

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

Dear Supervisors:

**ACCEPT A GRANT AWARD FROM THE CALIFORNIA GOVERNOR'S
OFFICE OF EMERGENCY SERVICES FOR FISCAL YEAR 2020
CALIFORNIA COVERDELL PROGRAM
(ALL DISTRICTS) (3 VOTES)**

SUBJECT

Request the Board to execute the attached Certification of Assurance of Compliance, and authorize the Sheriff of Los Angeles County (County), or his designee, to accept and execute a grant award from the California Governor's Office of Emergency Services (Cal OES) for the 2020 California Coverdell Program (Program) in the amount of \$121,647. The Program is funded by the Department of Justice, Office of Justice Programs, National Institute of Justice Federal funds, Catalog of Federal Domestic Assistance Number 16.742, passing through the state. The funding shall be utilized to secure continuing education and training programs for the Los Angeles County Sheriff's Department (Department) full-time forensic technical staff.

IT IS RECOMMENDED THAT THE BOARD:

1. Request the Chair of the Board to sign and affix a wet signature to the attached Certification of Assurance of Compliance form required by Cal OES as part of the grant application process.
2. Delegate authority to the Sheriff, or his designee, as an agent for the County, to sign and accept the grant award, subsequent to execution by Cal OES for the Program in

the amount of \$121,647 for the grant period from January 1, 2021 through December 31, 2021. There is no match requirement for the Program.

3. Delegate authority to the Sheriff, or his designee, as an agent for the County, to execute and submit all required grant documents including but not limited to, agreements, modifications, extensions, and payment requests that may be necessary for the completion of the Program.
4. Delegate authority to the Sheriff, or his designee, as an agent for the County, to apply and submit a grant application to Cal OES for the Program in future Fiscal Years, and to execute all required grant application documents, including assurances and certifications, when and if such future funding becomes available.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

The Department's Scientific Services Bureau (SSB) has been identified to receive funding under the Program. The funding shall be utilized to purchase necessary equipment and supplies and to secure continuing education and training programs for the Department's full-time forensic technical staff.

In complying with the objective of this funding opportunity, the allocation will be used to send members of the Department's forensic technical staff to educational and training seminars and purchase equipment and supplies designed to improve the quality, timeliness, and credibility of Departmental investigations and evidence examinations. The funding will assist the forensic technical staff in reducing the backlog of forensic cases and improving the turnaround time for case analysis.

As a laboratory accredited to ISO/IEC 17025:2017, General Requirements for the Competence of Testing and Calibration Laboratories by the American National Standards Institute, National Accreditation Board (ANAB), the Department's SSB strives to maintain conformance with all accreditation requirements. The purpose of required training is to maintain the production of valid and accurate results, increase productivity, and enable staff to assume greater responsibilities within their respective assignments. In an effort to maintain the standard of continuing education for all forensic technical staff, it is necessary to provide a wide variety of specialized training opportunities.

Implementation of Strategic Plan Goals

The Program is consistent with the County's Strategic Plan; Goal III.1.1 – Develop Staff Through High Quality Multi-Disciplinary Approaches to Training, by providing required continuing education to forensic analysts; and Goal III.2.3 – Prioritize and Implement Technology Initiatives that Enhance Service Delivery and Increase Efficiency, by

reducing the number of backlogged cases as analysts and examiners apply new knowledge and skills to improve their accuracy and productivity.

FISCAL IMPACT/FINANCING

This will be the 17th year of funding for the Program. The grant period is from January 1, 2021 through December 31, 2021.

Grant funds in the amount of \$121,647 will be used to fund Services and Supplies for forensic technical staff to attend training, travel expenses, and office/laboratory supply purchases.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On December 1, 2020, the Department submitted an application in response to Cal OES's Program grant solicitation. Prior to our application submission, Cal OES advised the Department was pre-selected to be a grant recipient of \$121,647 with no match requirement.

Under the requirements of Cal OES, the applicant must complete a Certificate of Assurance of Compliance form signed by the Governing Body that includes details regarding the requirements of Federal Grant Funds, Equal Employment Opportunity, Drug-Free Workplace Act of 1990, California Environmental Quality Act, Lobbying, Debarment and Suspension, and Proof of Authority from the City Council/Governing Board. The applicant is required to submit the necessary assurances before finalization of the grant award agreement.

