



FESIA A. DAVENPORT  
Chief Executive Officer

County of Los Angeles  
Chief Executive Office

## **PUBLIC SAFETY CLUSTER AGENDA REVIEW MEETING**

**DATE: Wednesday, May 26, 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 (15 Minutes)**
- 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:**  
AUTHORIZE THE LOS ANGELES COUNTY DISTRICT ATTORNEY TO ACCEPT GRANT FUNDS FROM THE CALIFORNIA VICTIM COMPENSATION BOARD FOR THE CLAIMS VERIFICATION PROGRAM FOR FISCAL YEARS 2021-22, 2022-23, AND 2023-24  
Speaker(s): Michele Daniels and Michael Au-Yeung (District Attorney)
  - B. Board Letter:**  
AUTHORIZE THE DISTRICT ATTORNEY'S OFFICE TO ACCEPT UNCLAIMED VICTIM RESTITUTION FUNDS FROM THE PROBATION DEPARTMENT FOR THE VICTIM WITNESS ASSISTANCE PROGRAM AND DIRECT THE PROBATION DEPARTMENT TO TRANSFER UNCLAIMED VICTIM RESTITUTION FUNDS TO THE DISTRICT ATTORNEY'S OFFICE ANNUALLY ON A CONTINUING BASIS  
Speaker(s): Michele Daniels and Michael Au-Yeung (District Attorney)
  - C. Board Letter:**  
AUTHORIZE THE DISTRICT ATTORNEY'S OFFICE TO COMPLETE THE APPLICATION PROCESS AND ACCEPT GRANT FUNDS FROM THE CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES FOR THE VICTIM WITNESS ASSISTANCE (VW) PROGRAM FOR THE PERFORMANCE PERIOD BEGINNING OCTOBER 1, 2021 AND ENDING SEPTEMBER 30, 2022  
Speaker(s): Michele Daniels and Michael Au-Yeung (District Attorney)

Wednesday, May 26, 2021

**4. PRESENTATION/DISCUSSION ITEM(S):**

- A.** Board Briefing:  
OFFICE OF INSPECTOR GENERAL: QUARTERLY REPORT ON REFORM AND  
OVERSIGHT EFFORTS  
Speaker(s): Dara Williams (OIG)
- B.** Board Briefing:  
COMMUNITY COLLEGE DISTRICT SHERIFF CONTRACT BRIEFING  
Speaker(s): John Gannon (Sheriff) and Sergio Escobedo (Sheriff)

**5. PUBLIC COMMENTS**

**6. ADJOURNMENT**

**7. UPCOMING ITEMS:**

- A.** Board Briefing:  
PROBATION KIOSKS BRIEFING  
Speaker(s): Jim Green and Jose Villa (Probation)

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**



GEORGE GASCÓN  
LOS ANGELES COUNTY DISTRICT ATTORNEY

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

June 8, 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:

**AUTHORIZE THE LOS ANGELES COUNTY DISTRICT ATTORNEY  
TO ACCEPT GRANT FUNDS  
FROM THE CALIFORNIA VICTIM COMPENSATION BOARD  
FOR THE CLAIMS VERIFICATION PROGRAM  
FOR FISCAL YEARS 2021-2022, 2022-2023, AND 2023-2024  
(ALL DISTRICTS) (3-VOTES)**

**SUBJECT**

The District Attorney (DA) is requesting authority, on behalf of the County of Los Angeles, to enter into an Agreement with the California Victim Compensation Board (CalVCB), and to accept grant funds in the amount not to exceed \$9,316,888.23 for the period of July 1, 2021 through June 30, 2024, to continue the Claims Verification Program (CVP). Under this program, the District Attorney's Office provides services to victims of crime on behalf of the State by processing compensation claims filed by victims.

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Adopt and affix a wet signature to the attached Resolution authorizing the Los Angeles County District Attorney, on behalf of the County of Los Angeles, to enter into an Agreement with the CalVCB for the period July 1, 2021 through June 30, 2024. Under this Agreement, the County will continue to provide services to victims of crime and process compensation claims filed by victims.
2. Authorize the DA, on behalf of the County of Los Angeles, to execute the CalVCB Agreement (copy attached) to accept grant funds for the CVP in the amount of \$9,316,888.23 for three fiscal years (\$3,105,629.41 for each fiscal year) during the period of July 1, 2021 to June 30, 2024.

3. Authorize the DA, on behalf of the County of Los Angeles, to sign a three-year Agreement with the City of Los Angeles (City). Pursuant to the Agreement, the City, as a subgrantee, will receive an allocation of \$2,329,222.05 (\$776,407.35 for each fiscal year) to continue to provide services to victims of crime and process claims filed by victims within the City of Los Angeles. The County's portion of the grant funding is \$6,987,666.18 (\$2,329,222.06 for each fiscal year).
4. Authorize the DA or his designee, on behalf of the County of Los Angeles, to serve as Project Director for the CalVCB Agreement and the County-City Agreement described above, and to sign and approve revisions that do not increase the Net County Cost of the Agreements.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The purpose of the CalVCB Agreement is to allow the DA's Office to provide services to victims of crime on behalf of the State by processing compensation claims filed by victims. The CalVCB Agreement not only expedites reimbursement to crime victims but also enables the County to receive timely payment for hospital and other services rendered to victims treated at County facilities.

The City of Los Angeles' participation in the CVP will ensure services to victims of crime within the boundaries of the City of Los Angeles.

The CalVCB Agreement requires Board adoption of the enclosed Resolution to accept funding and Board approval is required for the City Agreement. Both documents have been approved as to form by County Counsel.

### **IMPLEMENTATION OF STRATEGIC GOALS**

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

### **FISCAL IMPACT/FINANCING**

The total CalVCB Agreement amount for Fiscal Year (FY) 2021-22 is \$3,105,629.41, of which \$2,329,222.06 is allocated to the DA and \$776,407.35 is allocated to the Los Angeles City Attorney's Office. Funding in the amount of \$2,329,222.06 will be reflected in the FY 2021-22 Budget. Funding for FYs 2022-23 and 2023-24 will be requested in future budget.

If funding for this program were to be terminated, an evaluation would be conducted to determine whether the program would either be continued with costs absorbed by the department, or discontinued with the reallocation of staff to vacant budgeted positions and/or grant funded positions eliminated. Payments by the County to the City, as a subgrantee, are contingent on the availability of State funding. If the County does not receive the full amount from the State, the City has acknowledged that its portion of the grant will be reduced in an amount solely to be determined by the County.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

Pursuant to Penal Code section 13835.2, the Los Angeles County Board of Supervisors designated the DA as the major provider of comprehensive services to victims and witnesses of crime for the County. The District Attorney's Claims Verification Unit has verified and submitted claims to the State for unreimbursed financial losses incurred by victims of crime for the past 34 years.

In FY 2019-20, the Claims Verification Unit received 14,240 claims and paid \$21,582,553.79 to victims.

In FY 2018-19, the Claims Verification Unit received 7,425 claims and paid \$11,867,444.76 to victims.

### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

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

### **CONCLUSION**

Following Board approval, the Executive Officer-Clerk of the Board is requested to return two (2) copies of the adopted Board letter, and six (6) copies each of the approved Resolutions to Mr. Kevin Lam, Grants & Contracts Section, District Attorney's Office, 211 W. Temple Street, Suite 200, Los Angeles, California 90012. Any questions may be directed to Mr. Kevin Lam at (213) 257-2738 or via email at [Klam@da.lacounty.gov](mailto:Klam@da.lacounty.gov).

The Honorable Board of Supervisors  
June 8, 2021  
Page 4

Respectfully submitted,

GEORGE GASCÓN  
District Attorney

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Enclosures

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

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

<b>Department</b>	<b>DISTRICT ATTORNEY'S OFFICE</b>
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<b>Grant Project Title and Description</b>	<b>CLAIMS VERIFICATION PROGRAM (CVP)</b>
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On behalf of the State, the CVP has been the major provider of comprehensive services to victims of crime in Los Angeles County by processing compensation claims filed by victims. This arrangement expedites reimbursement to crime victims and enables the County to receive timely payment for hospital and other services rendered to victims treated at County facilities. The City of Los Angeles participates in the CVP and provides services to victims of crime within the boundaries of the City of Los Angeles.

<b>Funding Agency</b>	<b>Program</b> (Fed. Grant #/State Bill or Code #)	<b>Grant Acceptance</b> <b>Deadline</b>
CALIFORNIA VICTIM COMPENSATION BOARD (CalVCB)	PENAL CODE §13835.2 et seq.	N/A

<b>Total Amount of Grant Funding</b>	<b>\$9,316,888.23</b>	<b>County Match</b>	<b>\$0</b>
<b>Grant Period</b>	<b>Begin Date:</b> <b>July 1, 2021</b>	<b>End Date:</b>	<b>June 30, 2024</b>
<b>Number of Personnel Hired Under This Grant</b>	<b>Full Time:</b> <b>30</b>	<b>Part Time:</b>	<b>3</b>

**Obligations Imposed on the County When the Grant Expires**

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

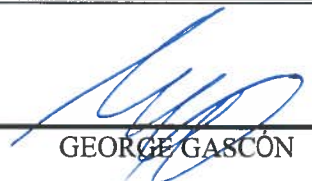
Impact of additional personnel on existing space:

None

Other requirements not mentioned above:

None

**Department Head Signature**

  
 \_\_\_\_\_  
 GEORGE GASCON

**Date**

  
 \_\_\_\_\_

1                                   **BOARD OF SUPERVISORS**  
2                                   **COUNTY OF LOS ANGELES**  
3                                   **RESOLUTION**

4                                   Accept County Contract  
5                                   with the California Victim Compensation Board  
6                                   Pursuant to California Penal Code Section 13835 et seq.

7                   **WHEREAS**, the County of Los Angeles is charged with providing vital  
8                   services in the area of courts, law enforcement, and adult and juvenile justice to  
9                   a population in excess of ten million persons; and

10                  **WHEREAS**, the County of Los Angeles Office of the District Attorney (DA)  
11                  is authorized, pursuant to Government Code Section 26500.5, to enter into an  
12                  Agreement for the receipt of Federal and/or State funding from the California  
13                  Victim Compensation Board (CalVCB) for the nature of services contemplated  
14                  herein; and

15                  **WHEREAS**, the Board of Supervisors of the County of Los Angeles,  
16                  pursuant to Penal Code Section 13835.2, has designated the DA through its  
17                  Victim-Witness Assistance Program as the major provider of comprehensive  
18                  services to victims and witnesses of crime; and

19                  **WHEREAS**, the CalVCB has allocated funds for County fiscal years  
20                  2021-22, 2022-23, and 2023-24 for the DA's Claims Verification Unit for these  
21                  specific tasks;

22                  **NOW, THEREFORE, BE IT RESOLVED**, that the Board of Supervisors of  
23                  the County of Los Angeles, hereby authorizes the DA to enter into an Agreement  
24                  for a period of thirty-six months, commencing July 1, 2021 and ending  
25                  June 30, 2024 with CalVCB for the above referenced programs;

26                  **BE IT FURTHER RESOLVED** that the Board of Supervisors of the County  
                    of Los Angeles hereby approves acceptance of funds to be used exclusively for  
                    the designated programs, which may be awarded pursuant to the attached  
                    Agreement;

**BE IT FURTHER RESOLVED** that the State funds received hereunder  
                    shall not be used to supplant local funds controlled by this body;



**BE IT FURTHER RESOLVED** that the Board of Supervisors of the County of Los Angeles hereby authorizes the DA or his designee, to serve as Project Director for said program and to execute the Agreement, on behalf of Los Angeles County, and to perform all further tasks necessary for the completion of the project, including execution and submission of amendments, progress reports, and payment requests to the Agreement.

**I DO HEREBY CERTIFY** that at a regular meeting of the Board of Supervisors of the County of Los Angeles on the \_\_\_\_\_ day of \_\_\_\_\_, 2021, the foregoing Resolution was adopted.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the seal of the Board of Supervisors of the County of Los Angeles this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

County of Los Angeles

By \_\_\_\_\_  
Chair, Board of Supervisors

APPROVED AS TO FORM  
BY COUNTY COUNSEL:

RODRIGO A. CASTRO-SILVA

By EP  
Elizabeth Pennington  
Deputy County Counsel

**AGREEMENT BETWEEN THE COUNTY OF LOS ANGELES AND THE CITY OF  
LOS ANGELES FOR THE CALIFORNIA VICTIM COMPENSATION BOARD  
CLAIMS VERIFICATION PROGRAM**

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**THIS AGREEMENT**, is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2021, in the County of Los Angeles, California, by and between the **COUNTY OF LOS ANGELES**, a County and political subdivision of the State of California (hereinafter referred to as **COUNTY**), and the **CITY OF LOS ANGELES**, a chartered municipality organized under the laws of the State of California (hereinafter referred to as **CITY**), and both of whom collectively are referred to as **PARTIES**;

**WITNESSETH**

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

**WHEREAS**, the **COUNTY** has been awarded funds in the amount of **\$9,316,888.23** for a three-year period from the **CALIFORNIA VICTIM COMPENSATION BOARD** (hereinafter referred to as CalVCB), of which **\$6,987,666.18**, or **\$2,329,222.06** for each year, will be utilized by the **COUNTY**; the remainder, **\$2,329,222.05**, or **\$776,407.35** for each year, will be allocated to the **CITY** as a subgrantee to provide completed claim verifications for the period of July 1, 2021 to June 30, 2024; and

**WHEREAS**, the **CITY** desires to continue its participation in such a program for the verification of victims' claims filed within the **CITY**; and

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

**WHEREAS**, THE **CITY** desires to continue its participation in such a

program for the verification of victims' claims filed within the **CITY**; and

**WHEREAS**, the **CITY** has the capability of providing such services;

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

1. **SCOPE OF SERVICES:**

The **CITY** shall provide services to submit and verify claims for the unreimbursed financial losses of crime victims within the boundaries of the City of Los Angeles, as set forth herein and as set forth in the **CalVCB** Agreement, which is attached hereto as Exhibit 1 and incorporated herein by reference.

2. **TIME AND PERFORMANCE:**

Said services of the **CITY** are to commence on or after July 1, 2021, and shall terminate on June 30, 2024.

3. **ADMINISTRATION OF AGREEMENT:**

A. The District Attorney of the County of Los Angeles, or his designated representative, is designated as the **COUNTY's** Project Director, who shall have full authority to act for the **COUNTY** in the administration of this Agreement consistent with the provisions contained herein.

B. The **CITY** shall designate a specific agent who shall have full authority to act for the **CITY** with regard to the **CITY's** performance pursuant to this Agreement.

C. The District Attorney's Victim-Witness Assistance Program and the City Attorney's Victim-Witness Assistance Program will adhere to all provisions set forth in the CalVCB Agreement. Should either party become aware of issues of mutual concern or conflicts, the **PARTIES** agree to meet and confer to determine the best possible resolution in

the interests of the client population the programs serve.

4. **COMPLIANCE WITH LAWS AND DIRECTIVES:**

All **PARTIES** agree to be bound by all applicable Federal, State and local laws, ordinances, regulations and directives as they pertain to the performance of this Agreement. All **PARTIES** also agree to comply with the guidelines set forth in the CalVCB Agreement.

5. **DISCRIMINATION:**

No person shall, on the grounds of race, sex, creed, color or natural origin, be excluded from participation in, be refused the benefits of, any activities, program or employment supported by this Agreement.

6. **COMPENSATION:**

In consideration of the services described herein, the **COUNTY** shall allocate to the **CITY**, as a subgrantee, an amount of money not exceeding the sum of seven hundred seventy-six thousand, four hundred-seven dollars and thirty-five cents (\$776,407.35) for each fiscal year, during the period of July 1, 2021 through June 30, 2024 which payments shall constitute full and complete compensation for the **CITY's** services under this Agreement. The **CITY** will submit invoices for their cost to the **COUNTY** on a monthly basis. The **CITY** will be paid by the **COUNTY** out of funds received from the **CalVCB**. Any such payments shall be contingent upon the availability of **CalVCB** funds and shall not be charged upon any other funds of the **COUNTY**. If the **COUNTY** does not receive the full amount promised by the **CalVCB** as set forth in this Agreement, the **CITY** acknowledges that its portion will be reduced in an amount to be solely determined by the **COUNTY**.

7. **ACCOUNTING:**

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

8. **CHANGES IN AGREEMENT AMOUNT:**

The **COUNTY** reserves the right to reduce the Agreement amount when the **COUNTY's** fiscal monitoring indicates that the **CITY's** rate of expenditure will result in unspent funds at the end of the program year. Changes in this Agreement amount will be made after consultation with the **CITY**, but are to be solely determined by the **COUNTY**. Such changes shall be effective upon written notice to the **CITY** and the **COUNTY's** Project Director.

9. **PROGRAM EVALUATION AND INSPECTION:**

The **CITY** shall make available to the **COUNTY**, the Comptroller of the State of California, the **CalVCB** and their authorized representatives for purposes of inspection and audit, any and all of its books, papers, documents, financial, and other records pertaining to the operation of this Agreement. The aforesaid records shall be available for inspection and audit during regular business hours throughout the term of this Agreement, and for a period of five (5) years after the expiration of the term of this Agreement. The **CITY** shall permit the **COUNTY** and/or the **CalVCB** and their authorized representatives to inspect and review its facilities and program operation from time to time as may be requested by the **COUNTY**, and/or the **CalVCB**. Said representatives may monitor the operations of this Agreement to assure compliance

with all applicable Federal, State and local laws and regulations. In the event that any such inspection reveals violation of any provision of this Agreement and the **CITY** fails to correct any such violation to the satisfaction of the **COUNTY** within a reasonable time, not to exceed ten (10) days, the **COUNTY** may unilaterally terminate this Agreement by giving the **CITY** ten (10) days written notice of such termination.

10. **TERMINATION AND TERMINATION COSTS:**

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

11. **INDEPENDENT STATUS:**

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

12. **ASSIGNMENT:**

No performance of this Agreement or any section thereof may be

assigned or subcontracted by the **CITY** without the express written consent of the **COUNTY** and any attempt by the **CITY** to assign or subcontract any performance of the terms of this Agreement shall be null and void and shall constitute a material breach of this Agreement.

13. **HOLD HARMLESS:**

- A. Neither the **COUNTY** nor any officer or employee thereof shall be responsible for any damages or liability occurring by reason of anything done or omitted to be done by the **CITY**, or in connection with any authority or jurisdiction delegated to the **CITY** under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, the **CITY** shall fully indemnify and hold the **COUNTY**, its officers and employees, harmless from any liability occurring by reason of anything done or omitted to be done by the **CITY** or any officer or employee thereof under or in connection with any authority or jurisdiction delegated to the **CITY** under this Agreement.
- B. Neither the **CITY**, nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by the **COUNTY** under this Agreement. It is understood and agreed that pursuant to Government Code Section 895.4, the **COUNTY** shall indemnify and hold the **CITY**, its officers and employees, harmless from any liability imposed by reason of anything done or omitted to be done by the **COUNTY**, of any officer or employee thereof, under or in connection with any authority or jurisdiction delegated to the **COUNTY** under this Agreement.

14. **MONITORING:**

The **COUNTY** shall have the authority to cause regular monitoring of

this Agreement to verify that the **CITY** is operating in accordance with the **CalVCB** Agreement and the services to be performed thereto.

15. **NOTICES:**

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

George Gascón  
District Attorney  
County of Los Angeles  
211 West Temple Street, Suite 1200  
Los Angeles, CA 90012  
Attention: Bureau of Administrative Services

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

Leela A. Kapur  
Executive Assistant City Attorney  
800 City Hall East, 8<sup>th</sup> floor  
200 N. Main Street  
Los Angeles, CA 90012

16. **AMENDMENTS AND VARIATIONS:**

This writing embodies the whole of the Agreement of the **PARTIES** hereto. There are no oral agreements not contained herein. No addition or variation of the terms of this Agreement shall be valid unless made in the form of a written amendment to this Agreement formally approved and executed by both **PARTIES**.