The agreement will be in effect for 12 months from January 1, 2021 through December 31, 2021.

All forensic supplies purchased with the Program funding will be procured in accordance with the County's purchasing policies and procedures.

The Board letter has been reviewed and the attached Certification of Assurance of Compliance has been approved as to form by County Counsel.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

This Program will have a positive impact on the services currently provided by the Department and will give the Department an opportunity to successfully accomplish its mission, goals, and objectives.

The Honorable Board of Supervisors
March 23, 2021
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CONCLUSION

Upon Board approval, please return a copy of the adopted Board letter and two signed copies of the Certification of Assurance of Compliance to the Department's Grants Unit.

Sincerely,

ALEX VILLANUEVA, SHERIFF

TIMOTHY K. MURAKAMI
UNDERSHERIFF

DRAFT

AV:jc
(Financial Programs Bureau/Grants Unit)

- c: Board of Supervisors, Justice Deputies
Celia Zavala, Executive Officer, Board of Supervisors
Fesia Davenport, Chief Executive Officer
Sheila Williams, Senior Manager, Chief Executive Office (CEO)
Rene Phillips, Manager, CEO
Jocelyn Ventilacion, Principal Analyst, CEO
Anna Petrosyan, Analyst, CEO
Rodrigo A. Castro-Silva, County Counsel
Elizabeth D. Miller, Chief Legal Advisor, Legal Advisory Unit
Michele Jackson, Principal Deputy County Counsel, Legal Advisory Unit
Timothy K. Murakami, Undersheriff
Jorge A. Valdez, Chief of Staff
Mark A. Glatt, Chief, Technology and Support Division
Conrad Meredith, Division Director, Administrative Services Division (ASD)
Glen C. Joe, Assistant Division Director, ASD
Richard F. Martinez, Assistant Division Director, ASD
Joseph B. Nunez, Captain, Scientific Services Bureau
Karen J. Anderson, Assistant Director, FPB, Grants Unit
Vanessa C. Chow, Sergeant, ASD
Elida D. Rodriguez, Administrative Services Manager III, FPB, Grants Unit
Karla K. Taylor, Supervising Criminalist, Scientific Services Bureau
Erica M. Saavedra, Deputy, ASD
Colleen A. Murphy, Grants Supervisor, FPB, Grants Unit
Janalyn Caliman, Grants Analyst, FPB, Grants Unit
(Grants – Coverdell Program 03-23-21)

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

Department: LOS ANGELES COUNTY SHERIFF'S DEPARTMENT

Grant Project Title and Description: 2020 California Coverdell Program

The purpose of this program is to improve the quality and timeliness of forensic science services over current operations. The grant funds will be used to maintain continuing education and training of LASD's Scientific Services Bureau's full-time forensic technical staff to improve accuracy, increase productivity, and enable staff to assume greater responsibilities. The training will assist in their efforts to prevent and reduce the backlog of forensic cases and improve turnaround time for case analysis.

Funding Agency: California Governor's Office of Emergency Services (Cal OES)

Program (Fed. Grant # /State Bill or Code #)

Grant Acceptance Deadline
Upon adopted Certification of Assurance

Total Amount of Grant Funding: \$121,647

County Match: None

Grant Period: 12 months

Begin Date: January 1, 2021

End Date: December 31, 2021

Number of Personnel Hired Under This Grant: 0

Full Time: 0 **Part Time:** 0

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 ___ No X

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

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 ___ No X

Impact of additional personnel on existing space: None

Other requirements not mentioned above: None

Department Head Signature _____ **Date** _____



Grant Subaward Certification of Assurance of Compliance

Information and Instructions

The Certification of Assurance of Compliance is a binding affirmation that Subrecipients will comply with the following regulations and restrictions:

- State and federal civil rights laws,
- Drug-Free Workplace,
- California Environmental Quality Act,
- Lobbying restrictions,
- Debarment and Suspension requirements,
- Proof of Authority documentation from the city council/governing board, and
- Federal grant fund requirements.

The Applicant is required to obtain written authorization by the governing body (e.g., County Board of Supervisors, City Council, or Governing Board) granting authority for the Subrecipient/Official Designee to enter into a Grant Subaward (and applicable Grant Subaward Amendments) with Cal OES (see *Subrecipient Handbook (SRH)* Section 1.005 and Section IV. of this form).