17. **WAIVER:**

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



waiver thereof. The rights and remedies set forth in this sub-paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

18. **ALTERATION OF TERMS:**

This writing fully expresses all understandings between the **PARTIES** concerning the matters covered herein and shall constitute the total Agreement. No addition to, or alteration of, the terms of this Agreement, whether by written or verbal understanding of the **PARTIES**, their officers, employees or agents, shall be valid and effective unless made in the form of a written amendment to this Agreement formally approved and executed by both **PARTIES**.

19. **GOVERNING LAW, JURISDICTION AND VENUE:**

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

**IN WITNESS WHEREOF**, the **COUNTY** and the **CITY** enter into this Agreement for the **CaIVCB** program to be signed by its duly authorized officers.

County of Los Angeles

By \_\_\_\_\_

GEORGE GASCÓN  
District Attorney

APPROVED AS TO FORM BY  
COUNTY COUNSEL:

RODRIGO A. CASTRO-SILVA

City of Los Angeles

By \_\_\_\_\_

MICHAEL N. FEUER  
City Attorney

By  \_\_\_\_\_  
ELIZABETH PENNINGTON  
Deputy County Counsel



GEORGE GASCÓN  
LOS ANGELES COUNTY DISTRICT ATTORNEY

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

June 8, 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:

**AUTHORIZE THE DISTRICT ATTORNEY'S OFFICE TO ACCEPT UNCLAIMED VICTIM RESTITUTION FUNDS FROM THE PROBATION DEPARTMENT FOR THE VICTIM WITNESS ASSISTANCE PROGRAM AND DIRECT THE PROBATION DEPARTMENT TO TRANSFER UNCLAIMED VICTIM RESTITUTION FUNDS TO THE DISTRICT ATTORNEY'S OFFICE ANNUALLY ON A CONTINUING BASIS (ALL DISTRICTS) (4 VOTES)**

**SUBJECT**

This Board Letter requests authority for the District Attorney's Office to accept annual transfers of Unclaimed Restitution funds from the Probation Department and directs the Probation Department to transfer Unclaimed Restitution funds to the District Attorney's Office annually on a continuing basis. Currently, Board approval is required for each annual transfer of Unclaimed Restitution funds.

**IT IS RECOMMENDED THAT YOUR BOARD:**

Authorize the District Attorney's Office to accept annual transfers of Unclaimed Restitution funds from the Probation Department on a continuing basis without the need to obtain Board approval for each transfer, and to hold the funds in an account to be used for providing comprehensive services to victims of crime.

Directs the Probation Department to transfer Unclaimed Restitution funds to the District Attorney's Office annually on a continuing basis.

**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The purpose of the recommended action is to allow the County to come into compliance with Government Code section 50050. Under Government Code section 50050, any restitution collected by the County on behalf of victims which remains unclaimed after a period of three years and after the Treasurer-Tax Collector has published required

notice, reverts to the County and may be used for victim services. This Board has recognized the District Attorney's Bureau of Victim Services as the major provider of comprehensive services to victims in the County with its Victim Witness Assistance Program. The District Attorney's Office requests Board approval to direct the Probation Department to transfer Unclaimed Restitution annually on a continuing basis without further Board approval for each annual transfer of Unclaimed Restitution funds. The recommended action will enable the District Attorney's Office to expedite the annual transfer of Unclaimed Restitution from the Probation Department to be used for providing comprehensive services to victims of crime.

### **IMPLEMENTATION OF STRATEGIC PLAN GOALS**

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

### **FISCAL IMPACT/FINANCING**

Unclaimed Restitution funds victim services in compliance with all County fiscal and procurement policies. In FY 2020-2021, the District Attorney's Office received a total of \$93,134.46 in Unclaimed Restitution from the Probation Department for the provision of victim services.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The annual transfer of Unclaimed Restitution to the District Attorney's Office, whose Bureau of Victims Services is the designated major provider of comprehensive services to victims in accordance with Penal Code section 13835.2, will bring the County into compliance with Government Code section 50050 which requires Unclaimed Restitution to be used by the County for victim services or deposited into the State's Restitution fund.

### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

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

**CONCLUSION**

Following Board approval, the District Attorney's Office shall accept the transfer of Unclaimed Restitution from the Probation Department annually on a continuing basis, and shall hold the funds in an account for the provision of victim services.

Respectfully submitted,

GEORGE GASCÓN  
District Attorney

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c: Chief Executive Officer  
Executive Officer of the Board  
County Counsel



GEORGE GASCÓN  
LOS ANGELES COUNTY DISTRICT ATTORNEY

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

June 8, 2021

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

Dear Supervisors:

**AUTHORIZE THE DISTRICT ATTORNEY'S OFFICE  
TO COMPLETE THE APPLICATION PROCESS AND ACCEPT GRANT FUNDS  
FROM THE CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES  
FOR THE VICTIM WITNESS ASSISTANCE (VW) PROGRAM  
FOR THE PERFORMANCE PERIOD  
BEGINNING OCTOBER 1, 2021 AND ENDING SEPTEMBER 30, 2022  
(ALL DISTRICTS) (3-VOTES)**

**SUBJECT**

This Board Letter requests authority for the County of Los Angeles District Attorney's Office (District Attorney) to complete the grant application process for continued grant funding for the Victim Witness Assistance (VW) Program for the performance period beginning October 1, 2021 and ending September 30, 2022. The VW program with Subaward number VW21 40 0190 is supported with federal and state funds. Federal funds are made possible through the United States Department of Justice (DOJ), Victims of Crime Act (VOCA), Victim Assistance Formula Grant Program 2019-V2-GX-0053 and 2020-V2-GX-0031 with Code of Federal Domestic Assistance (CFDA) number 16.575. State funds are made possible through the California Governor's Office of Emergency Service (Cal OES ID number 037-00000-19) pursuant to California Penal Code section 13835, Public Safety Programs, Victim Witness Assistance (VWA0) with Federal Information Processing Standard (FIPS) code number 06037-00000. Applicants are required to submit the necessary assurances and documentation with the grant application. Therefore, the District Attorney requests that the Chair sign the attached Certification of Assurance of Compliance Form as required by the grantor.

**IT IS RECOMMENDED THAT YOUR BOARD:**

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

2021 and ending September 30, 2022 in the amount of \$8,734,347. This amount includes VOCA 2019 federal funds of \$4,300,000, VOCA 2020 federal funds of \$3,547,682 and VWA0 2021 state funds of \$886,665.

2. Authorize the District Attorney to extend the long-standing sub-grantee agreement (copy attached) with the Los Angeles City Attorney's Office (LACA) for the provision of victim services within the City. Funding for the performance period of October 1, 2021 to September 30, 2022 is as follows: District Attorney shall receive \$3,225,000 in VOCA 2019 federal funds, \$2,660,762 in VOCA 2020 federal funds plus \$664,999 in VWA0 2021 state funds for total funding of \$6,550,761; LACA shall receive \$1,075,000 in VOCA 2019 federal funds, \$886,920 in VOCA 2020 federal funds plus \$221,666 in VWA0 2021 state funds for total funding of \$2,183,586 (25 percent of the total grant award) as a contract sub-grantee. The Cal OES shall waive \$806,250 VOCA 2019 and \$665,191 VOCA 2020 match requirement for this grant. Therefore, the total cost of the VW program excluding the in-kind and/or cash match is \$8,734,347.
3. Request the Chair of the Board of Supervisors to sign and affix a wet, stamp, or electronic signature to the attached Certification of Assurance of Compliance form required to complete the grant application.
4. Delegate authority to the District Attorney or designee, upon award of grant funding by Cal OES, to accept and execute the Grant Award Agreement and serve as Project Director for the program. This also includes authorization to approve subsequent amendments, modifications, and/or extensions to the Cal OES grant agreements that have no net County cost impact to the County.

#### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

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

On March 16, 2021, Cal OES released a Request for Application (RFA) for the VW program with the performance period of October 1, 2021 to September 30, 2022. The BVS is the major service provider for crime victims, their families, and witnesses in Los Angeles County and meets the eligibility requirements to apply for continuation funding. A funding chart included in the RFA designated \$8,734,347 in federal and state funding for Los Angeles County, with a local match requirement of \$1,471,441, and an option for match waiver up to 100 percent which would reduce the total program cost to \$8,734,347. All grant awards must be expended by September 30, 2022. As part of the application process, applicants are required to complete a Certification of Assurance of Compliance form which includes details regarding Federal Grant Funds, Equal

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

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

### **IMPLEMENTATION OF STRATEGIC PLAN GOALS**

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

### **FISCAL IMPACT/FINANCING**

The District Attorney's application requests grant funding in the amount of \$8,734,347 with a waived local match requirement of \$1,471,441, for a total program cost of \$8,734,347 for the performance period of October 1, 2021 to September 30, 2022. Of this amount the District Attorney shall receive \$3,225,000 in VOCA 2019 federal funds, \$2,660,762 in VOCA 2020 federal funds, plus \$664,999 in VWA0 2021 state funds for total funding of \$6,550,761 (\$6,550,671 prorated to Fiscal Year (FY) 2021-22). LACA shall receive \$1,075,000 in VOCA 2019 federal funds, \$886,920 in VOCA 2020 federal funds, plus \$221,666 in VWA0 2021 state funds for total funding of \$2,183,586 (25 percent of the total grant award) as a contract sub-grantee. The Cal OES shall waive \$806,250 VOCA 2019 and \$665,191 VOCA 2020 match requirement for this grant. Therefore, the total cost of the VW program excluding the in-kind or cash match is \$8,734,347. Funding in the amount of \$6,550,671 will be reflected in the FY 2021-22 Budget, and there is no net County cost impact associated with the proposed grant award.

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



## **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

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

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

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

## **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

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

## **CONCLUSION**

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

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

The Honorable Board of Supervisors  
June 8, 2021  
Page 5

Respectfully submitted,

GEORGE GASCÓN  
District Attorney

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Attachments

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

EXECUTIVE OFFICE – BOARD OF SUPERVISORS

**AGENDA ENTRY**

DATE OF MEETING:	JUNE 8, 2021
DEPARTMENT NAME:	DISTRICT ATTORNEY'S OFFICE
BOARD LETTERHEAD	DISTRICT ATTORNEY
SUPERVISORIAL DISTRICT AFFECTED	ALL DISTRICTS
VOTES REQUIRED	3 VOTES
CHIEF INFORMATION OFFICER'S RECOMMENDATION	NONE

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

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**Instructions:**

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

**Recommendation:**

1. Authorize the District Attorney, on behalf of the County of Los Angeles, to complete the grant application process with the California Governor's Office of Emergency Services (Cal OES) for grant funds for the performance period beginning October 1, 2021 and ending September 30, 2022 in the amount of \$8,734,347.
2. Authorize the District Attorney to extend the long-standing sub-grantee agreement with the Los Angeles City Attorney's Office (LACA) for the provision of victim services within the City. Funding for the performance period of October 1, 2021 to September 30, 2022 is as follows: District Attorney shall receive total funding of \$6,550,761 and LACA shall receive total funding of \$2,183,586 (25 percent of the total grant award) as a contract sub-grantee. The Cal OES shall waive \$806,250 VOCA 2019 and \$665,191 VOCA 2020 match requirement for this grant. Therefore, the total cost of the VW program excluding the in-kind and/or cash match is \$8,734,347.
3. Request the Chair of the Board of Supervisors to sign and affix a wet, stamp, or electronic signature to the attached Certification of Assurance of Compliance form required to complete the grant application.
4. Delegate authority to the District Attorney or designee, upon award of grant funding by Cal OES, to accept and execute the Grant Award Agreement and serve as Project Director for the program. This also includes authorization to approve subsequent amendments, modifications, and/or extensions to the Cal OES grant agreements that have no net County cost impact to the County.

Department **DISTRICT ATTORNEY'S OFFICE**

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

<b>Number of Personnel Hired Under This Grant</b>	<b>Full Time:</b>	<b>65</b>	<b>Part Time:</b>	<b>1</b>
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c.) Eliminate or reduce, as appropriate, positions/program costs funded by the grant.	Yes	<b>X</b>	No
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None

GEORGE GASCÓN

Date \_\_\_\_\_

5-5-21



## **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**  
Victims of Crime Act (VOCA) Victim Assistance Formula 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 Victims of Crime Act (VOCA) Victim Assistance Formula 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 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this 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 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.

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

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

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

4. 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 Second-Tier Subawards, including restrictions on subawards to entities that do not acquire and provide (to the Subrecipient) the unique entity

identifier required for SAM registration.

The details of the Subrecipient'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).

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

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

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

6. Compliance with General Appropriations-Law Restrictions on the Use of Federal Funds

The Subrecipient must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes.

Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2018, are set out at <https://ojp.gov/funding/Explore/FY18AppropriationsRestrictions.htm>, and are incorporated by reference here.

Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2019, are set out at <https://ojp.gov/funding/Explore/FY19AppropriationsRestrictions.htm>, and are incorporated by reference here.

Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2020, 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 Subrecipient would or might fall within the scope of an appropriations-law restriction, the Subrecipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

## 7. Reporting Potential Fraud, Waste, & Abuse

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

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: Office of the Inspector General, U.S. Department of Justice, Investigations Division, 1425 New York Avenue, N.W. Suite 7100, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Fraud Detection Office (Attn: Grantee Reporting) at (202) 616-9881 (fax).

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

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

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

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

a. In accepting this award, the Subrecipient:

- Represents that it neither requires nor has required internal confidentiality agreements or statements from employees or

contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

- Certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.
- b. If the Subrecipient does or is authorized under this award to make Subawards, procurement contracts, or both:
- It represents that (1) it has determined that no other entity that the Subrecipient's application proposes may or will receive award funds (whether through a Subaward, procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and (2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and
  - It certifies that, if it learns or is notified that any Subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

9. Encouragement of Policies to Ban Text Messaging while Driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), the Subrecipient understands that DOJ encourages Subrecipients to adopt

and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

10. OJP Training Guiding Principles

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

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

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

12. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$150,000 (for 2018 federal award) or \$250,000 (for 2019 & 2020 federal awards)

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 (\$150,000 [for 2018 federal award] currently, \$250,000 [for 2019 & 2020 federal awards]). 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> (Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$150,000 [for 2018 federal award] and exceed \$250,000 [for 2019 & 2020 federal

award]], and are incorporated by reference here.

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

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

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

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

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

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

15. VOCA Requirements

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

16. Demographic Data

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

17. Performance Reports

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

18. Access to Records

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

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

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

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

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

This condition applies with respect to any procurement of property or services that is funded (in whole or in part) by this award regardless of the dollar amount of the purchase or acquisition, the method of procurement, or the nature of any legal instrument used.

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

Consistent with the (DOJ) Part 200 Uniform Requirements -- including as set out at 2 C.F.R. 200.300 (requiring awards to be "manage[d] and administer[ed] in a manner so as to ensure that Federal funding is expended and associated programs are implemented in full accordance with U.S. statutory and public policy requirements") and 200.319(a) (generally requiring "[a]ll procurement transactions [to] be conducted in a manner providing full and open competition" and forbidding practices "restrictive of competition," such as "[p]lacing unreasonable

requirements on firms in order for them to qualify to do business" and taking "[a]ny arbitrary action in the procurement process") -- no Subrecipient may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by USDOJ.

b. Monitoring

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

c. Allowable costs

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

d. Rules of construction

- 1) The term "associate of the federal government" means any person or entity engaged or employed (in the past or at present) by or on behalf of the federal government -- as an employee, contractor or subcontractor, grant Subrecipient or - Subrecipient, agent, or otherwise -- in undertaking any work, project, or activity for or on behalf of (or in providing goods or services to or on behalf of) the federal government, and includes any applicant for such employment or engagement, and any person or entity committed by legal instrument to undertake any such work, project, or activity (or to provide such goods or services) in future.
- 2) Nothing in this condition shall be understood to authorize or require any Subrecipient or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

21. Determination of suitability to interact with participating minors

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



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

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

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

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

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

The Subrecipient must comply with all applicable requirements of 28

C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

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

The Subrecipient must comply with all applicable requirements of 28

C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

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

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

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi->

bin/ECFR?page=browse), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

25. Restrictions on "Lobbying"

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

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

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

26. Subgrant Award Report (SAR)

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

27. Effect of Failure to Address Audit Issues

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

28. Additional DOJ Awarding Agency Requirements (2018, 2019, & 2020)

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

29. Hiring Documents

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

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.

<b>CERTIFICATION</b>			
<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: <u>GEORGE GASCÓN</u></p>			
<p>Official Designee's Title: <u>DISTRICT ATTORNEY</u></p>			
<p>Date Executed: <u>5-5-21</u></p>			
<p>Federal Employer ID #: <u>95-6000927</u> Federal DUNS #: <u>781310990</u></p>			
<p>Current System for Award Management (SAM) Expiration Date: <u>JANUARY 19, 2022</u></p>			
<p>Executed in the City/County of: <u>LOS ANGELES</u></p>			
<b>AUTHORIZED BY:</b>			
<table style="width: 100%; border: none;"> <tr> <td style="width: 50%; vertical-align: top;"> <input type="checkbox"/> City Financial Officer  <input type="checkbox"/> City Manager  <input checked="" type="checkbox"/> Governing Board Chair                         </td> <td style="width: 50%; vertical-align: top;"> <input type="checkbox"/> County Financial Officer  <input type="checkbox"/> County Manager                         </td> </tr> </table>		<input type="checkbox"/> City Financial Officer <input type="checkbox"/> City Manager <input checked="" type="checkbox"/> Governing Board Chair	<input type="checkbox"/> County Financial Officer <input type="checkbox"/> County Manager
<input type="checkbox"/> City Financial Officer <input type="checkbox"/> City Manager <input checked="" type="checkbox"/> Governing Board Chair	<input type="checkbox"/> County Financial Officer <input type="checkbox"/> County Manager		
<p>Signature: _____</p>			
<p>Typed Name: <u>HILDA L. SOLIS</u></p>			
<p>Title: <u>CHAIR, COUNTY OF LOS ANGELES BOARD OF SUPERVISORS</u></p>			

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

By ER  
 Deputy

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

---

This **AGREEMENT** is made and entered into this 1st day of October, 2021, in the City of Los Angeles, California, by and between the **COUNTY OF LOS ANGELES**, a county and political subdivision of the State of California (hereinafter referred to as the **COUNTY**), and the **CITY OF LOS ANGELES**, a chartered municipality organized under the laws of the State of California (hereinafter referred to as the **CITY**), collectively referred to as the **PARTIES**;

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

**WHEREAS**, the State of California Governor's Office of Emergency Services (hereinafter referred to as **Cal OES**) has awarded the **COUNTY** funds through its Victim Witness Assistance (VW) Program in the amount of \$8,734,347 to provide Victim Witness services, of which \$6,550,761 will be utilized by the **COUNTY** and the remaining portion of \$2,183,586 will be allocated to the **CITY**, as a contract sub-grantee, for the performance period beginning October 1, 2021 and ending September 30, 2022; and

**WHEREAS**, VW program with Subaward number VW21 40 0190 is supported with federal and state funds. Federal funds are made possible through the United States Department of Justice (DOJ), Victims of Crime Act (VOCA), Victim Assistance Formula Grant Program 2019-V2-GX-0053 and 2020-V2-GX-0031 with Code of Federal

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

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

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

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

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

**1. SCOPE OF SERVICES:**

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

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

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

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

A. **Mandatory Services:**

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

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

- employer intervention
- creditor intervention

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

## **2. TIME AND PERFORMANCE:**

Said services of the **CITY** are to, and the **CITY** certifies did, commence on October 1, 2021 and shall terminate on September 30, 2022. The **COUNTY** and the **CITY** can automatically renew this **AGREEMENT** in writing for a successive one-year period contingent upon the **COUNTY** receiving sufficient grant funds from **Cal OES**.

## **3. COMPENSATION:**

In consideration of the services provided under this **AGREEMENT**, the **COUNTY** shall allocate to the **CITY**, as a contract sub-grantee, an amount not to exceed \$2,183,586 for the performance period beginning October 1, 2021 and ending September 30, 2022.