The Official Designee (see SRH Section 3.030) and the individual granting that authority (i.e., City/County Financial Officer, City/County Manager, or Governing Board Chair) must sign this form. For State agencies, only the Official Designee must sign this form.

Complete all sections of this form and then submit:

- As part of the Grant Subaward Application,
- With a Grant Subaward Amendment (Cal OES Form 2-213) if a new fund source is being added to the Grant Subaward, (applicable Certification of Assurance of Compliance would be needed), with a Grant Subaward Modification (Cal OES Form 2-223) if the Official Designee or Board Chair changes and the Resolution identifies them by name, and/or
- With a Grant Subaward Modification (Cal OES Form 2-223) if the federal program Special Conditions change after the approval of the Grant Subaward.



Grant Subaward Certification of Assurance of Compliance

Paul Coverdell Forensic Science Improvement Grant Program

Grant Subaward #: _____

Subrecipient: _____

I, _____ (Official Designee; same person as Section 15 of the Grant Subaward Face Sheet) hereby certify that the above Subrecipient is responsible for reviewing the Subrecipient Handbook (SRH) 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 – SRH Sections 14.005

Subrecipients expending \$750,000 or more in federal grant funds annually are required to secure a single audit pursuant to Office of Management & Budget (OMB) Uniform Guidance 2 Code of Federal Regulations (CFR) Part 200, Subpart F and are allowed to allocate federal funds for the audit costs.

- ☐ Subrecipient expends \$750,000 or more in federal funds annually.
- ☐ Subrecipient does not expend \$750,000 or more in federal funds annually

II. Equal Employment Opportunity – SRH Section 2.025

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 (requested 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.

Subrecipients certify that they will comply with all state and federal requirements regarding EEO, nondiscrimination, and civil rights.

EEO Officer: _____

Title: _____

Address: _____

Telephone Number: _____

Email Address: _____

III. Drug-Free Workplace Act of 1990 – SRH Section 2.030

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

IV. California Environmental Quality Act (CEQA) – SRH Section 2.035

The California Environmental Quality Act (CEQA) (*Public Resources Code, Section 21000 et seq.*) requires all Cal OES-funded Subrecipients to certify compliance with CEQA. Subrecipients must certify they have completed, and will maintain on file, the appropriate CEQA compliance documentation.

V. Lobbying – SRH Sections 2.040 and 4.105

Grant Subaward funds, property, and funded positions must not be used for any lobbying activities. This includes, but is 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 – SRH Section 2.045

Subrecipients receiving federal funds must certify that they will adhere to Federal Executive Order 12549, Debarment and Suspension. The Subrecipient certifies that neither the Subrecipient nor its principals are 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 or agency.

The Subrecipient certifies that it will not make any Second-Tier Subaward, or enter into any contract greater than \$25,000, with parties that are debarred, suspended, or otherwise excluded or ineligible for participation in Federal programs or activities.

VII. Proof of Authority from City Council/Governing Board – SRH Section 1.055

Subrecipients accept responsibility for and must comply with the requirement to obtain a signed resolution from governing body (e.g., County Board of Supervisors, City Council, or Governing Board) granting authority for the Subrecipient/Official Designee (see Section 3.030) to enter into a Grant Subaward (and applicable Grant Subaward Amendments) with Cal OES. 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 Subrecipient and the Official Designee. The State of California and Cal OES disclaim responsibility of

any such liability. Furthermore, it is also agreed that Grant Subaward funds received from Cal OES shall not be used to supplant expenditures controlled by the governing board.

Subrecipients are required to obtain written authorization by the governing body (e.g., County Board of Supervisors, City Council, or Governing Board) granting authority for the Subrecipient/Official Designee (see Section 3.030) to enter into a Grant Subaward (and applicable Grant Subaward Amendments) with Cal OES. The Applicant is also required to maintain said written authorization on file and make readily available upon demand.

VIII. Civil Rights Compliance – SRH Section 2.020

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. Federal Paul Coverdell Forensic Sciences Improvement Grant Program Special Conditions

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. 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.

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 (that is, moved and renumbered) 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. 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.

6. Requirements Related to System for Award Management and Universal Identifier Requirements

The Subrecipient 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 Subrecipient 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).

7. 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.