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

## **4. ADMINISTRATION OF AGREEMENT:**

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



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

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

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

12 All **PARTIES** agree to be bound by all applicable Federal, State and local laws,  
13 ordinances, regulations, and directives as they pertain to the performance of this  
14 **AGREEMENT**. All **PARTIES** agree to comply with the guidelines set forth in the Cal  
15 OES 2021 Subrecipient Handbook, which can be found at [https://www.caloes.ca.gov/](https://www.caloes.ca.gov/cal-oes-divisions/grants-management/victim-services/handbooks-reports-publications)  
16 [cal-oes-divisions/grants-management/victim-services/handbooks-reports-publications](https://www.caloes.ca.gov/cal-oes-divisions/grants-management/victim-services/handbooks-reports-publications)  
17 and which is incorporated herein to this **AGREEMENT**.

18 **6. DISCRIMINATION:**

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

22 **7. ACCOUNTING:**

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

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

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

7 **9. AUDIT PROVISIONS:**

8 The **CITY** shall comply with the Cal OES 2021 Recipient Handbook, Section  
9 8151.1 (b), in securing a financial audit. The **CITY** may budget up to one and a half  
10 percent (1.5%) of the total grant award for the financial audit cost. The **CITY** shall make  
11 available to the **COUNTY**, the Controller of the State of California, **Cal OES** and their  
12 authorized representatives for purposes of inspection and audit, any and all of its books,  
13 papers, documents, financial and other records pertaining to the operation of this  
14 **AGREEMENT**. The aforesaid records shall be available for inspection and audit during  
15 regular business hours throughout the term of this **AGREEMENT**, and for a period of  
16 five (5) years after the expiration of the term of this **AGREEMENT**.

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

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

26 ///

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

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

12. **TERMINATION AND TERMINATION COSTS:**

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

13. **INDEPENDENT STATUS:**

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

///

1 **14. ASSIGNMENT:**

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

7 **15. HOLD HARMLESS:**

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

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

25 ///

26 ///

1 **16. MONITORING:**

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

5 **17. NOTICES:**

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

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

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

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

14 **18. WAIVER:**

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

21 **19. ALTERATION OF TERMS:**

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

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

**20. GOVERNING LAW, JURISDICTION AND VENUE:**

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

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

County of Los Angeles (**COUNTY**)

City of Los Angeles (**CITY**)

By \_\_\_\_\_  
George Gascón, District Attorney

By \_\_\_\_\_  
Michael N. Feuer, City Attorney

Date: \_\_\_\_\_


Date: \_\_\_\_\_

APPROVED AS TO FORM BY  
COUNTY COUNSEL:

APPROVED AS TO FORM BY  
CITY COUNSEL:

RODRIGO A. CASTRO-SILVA

MICHAEL N. FEUER

By  \_\_\_\_\_  
Elizabeth Pennington  
Deputy County Counsel

By \_\_\_\_\_  
Barak Vaughn  
Deputy City Attorney



# **Reform and Oversight Efforts: Los Angeles County Sheriff's Department**

January to March  
2021

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## INTRODUCTION

This report describes a portion of the Office of Inspector General's monitoring, auditing, and review of activities related to the Los Angeles County Sheriff's Department that occurred from January 1, 2021, through March 31, 2021.<sup>1</sup>

## MONITORING SHERIFF'S DEPARTMENT'S OPERATIONS

### Service Comment Reports

In accordance with Sheriff's Department policies, the Sheriff's Department accepts and reviews all comments from members of the public about departmental service or employee performance.<sup>2</sup> The Sheriff's Department categorizes these comments into three categories:

- External Commendation: an external communication of appreciation for and/or approval of service provided by LASD members;
- Service Complaint: an external communication of dissatisfaction with LASD service, procedure or practice, not involving employee misconduct; and
- Personnel Complaint: an external allegation of misconduct, either a violation of law or LASD policy, against any member of LASD.<sup>3</sup>

The Office of Inspector General continues to have concerns of possible inconsistencies in the handling of these service comments such as discrepancies in the documentation, investigation, and resolution of the service comments.

The following chart lists the number and types of comments reported for each station or unit.<sup>4</sup>

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<sup>1</sup> The report will note if the data reflects something other than what was gathered between January 1, 2021 and March 31, 2021.

<sup>2</sup> See Los Angeles County Sheriff's Department, Manual of Policy and Procedures, 3-04/010.00, "Department Service Reviews."

<sup>3</sup> It is possible for an employee to get a Service Complaint and Personnel Complaint based on the same incident in question.

<sup>4</sup> This data was obtained from the Sheriff's Department's Performance Recording and Monitoring System on April 5, 2021 and reflects the data provided as of that date.

INVESTIGATING BUREAU/STATION/FACILITY	COMMENDATIONS	PERSONNEL COMPLAINTS	SERVICE COMPLAINTS
ADM : CENTRAL PATROL ADM HQ	1	0	0
ADM : DETECTIVE DIV HQ	2	0	0
ADM : SOUTH PATROL ADM HQ	2	0	0
ALD : ALTADENA STN	5	4	0
AVA : AVALON STN	0	0	1
CEN : CENTURY STN	4	14	2
CER : CERRITOS STN	4	0	1
CMB : CIVIL MANAGEMENT BUREAU	8	6	6
CNT : COURT SERVICES CENTRAL	2	2	1
COM : COMPTON STN	0	3	3
CPB : COMMUNITY PARTNERSHIP BUREAU	1	1	0
CRD : CENTURY REG DETEN FAC	0	1	0
CRV : CRESCENTA VALLEY STN	5	7	0
CSB : COUNTY SERVICES BUREAU	2	0	0
CSN : CARSON STN	2	12	2
CSS : CUSTODY SUPPORT SERVICES	1	0	0
CST : COURT SERVICES TRANSPORTATION	0	0	1
ELA : EAST LA STN	9	8	4
EOB : EMERGENCY OPER BUREAU	0	1	0
EST : COURT SERVICES EAST	1	3	0
FCC : FRAUD & CYBER CRIMES BUREAU	3	0	0
FDS : CUSTODY FOOD SERV	0	1	0
HDQ : OH SECURITY HQ	1	0	0
HOM : HOMICIDE BUREAU	1	0	1
ICI : INTERNAL CRIME INV BUR	1	0	0
IND : INDUSTRY STN	3	8	0
IRC : INMATE RECEPTION CENTER	0	1	0
LCS : LANCASTER STN	13	19	1
LKD : LAKEWOOD STN	8	4	1
LMT : LOMITA STN	12	3	1
MAR : MARINA DEL REY STN	20	6	2

INVESTIGATING BUREAU/STATION/FACILITY	COMMENDATIONS	PERSONNEL COMPLAINTS	SERVICE COMPLAINTS
MCJ : MEN'S CENTRAL JAIL	1	1	0
MLH : MALIBU/LOST HILLS STN	3	14	6
MSB : MEDICAL SERVICES BUREAU	0	1	0
MTL : METROLINK	1	1	0
NAR : NARCOTICS BUREAU	3	0	0
NCF : NORTH CO. CORRECTL FAC	2	0	0
NWK : NORWALK REGIONAL STN	7	7	6
OSS : OPERATION SAFE STREETS BUREAU	1	2	0
PER : PERSONNEL ADMIN	3	1	0
PKB : PARKS BUREAU	4	2	1
PLM : PALMDALE STN	18	23	3
PRV : PICO RIVERA STN	9	3	4
RIB : RECORDS & IDENTIFICATION	0	1	0
RMB : RISK MANAGEMENT BUREAU	1	0	0
SCV : SANTA CLARITA VALLEY STN	23	13	2
SDM : SAN DIMAS STN	12	6	0
SEB : SPECIAL ENFORCEMENT BUR	0	1	0
SIB : SHERIFF INFORMATION BUREAU	1	0	0
SLA : SOUTH LOS ANGELES STATION	8	5	2
SSB : SCIENTIFIC SERV BUREAU	3	0	0
SVB : SPECIAL VICTIMS BUREAU	1	0	0
TB : TRAINING BUREAU	1	1	0
TBS : TRANSIT BUREAU SOUTH	0	1	0
TEM : TEMPLE CITY STN	12	6	3
TSB : TRANSIT SERVICES BUREAU	1	7	1
TT : TWIN TOWERS	4	0	0
WAL : WALNUT/SAN DIMAS STN	12	2	2
WHD : WEST HOLLYWOOD STN	6	3	2
WST : COURT SERVICES WEST	0	3	1
<b>Total :</b>	<b>248</b>	<b>208</b>	<b>60</b>

## Handling of Comments Regarding the Sheriff's Department Operations and Jails

The Office of Inspector General received sixty-three new complaints in the first quarter of 2021 from members of the public, prisoners, prisoners' family members and friends, community organizations, and county agencies. Each complaint was reviewed by Office of Inspector General staff. Twenty-four of these complaints were related to conditions of confinement within the Sheriff's Department's custody facilities, as shown below:

Grievance/ Incident Classification	Totals
<b>Personnel Issue</b>	9
<b>Medical</b>	2
<b>Service</b>	
Food	1
Living Conditions	3
Mail	1
Property	7
<b>Other</b>	1
<b>Total</b>	24

Twenty-four complaints were related to civilian contacts with Sheriff's Department personnel by persons who were not in custody.

Complaint/ Incident Classification	Totals
Personnel Issue	
Discourtesy	3
Dishonesty	1
Force	3
Harassment	3
Improper Detention, Search or Arrest	1
Off Duty Conduct	2
Other	3
Service	4
Policy Procedures	2
Response Time	1
Traffic Citation	1
<b>Total</b>	24

Fifteen complaints were not about the Sheriff's Department or departmental personnel and were referred to the appropriate agency or the complainant was directed to seek legal advice.

### **Taser Use in Custody**

The Office of Inspector General has compiled the number of times the Sheriff's Department has deployed a Taser in custodial settings from January 2018, through March 2021. The numbers below were gathered from the Sheriff's Department's *Monthly Force Synopsis*, which the Sheriff's Department produces and provides to the Office of Inspector General each month.<sup>5</sup>

<b>Month</b>	<b>Number of Taser Deployments</b>
January 2018	5
February 2018	2
March 2018	7
April 2018	7
May 2018	0
June 2018	4
July 2018	6
August 2018	7
September 2018	3
October 2018	5
November 2018	3
December 2018	1
January 2019	9
February 2019	9
March 2019	5
April 2019	4
May 2019	1
June 2019	2
July 2019	6
August 2019	9
September 2019	6
October 2019	3
November 2019	6
December 2019	5
January 2020	5
February 2020	3
March 2020	3
April 2020	4
May 2020	3

<sup>5</sup> The Office of Inspector General is not opining on whether the use of the Taser in each of these incidents was permissible under the Sheriff's Department's policies and/or if the Taser was deployed lawfully.

<b><u>Month</u></b>	<b><u>Number of Taser Deployments</u></b>
June 2020	5
July 2020	1
August 2020	3
September 2020	4
October 2020	3
November 2020	3
December 2020	6
January 2021	4
February 2021	8
March 2021	3

### **Use-of-Force Incidents in Custody Division**

The Office of Inspector General monitors the Sheriff's Department's staff-on-prisoner use of force incidents, prisoner-on-prisoner violence, and assaults by prisoners on Sheriff's Department personnel. The Sheriff's Department reports the following numbers for the uses of force within its Custody Division through March of this 2021. The Sheriff's Department is still verifying the accuracy of the reporting of incidents which occurred subsequent to October 2020.

#### **Prisoner-on-staff Assaults:**

1 <sup>st</sup> Quarter of 2018	144
2 <sup>nd</sup> Quarter of 2018	173
3 <sup>rd</sup> Quarter of 2018	131
4 <sup>th</sup> Quarter of 2018	115
1 <sup>st</sup> Quarter of 2019	122
2 <sup>nd</sup> Quarter of 2019	132
3 <sup>rd</sup> Quarter of 2019	164
4 <sup>th</sup> Quarter of 2019	136
1 <sup>st</sup> Quarter of 2020	131
2 <sup>nd</sup> Quarter of 2020	91
3 <sup>rd</sup> Quarter of 2020	111

Prisoner-on-prisoner Assaults:

1 <sup>st</sup> Quarter of 2018	871
2 <sup>nd</sup> Quarter of 2018	905
3 <sup>rd</sup> Quarter of 2018	988
4 <sup>th</sup> Quarter of 2018	881
1 <sup>st</sup> Quarter of 2019	769
2 <sup>nd</sup> Quarter of 2019	794
3 <sup>rd</sup> Quarter of 2019	858
4 <sup>th</sup> Quarter of 2019	709
1 <sup>st</sup> Quarter of 2020	717
2 <sup>nd</sup> Quarter of 2020	496
3 <sup>rd</sup> Quarter of 2020	560

Use-of-force Incidents:

1 <sup>st</sup> Quarter of 2018	546
2 <sup>nd</sup> Quarter of 2018	592
3 <sup>rd</sup> Quarter of 2018	530
4 <sup>th</sup> Quarter of 2018	452
1 <sup>st</sup> Quarter of 2019	501
2 <sup>nd</sup> Quarter of 2019	478
3 <sup>rd</sup> Quarter of 2019	525
4 <sup>th</sup> Quarter of 2019	431
1 <sup>st</sup> Quarter of 2020	386
2 <sup>nd</sup> Quarter of 2020	274
3 <sup>rd</sup> Quarter of 2020	333

**The Sheriff's Department's Use of Unmanned Aircraft Systems**

The Sheriff's Department reports that it deployed one of its Unmanned Aircraft Systems (UAS) five times between January 1, 2021, and March 31, 2021. The UAS was deployed on January 8, 2021, to assist Palmdale Station in responding to a call of an assault with a deadly weapon, with a suspect barricaded in a residence. The UAS was flown inside the location and utilized to clear the residence, which was inaccessible by other technology. With the assistance of the UAS, the Sheriff's Department was able to locate the suspect, who was deceased.

On January 22, 2021, the Sheriff's Department assisted Alhambra Police Department in a call of an assault with a deadly weapon, in which the suspect barricaded himself in the residence. The UAS was utilized to fly into and clear the

apartment, as it was not accessible with other technology. The suspect was found and taken into custody.

On January 23, 2021, the Sheriff's Department's bomb technicians responded to a location regarding a post-blast investigation. Video revealed that one of the fleeing suspects threw an object on the rooftop. The UAS was utilized to clear the rooftop of any secondary devices prior to a manual approach. The UAS showed the rooftop was clear of any dangerous objects and the investigators could proceed with the investigation.

On February 10, 2021, the UAS was deployed to assist Palmdale Station regarding an armed suspect who was holding a hostage and threatening to shoot the hostage with a rifle. Soon after the UAS team arrived at the location, the hostage was released; however, the suspect was still barricaded within the residence. The UAS searched the interior of the garage and a bedroom to try and locate the suspect. Once the suspect was located, chemical agents were sent into the home and the suspect surrendered and was taken into Sheriff's Department custody.

On March 9, 2021, the UAS was deployed to Walnut Station regarding an armed suspect who had barricaded himself in his vehicle. The suspect was eventually taken into custody.

### **Deputy-Involved Shootings**

The Office of Inspector General reports on all deputy-involved shootings in which a deputy intentionally fired a firearm at a human being or intentionally or unintentionally fired a firearm and a human being was injured or killed as a result. This quarter there were five incidents in which people were shot or shot at by Sheriff's Department personnel. Office of Inspector General staff responded to each of these deputy-involved shootings. Four people were struck by deputies' gunfire, two of them fatally. There was one unintentional discharge that injured a fellow deputy.

The information contained in the following summaries of shootings is based on information provided by the Sheriff's Department and is preliminary in nature. While the Office of Inspector General receives information at the walk-through at the scene of the shooting, preliminary memoranda with summaries, and by attending a Critical Incident Review, the statements of the deputies and witnesses are not provided. The Sheriff's Department does not permit the monitoring of its investigations of deputy-involved shootings and does not comply with lawful requests for documentation of these investigations.



**Altadena:** The Sheriff's Department reported that on January 10, 2021, at approximately 4:04 p.m., several citizens standing outside of a store flagged down a deputy. The citizens pointed to a male white who was shirtless and armed with a knife and reported that he had stabbed a person who was lying on the sidewalk east of the store.

After stopping his patrol car, the deputy radioed for emergency assistance. The male suspect ran up to the side of the patrol car and struck the passenger side window with the knife several times. Two deputies arrived to assist the deputy with taking the suspect into custody. As the suspect charged at the deputies with the knife raised, the deputies together fired a total of thirteen rounds, striking the suspect several times. The suspect was pronounced dead at the scene. A knife was recovered.

In accordance with the protocols of the Family Assistance Program, the Department of Mental Health was notified in order to provide services to the suspect's family. The shooting was captured on video by a civilian witness. At the time of this incident, body-worn cameras were not yet deployed at the Altadena station.

**Norwalk:** The Sheriff's Department reported that on February 12, 2021, at approximately 6:07 p.m., two deputies in their patrol car saw a male Hispanic driving erratically. The male Hispanic threw an object from his window that caught their attention. The deputies attempted to stop the vehicle, but the suspect refused to yield. A second deputy car joined to assist in the pursuit of the suspect. The pursuit lasted for about one mile before the suspect stopped his car and ran from the deputies. The three deputies gave chase. The suspect attempted to enter a security gate at a location. The lead deputy at that time shot the suspect. The Sheriff's Department is still conducting its investigation as to why the deputy shot the suspect. The suspect was struck twice in his lower torso. He was transported to the hospital and treated for his injuries.

A loaded firearm was recovered from the area where the deputies saw the suspect throw an object out of the window.

**Industry:** The Sheriff's Department reported that on February 16, 2021, at approximately 7:25 p.m., a deputy observed a vehicle traveling at a high rate of speed. The deputy attempted to catch up to the vehicle and discovered it had collided into a utility pole. The deputy exited his patrol vehicle and saw the driver, a male Hispanic, was still seated in the driver's seat. The deputy ordered the suspect to exit the vehicle; the suspect ignored the commands. The deputy drew his Taser and continued to order the suspect to comply, firing his taser once. When the

suspect produced a handgun, the deputy armed himself with his duty weapon and fired it at the suspect but did not hit him.

The suspect walked away from his vehicle and threw his handgun against the wall of a building. The deputy followed the suspect while attempting to detain him at gunpoint and was finally able to after the suspect tripped. A second deputy arrived on scene and was able to assist with handcuffing the suspect and taking him into custody. The suspect was treated for injuries caused by the vehicle collision. A weapon was recovered from the location where the suspect was seen tossing it.

A partial video of the incident was captured by a civilian and was shared on social media. The deputy involved in the shooting was equipped with a body-worn camera but did not activate it until after the shooting. The second deputy on scene activated his body-worn camera but did not arrive on scene until after the suspect was detained.

**Special Enforcement Bureau:** The Sheriff's Department reported that on March 4, 2021, a deputy unintentionally discharged a weapon while handcuffing a suspect during the service of a search warrant accidentally shooting a fellow deputy in the calf.

**East Los Angeles:** The Sheriff's Department reported that on March 14, 2021, at approximately 1:50 p.m., East Los Angeles Sheriff's Station received a call from a woman, stating her brother was suicidal and armed with a knife. Deputies were dispatched to the area and located a male Hispanic seated in a vehicle parked in front of his family's residence. The male exited the vehicle armed with a kitchen steak knife. A Mental Evaluation Team (MET) was requested and assigned to respond to the scene. As the deputies waited for MET, they repeatedly commanded the suspect to drop the knife, but their commands were ignored. As he paced on the sidewalk, the male repeatedly told deputies to shoot him. Deputies struck him with a stunbag shotgun after which the male began to advance towards the deputies while still armed with the knife. At that time, six deputies shot a total of 20 rounds at the male.

The male was transported to the hospital, where he was pronounced dead. In accordance with the protocols of the Family Assistance Program, the Department of Mental Health was notified in order to provide services to the suspect's family.

According to information provided by the Sheriff's Department, all the involved deputies were equipped with body-worn cameras and the incident was recorded by each of the cameras.