8. Unreasonable Restrictions on Competition under the Grant Subaward;
Association with Federal Government

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

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 US DOJ.

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

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, 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. o 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.

9. 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.

10. Determination of Suitability to Interact with Participating Minors

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.

11. 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").

12. 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>.

13. 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.

14. 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."

15. 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.

16. 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.

17. Compliance with General Appropriations-law Restrictions on the Use of Federal Funds (FY 2020)

The Subrecipient, 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, 2019, are set out at <https://ojp.gov/funding/Explore/FY20AppropriationsRestrictions.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.

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

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).

19. 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:
 - o 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
 - o 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.

20. 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.

21. 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.

22. Use of Funds; No Research

Funds provided under this Subaward shall be used only for the purposes and types of expenses set forth in the Request for Application. Funds shall not be used for general law enforcement functions or non-forensic investigatory functions and shall not be used for research or statistical projects or activities. Use of Subaward funds for construction of new facilities is restricted by statute. Any questions concerning this provision should be directed to the Cal OES Program Specialist prior to incurring the expense or commencing the activity in question.

To ensure compliance with the Government Performance and Results Act (Pub. L. No. 103-62) and the GPRA Modernization Act of 2010 (Pub. L. No. 111-

352), program performance under this Subaward is measured by the following: o Percent reduction in the average number of days from the submission of a sample to a forensic science laboratory to the delivery of test results to a requesting office or agency (calculated by reporting the average number of days to process a sample at the beginning of the grant period versus the average number of days to process a sample at the end of the grant period); o Percent reduction in the number of backlogged forensic cases (calculated by reporting the number of backlogged forensic cases at the beginning of the grant period versus the number of backlogged forensic cases at the end of grant period), if applicable to the Subaward; and o The number of forensic science or medical examiner/coroner's office personnel who completed appropriate training or educational opportunities with these Coverdell funds, if applicable to the Subaward. Subrecipients are required to collect and report data relevant to these measures.

23. Gross Income

The Subrecipient understands and agrees that gross income (revenues) from fees charged for forensic science or medical examiner services constitutes program income (in whole or in part), and that program income must be determined, used, and documented in accordance with the provisions of 2 C.F.R. 200.307, including as applied in the Department of Justice (DOJ) Grants Financial Guide, as it may be revised from time to time. The recipient further understands and agrees that both program income earned during the award period and expenditures of such program income must be reported on the quarterly and final Federal Financial Reports (SF 425) and are subject to audit.

The Subrecipient understands and agrees that program income earned during the award period may be expended only for permissible uses of funds specifically identified in the solicitation for the Paul Coverdell Forensic Science Improvement Grants Program. The recipient further understands and agrees that program income earned during the award period may not be used to supplant State or local government funds, but instead may be used only to increase the amount of funds that would, in the absence of Federal funds or program income, be available from State or local government sources for the permissible uses of funds listed in the solicitation.

The Subrecipient understands and agrees that program income that is earned during the final ninety (90) days of the award period may, if appropriate, be obligated (as well as expended) for permissible uses during the ninety-day (90day) period following the end of the award period. The recipient further understands and agrees that any program income earned during the award period that is not obligated and expended within ninety (90) days of the end of the award period must be returned to OJP.

24. Generally Accepted Laboratory Practices

The Subrecipient shall ensure that any forensic laboratory, forensic laboratory system, medical examiner's office, or coroner's office that will receive any portion of the award uses generally accepted laboratory practices and procedures as established by accrediting organizations or appropriate certifying bodies.

a. External Investigations

The Subrecipient shall ensure that requirements associated with 34 U.S.C. section 10562(4) (which relate to processes in place to conduct independent external investigations into allegations of serious negligence or misconduct by employees or contractors) are satisfied with respect to any forensic laboratory system, medical examiner's office, coroner's office, law enforcement storage facility, or medical facility in the State that will receive a portion of the grant amount.

b. Accreditation

The Subrecipient shall ensure that any forensic laboratory or forensic laboratory system (not including any medical examiner's office or coroner's office) that will receive any portion of the award either is accredited, or will use a portion of this award to prepare and apply for accreditation by not more than two years from the award date of this award.