**East Los Angeles:** The Sheriff's Department reported that on March 31, 2021, at approximately 8:50 p.m., deputies responded to a family disturbance call. The caller reported that their brother, a twenty-five-year-old male Hispanic, Isaias Cervantes, reportedly assaulted their mother and a crisis counselor who was assisting him with his mental health issues. Deputies entered the family home and contacted Mr. Cervantes in the family room of the location. Deputies attempted to handcuff Mr. Cervantes, who at the time was sitting on the couch and did not appear to be combative. As the deputies attempted to handcuff him, Mr. Cervantes turned toward one of the deputies. The deputies report that he gouged the deputy's eyes while attempting to remove the deputy's firearm from his holster. The deputy yelled to his partner deputy that Mr. Cervantes was attempting to remove his firearm from his holster, at which point his partner deputy shot Mr. Cervantes one time in the torso below his left armpit.

Mr. Cervantes was taken to the hospital, where he was listed in critical condition. The family reports that he may be paralyzed.<sup>6</sup> The two deputies were equipped with body-worn cameras; however, only part of the incident was captured on video as it appears the cameras became dislodged during the struggle just before the shooting. The Sheriff's Department released video from the body-worn cameras on April 21, 2021.

Because the call was coded as a family disturbance call and not as a mental health related call, the Mental Evaluation Team (MET) was not summoned to the scene. The caller specifically mentioned that Mr. Cervantes was causing the disturbance because he was having a mental health crisis; the caller requested that he be taken to a hospital. Field Operations Directive 16-003<sup>7</sup> governs procedures for handling calls involving a person who may be mentally ill. Such procedures require that a field sergeant be assigned to and respond to the scene and that the MET be notified. The procedures for responding and contacting MET differ depending on the immediacy of the danger but the policy is clear that notification to both the field sergeant and the MET be made. In this incident, because the call was coded as a family disturbance, neither the MET nor a field sergeant were notified to respond to the scene. Had the proper notifications been made, a field sergeant would have been on scene to assist and MET would have responded and taken the lead on the handle. When deputies arrive on scene and await MET, the deputies are trained to establish a verbal containment by speaking with the mentally ill individual but not to physically intervene unless it becomes necessary. The Office of Inspector General has recommended that the Sheriff's Department revise Field Operations Directive

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<sup>6</sup> Tchekmedyan, Alene, "Family of autistic man says deputies were warned of his disabilities before shooting," Los Angeles Times, April 7, 2021. <https://www.latimes.com/people/alene-tchekmedyan>. (Accessed April 30, 2021.)

<sup>7</sup> Los Angeles Sheriff's Department Field Operations Directive 16-003

16-003 to include considerations and accommodations for individuals with developmental disabilities, in addition to those with mental illness, and that all units receive additional training or briefings regarding appropriate dispatch codes for calls requiring MET responses. The Sheriff's Department has committed to working with the Office of Inspector General to ensure that any necessary policy revisions are made, and necessary supplemental training or briefings are conducted.

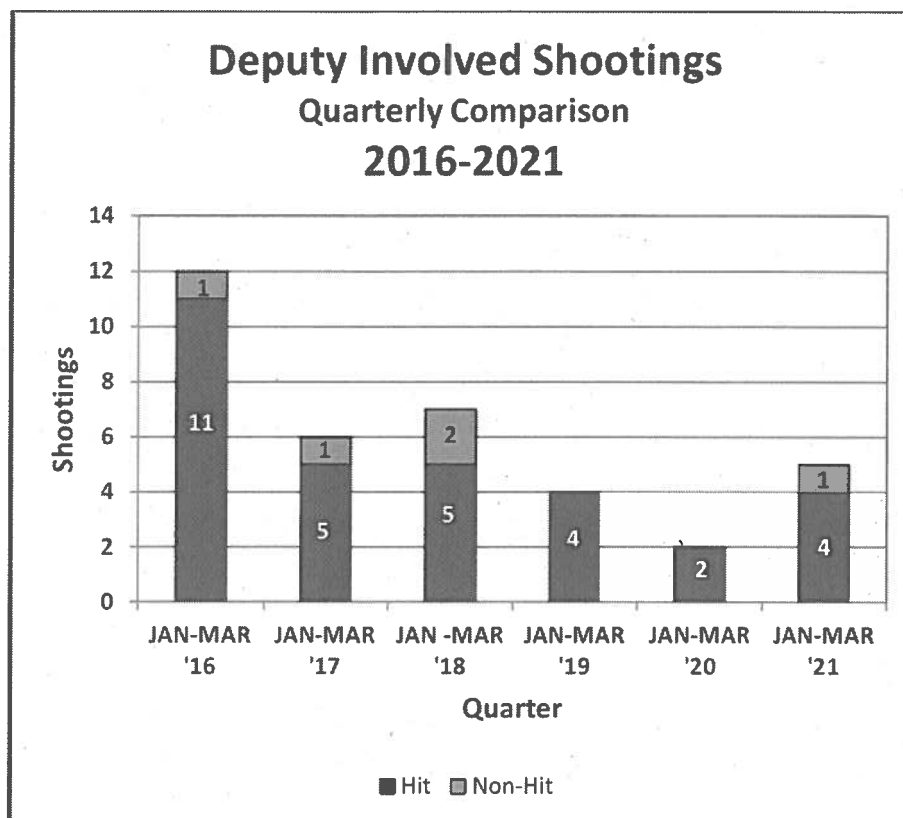
Another concern arising from this incident, are the treatment of the family following the shooting and continuing thereafter. In the video of the incident released by the Sheriff's Department, a family member can be heard trying to calm Mr. Cervantes and by doing so assist the deputies. Yet when the family member asks that her mother be able to attend to her other son who has cerebral palsy, the deputies refuse them access, yell at the woman to get out of the house, and you can hear her saying, "you don't have to put your hands on me."<sup>8</sup>

At the Civilian Oversight Commission meeting on April 22, 2021, the President of Disability Voices United, Judy Mark, mentioned that the Cervantes family told her that the deputies placed his mother in the back of a patrol car following the incident, would not let her go to the hospital and instead took her to the police station, and that the family was not permitted to visit Mr. Cervantes in the ICU; according to Ms. Mark, it was only after obtaining a lawyer that the Sheriff's Department allowed the family to visit him. Ms. Mark reported that the family feels harassed and intimidated by the Sheriff's Department since the time of the shooting, telling her that deputies have repeatedly pulled their vehicles into the driveway of their home and stayed seated in their patrol vehicle while parked there.

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<sup>8</sup> Critical Incident Briefing - Deputy Involved Shooting - East Los Angeles Station 03/31/21 - YouTube starting at minute 15:40.

## Comparison to Prior Years<sup>9</sup>



## District Attorney Review of Deputy-Involved Shootings

The Sheriff's Department's Homicide Bureau investigates all deputy-involved shootings in which a person is injured. The Homicide Bureau submits the completed investigation of each deputy-involved shooting in which a person has been injured and which occurred in the County of Los Angeles, to the Los Angeles County District Attorney's Office (LADA) for review and possible filing of criminal charges.

Between January 1, 2021, and March 31, 2021, the LADA did not issue any findings on deputy-involved shooting cases involving the Sheriff's Department's employees.

## Homicide Bureau's Investigation of Deputy-Involved Shootings

<sup>9</sup> Unintentional discharges are not included in this chart.

The Homicide Bureau is responsible for conducting the investigation of all deputy-involved shootings, regardless of category, in which a person is injured or killed. After completing its investigation, the Homicide Bureau submits its investigation to the LADA for consideration of filing criminal charges. If the LADA declines to file the case, the Sheriff's Department's Internal Affairs Bureau (IAB) completes a force review to determine whether Sheriff's Department personnel violated any policies during the incident.

For the present quarter, the Homicide Bureau reports 17 shooting cases involving the Sheriff's Department personnel are currently open and under investigation. The oldest case the Homicide Bureau is still actively investigating is the March 5, 2020 shooting that occurred in Palmdale. For further information as to that shooting, please refer to the Office of Inspector General's *Reform and Oversight Effort: Los Angeles Sheriff's Department, January to March 2020* report.<sup>10</sup> The oldest case that the Bureau has open is a 2016 shooting in Compton, which has been sent to the LADA's office and awaiting a filing decision.

This quarter, the Sheriff's Department reports it has sent 8 cases involving deputy-involved shootings to the LADA for filing consideration.

### **Internal Criminal Investigations Bureau**

The Sheriff's Department's Internal Criminal Investigations Bureau (ICIB) reports directly to Division Chief and Commander of Professional Standards Division

As of March 31, 2021, the Sheriff's Department reports ICIB has 73 active cases. This quarter, the Sheriff's Department reports sending ten cases to the LADA for filing consideration. In addition to the ten cases referred to LADA this quarter, the LADA is still reviewing fifteen other cases for a total of 25 cases currently under review. Eighteen cases are in the arraignment, pre-trial, or trial stage. The remaining thirty cases are still actively under investigation by ICIB. The oldest open case that ICIB has submitted to the LADA for filing consideration is a 2017 case, which was presented to LADA in 2018 and is still being reviewed.

### **Internal Affairs Bureau**

The Internal Affairs Bureau (IAB) is responsible for conducting administrative investigations of policy violations by Sheriff's Department members. It is also responsible for responding to and investigating deputy-involved shootings and significant use-of-force cases. Administrative investigations are also conducted at

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<sup>10</sup> [https://oig.lacounty.gov/Portals/OIG/Reports/2020-1st%20QTR%20Reform%20and%20Oversight\\_200601.pdf?ver=2020-06-09-105124-783](https://oig.lacounty.gov/Portals/OIG/Reports/2020-1st%20QTR%20Reform%20and%20Oversight_200601.pdf?ver=2020-06-09-105124-783)

the unit level. The subject's unit and IAB determine whether an investigation is investigated by IAB or remains a unit-level investigation.

This quarter, the Sheriff's Department reports opening 116 new administrative investigations. Of these 116 cases, 40 were assigned to IAB, 53 were designated as unit-level investigations, and 23 were entered as criminal monitors. In the same period, IAB reports that 85 cases were closed by IAB or at the unit level. There are 377 pending administrative investigations. Of those 377 investigations, 241 are assigned to IAB and the remaining 136 are pending unit-level investigations.

### **Civil Service Commission Dispositions**

There were three final decisions issued by the Civil Service Commission this quarter. Of those three, two reduced the Sheriff's Department's discipline and one upheld the discipline.