Additionally, with respect to accreditation, the recipient shall ensure that for any subaward it makes under this award, it will require in a legally-binding and enforceable writing, such as the subaward documentation (for example, subaward terms and conditions), that its Subrecipient: 1) if accredited, must continue to demonstrate such accreditation as a condition of receiving or using the subaward funds; or, 2) if not accredited, must use the subaward funds to prepare and apply for accreditation.

The Coverdell statute (see 34 U.S.C. section 10562(2)) and the Paul Coverdell Forensic Science Improvement Grants Program solicitation state certain requirements and guidance associated with proper accreditation and regarding what BJA will consider to be acceptable documentation of accreditation. The Subrecipient is to contact the BJA grant manager for clarification or guidance if it should have any question as to what constitutes proper accreditation for the purposes of the Coverdell program. Award funds may not be used under this award by a forensic

laboratory or forensic laboratory system with accreditation (or by such laboratory to obtain accreditation) that BJA determines not to be consistent with the Coverdell law and the solicitation or to be otherwise deficient.

The Subrecipient agrees to notify BJA promptly upon any change in the accreditation status of any forensic science laboratory or forensic laboratory system that receives funding under this award.

25. Cash Compensation

With respect to this award, federal funds may not be used to pay cash compensation (salary plus bonuses) to any employee of the award recipient at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. (An award recipient may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.)

This limitation on compensation rates allowable under this award may be waived on an individual basis at the discretion of the OJP official indicated in the program announcement under which this award is made

26. Publications

The Subrecipient agrees to submit to Cal OES for review and approval any curricula, training materials, proposed publications, reports or any other written materials that will be published, including web-based materials and web content, through funds from this grant at least (30) working days prior to the targeted dissemination date. Any written visual or audio publications, with the exception of press releases, whether published at the Subrecipients expense, shall contain the following statements: "This project was supported by Grant No. 2020-CD-BX-0012, awarded by the Bureau of Justice Assistance, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the Office for Victims of Crime, and the SMART Office. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice." The current edition of the DOJ Financial Guide provides guidance on allowable printing and publication activities.

27. Press Releases

The Subrecipient shall transmit to the Cal OES Program Specialist copies of all official award-related press releases at least ten (10) working days prior to

public release. Advance notice permits time for coordination of release of information by Cal OES and BJA where appropriate and to respond to press or public inquiries.

28. Copyright; Data Rights

The Subrecipient acknowledges that OJP reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use (in whole or in part, including in connection with derivative works), for Federal purposes: (1) any work subject to copyright developed under Subaward; and (2) any rights of copyright to which a Subrecipient purchases ownership with Federal support.

The Subrecipient acknowledges that OJP has the right to (1) obtain, reproduce, publish, or otherwise use the data first produced under a Subaward; and (2) authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes. "Data" includes data as defined in Federal Acquisition Regulation (FAR) provision 52.227- 14 (Rights in Data - General).

It is the responsibility of the Subrecipient to ensure that this condition is included in any Subaward under this Subaward.

The Subrecipient has the responsibility to obtain from Subrecipients, contractors, and subcontractors (if any) all rights and data necessary to fulfill the Subrecipient's obligations to the Government under this Subaward. If a proposed Subrecipient, contractor, or subcontractor refuses to accept terms affording the Government such rights, the Subrecipient shall promptly bring such refusal to the attention of the Cal OES Program Specialist for the Subaward and not proceed with the agreement in question without further authorization from Cal OES.

29. Federal, State, and Local Environmental Laws and Regulations

The Subrecipient agrees to comply with all Federal, State, and local environmental laws and regulations applicable to the development and implementation of the activities to be funded under this Subaward.

a. Environmental Assessment (EA)

The Subrecipient agrees and understands that funded activities (whether conducted by the Subrecipient or contractors) may require the preparation of an EA as defined by the Council on Environmental Quality's Regulations for implementing the Procedural Provisions of the National Environmental Policy Act (NEPA), found at 40 CFR Part 1500. An

EA is a concise public document that briefly provides sufficient analysis for determining whether to prepare an environmental impact statement (EIS) or a finding of no significant impact for the proposed activity. If in completing an EA for a proposed activity, potential adverse environmental impacts are identified, the EA will serve as a vehicle for developing either alternative approaches or mitigation measures for avoiding or reducing the identified adverse environmental impacts.

b. Modifications

Throughout the term of this Subaward, the Subrecipient agrees that for any activity that is the subject of a completed EA, it will inform Cal OES of (1) any change(s) that it is considering making to the previously assessed activity that may be relevant to environmental impact; or (2) any proposed new activities or changed circumstances that may require assessment as to environmental impact, such as new activities that involve the use of chemicals or involve construction or major renovation. The Subrecipient will not implement a proposed change or new activity until NIJ, with the assistance of the recipient, has determined whether the proposed change or activity (or changed circumstances) will require additional review under NEPA. Approval for implementation will not be unreasonably withheld as long as any requested modification(s) is consistent with eligible program purposes and found acceptable under an NIJ-conducted environmental impact review process.

30. External Investigations

The Subrecipient acknowledges that, as stated in the solicitation for the Paul Coverdell Forensic Science Improvement Grants Program, BJA assumes that Subrecipients of Coverdell funds will make use of the process referenced in their certification as to external investigations and will refer allegations of serious negligence or misconduct substantially affecting the integrity of forensic results to government entities with appropriate process in place to conduct independent external investigations, such as the government entity (or entities) identified in the grant application. The Subrecipient shall submit the following information as part of its final report: (1) the number and nature of any allegations of serious negligence or misconduct substantially affecting the integrity of forensic results received during the 12-month period of the award; (2) information on the referrals of such allegations (e.g., the government entity or entities to which referred, the date of referral); (3) the outcome of such referrals (if known as of the date of the report); and (4) if any such allegations were not referred, the reason(s) for the non-referral. Should the project period for this award be extended, the Subrecipient shall submit the above information as to subsequent twelve-month period every

twelve months thereafter (as part of a semi-annual progress report) until the close of the award period, at which point the Subrecipient shall submit the required information to any period not covered by prior reports as part of its final report. The Subrecipient understands and agrees that funds may be withheld (including funds under future awards), or other related requirements may be imposed, if the required information is not submitted on a timely basis.

31. Subrecipient Integrity and Performance Matters

The Subrecipient 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, "FAPIS").

The details of Subrecipient 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, "FAPIS") within SAM are posted on the OJP web site at <https://ojp.gov/funding/FAPUS.htm> (Award condition: Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIS), and are incorporated by reference here.

32. Withholding off Funds: NEPA Environmental Assessment

The Subrecipient agrees not to obligate, expend, or draw down any award funds until the program office has verified that the recipient has submitted all necessary documentation required to comply with the Department of Justice Procedures for implementing the National Environmental Policy Act found at 28 CFR Part 61 and a Grant Adjustment Notice has been issued removing this condition.

All appropriate documentation must be maintained on file by the Subrecipient 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	
<p>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.</p> <p>Official Designee's Signature: _____</p> <p>Official Designee's Typed Name: _____</p> <p>Official Designee's Title: _____</p> <p>Date Executed: _____</p> <p>Federal Employer ID #: _____ Federal DUNS #: _____</p> <p>Current System for Award Management (SAM) Expiration Date: _____</p> <p>Executed in the City/County of: _____</p>	
AUTHORIZED BY:	
<p>City Financial Officer</p> <p>City Manager</p> <p>Governing Board Chair</p>	<p>County Financial Officer</p> <p>County Manager</p>
<p>Signature: _____</p> <p>Typed Name: _____</p> <p>Title: _____</p>	



Cal-ID RAN Presentation

Public Safety Cluster Meeting

LOS ANGELES COUNTY REGIONAL IDENTIFICATION SYSTEM (LACRIS) OVERVIEW

Penal Code Section 11112 established a statewide Cal-ID Remote Access Network (RAN) and provides for a governing board to oversee the county's biometric criminal identification operations, known as LACRIS in Los Angeles County. The funding for this program (Penalty and Assessments) was created in 1987 with a 20 year sunset clause, which the State Legislature removed effective July, 2007.

The Sheriff of each RAN County oversees that county's Cal-ID program operations, administration of funds, access to Cal-ID network and liaison with the California Department of Justice, Bureau of Identification. Funds are received from two sources; Criminal Penalty Assessments paid by convicted criminal offenders (10% of fine), and a \$1 per motor vehicle DMV fee. Monies collected can only be used for the purchase, lease, replacement, and maintenance of LACRIS equipment and other equipment needed for the suspect booking and identification process. Monies can also be used for operational costs, including personnel, training, and related costs.

Pursuant to the Penal Code, the LACRIS RAN Board is comprised of seven members; a member of the Board of Supervisors, the Sheriff, the District Attorney, the Los Angeles Chief of Police, a second chief selected by all the other police chiefs within the county; presently the Chief of West Covina Police Department, the Mayor of the largest city, Los Angeles, and a member-at-large chosen by the other members. County Counsel sits with the Board as a staff resource. Ms. Cammy DuPont is currently assigned as County Counsel.

LACRIS is governed by the above RAN Board and a user's group called the Technical Subcommittee makes recommendations to the RAN Board for purchases of equipment. The Technical Subcommittee is open to and comprised of representatives from all criminal justice agencies within the County. The subcommittee meets as necessary to discuss LACRIS business, evaluate technology needs, and recommend purchases of identification related hardware and software. The Sheriff's Cal-ID Lieutenant, who also functions as the LACRIS Manager, chairs the Technical Subcommittee meetings. The RAN Board provides salary funding for 26 of the LACRIS staff, which includes the Manager, three sergeants, five sworn deputies, administrative support staff, and technicians.

The RAN Board meets as necessary to conduct the business of LACRIS. The Board generally meets every two months. The meeting is chaired by the member of the Board of Supervisors or his/her designated alternate. The LACRIS Manager gives a report of LACRIS activities and presents the action items to be considered by the RAN Board at each meeting. Board policy requires specific authorization for funding goods and services exceeding \$50,000.

LACRIS manages the countywide network of systems which consist of the Multimodal Biometric Identification System (MBIS), the Digital Mugshot System (DMS), the Criminal Booking System (CBS) and other systems which biometrically identify those who have been arrested. Every law enforcement agency in the County uses the above systems to book, identify and as investigative tools.

LACRIS additionally provides criminal identification training to law enforcement personnel throughout the county. Latent Print Examiners, Ten Print Examiners, Latent Print Collectors and Sworn Law Enforcement Officers from all law enforcement agencies in the county have their criminal identification training funded by LACRIS.

LACRIS OVERVIEW

- Los Angeles County: Population of 10 – 12 Million (depending on the time of day)
- Population larger than 42 individual states
- Land area of 4,083 square miles
- Responsible for supporting the 64 law enforcement agencies inside the County
- 300,000+ Bookings Per Year (Prior to 2020)
- 179 Livescans at 128 locations
- 13 million Tenprint records (Arrestee fingerprint cards)
- 7 million unique subjects
- 4.5 million palms
- 1000 ppi images of fingerprints and palms (provides 4 times greater detail of fingerprint minutia versus Cal-DOJ's 500 ppi images)
- Responsible for criminal identification software, hardware, and training for the 64 law enforcement agencies inside the County
- 235 registered Latent/Tenprint examiners
- 94 Latent workstations at 30 locations
- 8 person 24/7 Help Desk
- 2,500 Mobile Identification devices
- Approximately 700 individuals trained annually

Agencies that use LACRIS Equipment and Support

Alhambra PD	LA County Coroner
Arcadia PD	LA County Probation
Azusa PD	LA District Attorney's Office
Baldwin Park PD	La Verne PD
Baldwin Park School Police	LA Port Police
Bell Gardens PD	LA World Airport PD
Bell PD	LAPD
Beverly Hills PD	LASD
Burbank PD	Long Beach PD
San Marino PD	Manhattan Beach PD
CHP	Monrovia PD
Claremont PD	Montebello PD
Compton School District Police	Monterey Park PD
Covina PD	Palos Verdes Estates PD
CSU Dominguez Hills PD	Park Ranger Division
CSU Long Beach PD	Pasadena PD
CSU Los Angeles PD	Pomona PD
CSU Northridge PD	Redondo Beach PD
Culver City PD	San Fernando PD
Dept. of Corrections	San Gabriel PD
Downey PD	Santa Monica PD
El Camino College PD	Sierra Madre PD
El Monte PD	Signal Hill PD
El Segundo PD	South Gate PD
Gardena PD	South Pasadena PD
Glendale PD	California State Parole
Glendora PD	Torrance PD
Hawthorne PD	UCLA PD
Hermosa Beach PD	US Veterans Affairs PD
Huntington Park PD	Vernon PD
Inglewood PD	West Covina PD
Irwindale PD	Whittier PD



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

GEORGE GASCÓN • District Attorney

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

March 23, 2021

Dear Supervisors:

**AUTHORIZE THE LOS ANGELES COUNTY DISTRICT ATTORNEY'S OFFICE
TO EXECUTE A CONTRACT WITH A SPECIAL PROSECUTOR
TO INVESTIGATE, PROVIDE RECOMMENDATIONS,
AND PROSECUTE POLICE MISCONDUCT CASES
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)**

SUBJECT

The Los Angeles County District Attorney's Office (DA) requests authority to enter into a contract and hire a special prosecutor to assist the DA in investigating, providing recommendations, and prosecuting cases of police misconduct at the direction of the DA.

IT IS RECOMMENDED THAT THE BOARD:

1. Authorize the DA, or his designee, on behalf of the County of Los Angeles (County), and in consultation with County Counsel, to execute and if necessary, terminate a contract, with a Special Prosecutor, Lawrence S. Middleton, effective upon execution, for a term of four years with the option to extend for an additional four one-year options, to serve as a Special Prosecutor to assist the DA in investigating, providing recommendations, and prosecuting cases of police misconduct at the direction of the DA.
2. Authorize the DA, or his designee, upon his determination and as necessary and appropriate, to approve and execute amendments to incorporate necessary changes within the scope of work and to suspend work, execute the four one-year options, and add, delete, or otherwise change provisions in the agreement based on the nature of the services if, in the opinion of the DA or his designee, it is in the best interest of the County to do so, subject to review and approval by County Counsel.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended actions is to continue the County's commitment to criminal justice. Newly elected District Attorney Gascón has led the growing movement of progressive prosecutors. To that end and acknowledging concerns raised by law enforcement officials, civil rights attorneys, activists, and others, the DA has committed to reevaluating fatal officer-involved shooting cases previously declined for prosecution. To promote public confidence in the decision-making process and the outcome of any such investigations, the DA has determined the need for a Special Prosecutor to reevaluate, and if the facts support it, to criminally prosecute any officers whose actions unlawfully caused the death of the victims in those cases. The Special Prosecutor will take all actions necessary to investigate, and if warranted by the evidence, prosecute on behalf of the DA any potential criminal activity by law enforcement officers in the designated cases at the direction of the DA. This will be a positive step in rebuilding relationships in our community.

Lawrence S. Middleton is well qualified to fulfill the services of a Special Prosecutor on behalf of the DA for the following reasons, among others:

Mr. Middleton has more than thirty years' experience as a trial lawyer and as a manager and supervisor of complex criminal cases, including as a federal prosecutor with the United States Attorney's Office for the Central District of California, where he served as Chief of the Criminal Division, Chief of the Public Corruption and Civil Rights Section, and Chief of the Public Corruption and Government Fraud Section. Mr. Middleton was one of four attorneys who prosecuted the federal civil rights case against four LAPD officers charged with violating the constitutional rights of Rodney King, for which he received the Attorney General's Distinguished Service Award. He has investigated and successfully prosecuted law enforcement misconduct cases involving local, state, and federal law enforcement officers.

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; Goal No. 2, Foster Vibrant and Resilient Communities: Develop comprehensive, place-based plans to reduce violence in high-needs communities experiencing high levels of violence; 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

Funding is included in the DA's Fiscal Year 2021-22 Final Budget and will be requested in future years' budgets as necessary.

Expenditures under the contract will vary from year to year based on the needs of the DA, which is responsible for ensuring it has adequate funding in its operating budgets prior to requesting services under the contract.

FACTS AND LEGAL REQUIREMENTS

The District Attorney has the exclusive discretion to determine which cases to investigate and prosecute and may delegate his discretionary duties to other attorneys. The contract is authorized pursuant to Government Code sections 26500.5 and 31000.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

This program does not propose attorney staff augmentation. Therefore, the DA 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, it is requested that the Executive Officer, Board of Supervisors return two copies of the adopted Board letter with original wet signatures to, Mr. Tony Sereno of the District Attorney's Office at 211 West Temple Street, Suite 200, Los Angeles, California 90012.

Any questions may be directed to Mr. Sereno at (213) 257-2774 or at tsereno@da.lacounty.gov.

Respectfully submitted,

GEORGE GASCÓN
District Attorney

ts

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