### **Deputies Covering Their Names at Protests**

Around November 26, 2020, allegations surfaced in social and news media that Sheriff's Department deputies were covering the cloth name tags on their uniforms or covering their employee numbers during some interactions with the public.<sup>11</sup> It is a requirement that uniformed peace officers wear a badge, nameplate, or other device that identifies the officer by name or identification number. The covering of a deputy's name without wearing a badge or other device that identifies the deputy is a violation of law. Based on the information provided by the Sheriff's Department, the deputies who covered their name tags at a November 26<sup>th</sup> protest at the Twin Towers Correctional Facility (TTCF) violated the law and Sheriff's Department policy.

At least one social media post included video of deputies with their name tags covered with tape during the response to the November 26, 2020, protest over the arrest of Emanuel Padilla at the Twin Towers Correctional Facility.

A few days after this video appeared, Sheriff Alex Villanueva addressed instances during which some deputies covered their name tags, condoning such practices citing dangers to law enforcement personnel by people who were posting deputies'

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<sup>11</sup> City News Service, "L.A. County Sheriff's deputies accused of covering badges at protest," The Antelope Valley Times, November 29, 2020. <https://theavtimes.com/2020/11/29/l-a-county-sheriffs-deputies-accused-of-covering-badges-at-protest/> (Accessed March 9, 2021); and Queally, James, Twitter Post, November 26, 2020, 4:06 p.m. James Queally on Twitter: "Dear @LASDHQ: Explain, please? -- The guy working the Thanksgiving night shift at the L.A. Times. <https://t.co/YD65FnT9cW>" / Twitter



personal identifying information on social media.<sup>12</sup> The Sheriff's Department released an official statement shortly after, echoing Sheriff Villanueva's statements as follows: "[s]ome activists have engaged in doxing LASD employees, publishing their addresses and harassing sworn members in an unlawful attempt to intimidate them. The Department is working on an identification code that complies with state law while ensuring the safety of our first responders."<sup>13</sup>

"Doxing," which is "a derivation of the phrase 'document tracing,' is the act of scouring the Internet [sic] for an individual's personal data, usually for a malicious purpose....doxing has become more akin to social protest, using publicly available information to identify individuals with the goal of publicly sharing or exposing their personal details."<sup>14</sup> Protesting government officials at their homes is technically not doxing. While it is understandable that the Sheriff's Department wants to protect its employees, it must do so while still obeying the law.

California Penal Code section 830.10 governs what identification law enforcement must display. Section 830.10 states, "[a]ny uniformed peace officer shall wear a badge, nameplate, or other device which bears clearly on its face the identification number or name of the officer." The Sheriff's Department MPP codified this law into departmental policy in section 3-03/070.95, which states:

When any special clothing item is worn by a sworn member while on-duty, whether or not the item is listed in this chapter, and the item has a permanent marking identifying the wearer as a Deputy Sheriff, Penal Code section 830.10 requires the wearer to clearly display his name or badge number.

The Sheriff's Department conducted an internal inquiry into the November 26<sup>th</sup> protest and the Office of Inspector General requested that the Sheriff's Department provide all information related to that inquiry, including all reports generated and any video relating to the protest and the Sheriff's Department response to the protest. The Sheriff's Department provided a nineteen-page summary (Summary) of its internal inquiry. No video or reports were provided.

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<sup>12</sup> Tcekmedyan, Alene and Queally, James, "L.A. County sheriff says deputies can conceal their names during protest," Los Angeles Times, December 2, 2020. <https://www.latimes.com/california/story/2020-12-02/la-sheriff-says-deputies-can-conceal-names-protests>. (Accessed March 9, 2021).

<sup>13</sup> CNS, "LA County Sheriff's Deputies Accused of Covering Badges at Protest," NBC Los Angeles, November 29, 2020. <https://www.nbclosangeles.com/news/local/la-county-sheriffs-deputies-accused-of-covering-badges-at-protest/2472823/> (Accessed March 9, 2020).

<sup>14</sup> Goodrich, Ryan, "What is Doxing," TechNews Daily, April 2, 2013. <https://web.archive.org/web/20141029095609/http://www.technewsdaily.com/17590-what-is-doxing.html>. (Accessed March 9, 2021).



According to the Summary, on November 25, 2020, at 10:05 p.m., a Sheriff's Department crime analyst emailed the jails' operation staff of a planned "Free Eman Thanksgiving Potluck" event which was to take place on November 26, 2020, at 1:00 p.m. The protest, as publicized, was to take place "across the street from the TTCF emergency/delivery vehicles entrance and Metro driveway on Vignes." In the email, the analyst stated the event was being shared on social media "by several fellow protesters of Emanuel Padilla #6054640, who was arrested at Sheriff Villanueva's home on 11/18. We [the Sheriff's Department] have not found any online chatter advocating for rioting or other illegal activity at this time." The analyst's email was forwarded to the Custody Emergency Operations Center.

On December 3, 2020, the commander in charge of conducting the inquiry into this incident (Inquiry Commander), spoke to a TTCF lieutenant, who was acting as the watch commander on November 26, 2020. The position of watch commander is usually staffed by a lieutenant. In addition to other duties, the watch commander is in charge and supervises the unit/station when the captain is unavailable or off.<sup>15</sup> In the Summary, the Inquiry Commander does not state whether or not he spoke to the captains of any of the custodial facilities in regards to this inquiry.<sup>16</sup> The TTCF watch commander stated that on November 26<sup>th</sup>, he was unaware of any planned protest near to the jail facilities. The TTCF watch commander stated he spoke to fellow watch commanders at the Inmate Reception Center (IRC) and Men's Central Jail (MCJ), who also had not been notified of any planned civil protest close to the jail grounds. The Emergency Operations Center, which usually coordinates and updates facilities of such matters in real time, was not providing any information as to the group of protesters congregating near the custodial facilities. Since the watch commanders had not heard anything from the Emergency Operations Center, they did not feel the protest required a law enforcement response.

The watch commanders' opinions changed when the group of protesters moved to the courtyard in front of TTCF. Due to the group's proximity to the jails, the MCJ watch commander decided the protest required a response. In their interviews, both the MCJ watch commander and the TTCF watch commander noted recent vandalism of jail property, but it is unclear from the Summary if that is what prompted the MCJ watch commander to respond to the group of protesters or if something else the group did caused him concern.<sup>17</sup> The MCJ watch commander

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<sup>15</sup> "Los Angeles County Sheriff's Department Volunteer Manual," p. 3.

<https://www.theiacp.org/sites/default/files/all/k-m/LASDVolunteerManual.pdf> (Accessed March 10, 2021).

<sup>16</sup> The Summary does not include any statements made by any captains of the facilities. No reason is provided as to why the watch commanders were spoken to instead of the captain.

<sup>17</sup> On February 17, 2020, the Office of Inspector General asked the Sheriff's Department for the police reports identified in the Summary documenting the vandalism that had occurred on jail property. The Sheriff's Department

stated his "goal was to maintain public safety while allowing protesters to legally demonstrate peacefully." When the group moved locations, the MCJ Watch Commander ordered a lock down of MCJ and initiated MCJ's Emergency Response Team (ERT). The Summary does not note why the proximity of the group demanded such a response. No personnel interviewed made any mention of the protesters exhibiting any violent or criminal behavior.

Per the TTCF watch commander, after MCJ deployed its ERT, he followed suit and deployed TTCF's ERT. The Summary does not include a statement from the IRC watch commander but notes that IRC activated its ERT as well. The Summary does not state how many ERT members responded to the incident. MCJ and TTCF watch commanders stated they did not order personnel to cover their names. Both watch commanders did report that since at least September or October of 2020 they were aware of personnel covering their names on their uniforms with tape. One of the watch commanders noted he had duct tape in his office for that very reason, but stated he never directed personnel to cover their names. Both watch commanders cited recent "doxing" incidents as the motivation behind why they believed deputies covered the names on their uniforms. One of the watch commanders opined that deputies implemented this practice after hearing of similar practices by the Sheriff's Response Teams (SRT). The Summary does not state if either watch commander saw deputies place duct tape on their badges prior to the deputies responding to the protesters at the November 26, 2020 protest.

Per MPP Section 5-06/150.00, SRT "respond to pre-planned and spontaneous events...to restore public order by the use of highly skilled and disciplined personnel comprised of a broad base of Sheriff's personnel." Sheriff's Department personnel told the Office of Inspector General, that each unit within the Sheriff's Department is required to have at least one SRT representative housed within it. SRT responds to a myriad of scenarios, notably including crowd and riot control, and as "[a]ugmentation of jail emergency response teams in the event of a significant jail riot or disturbance."<sup>18</sup> The Inquiry Commander spoke to a sergeant who worked as TTCF's SRT representative and was also part of TTCF's ERT who responded to this incident. The sergeant stated SRT began covering badges due to an incident involving a member of the SRT who had his personal information posted on social media, shortly after which his home was vandalized. This is the only specific "doxing" incident referenced in the Summary.

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has not responded to the Office of Inspector General's request. Per the Summary, the vandalism occurred on June 12, 2020. The Summary states the Sheriff's Department personnel found "F#%k (edited for decorum) the Cops" spray painted on the front doors of IRC and "187 ON A COP" spray painted on the MCJ employee parking lot wall. No other incidents of vandalism were referenced in the Summary.

<sup>18</sup> See MPP Section 5-06/150.10, "Sheriff's Response Team Functions and Missions."

In the Summary, several of the interviewed personnel pointed to "doxing" as the motivation for the deputies covering their names; yet none of the deputies pointed to any policies addressing under what circumstances badges or name tags, or other identifying information could be covered. Nor did any deputy discuss whether doxing was pervasive, or a significant problem. The Office of Inspector General has repeatedly asked the Sheriff's Department for specific information on all deputies who the Sheriff's Department knows have been subjected to such "doxing" incidents. As of writing this report, the Sheriff's Department has only disclosed the name of the above-mentioned employee whose home was vandalized in October 2020. The Sheriff's Department has not provided any police reports as to this particular "doxing" incident. In addition to the above mentioned requests, on February 17, 2021, the Office of Inspector General asked the Sheriff's Department for any complaints it has fielded in regards to personnel covering their names or badge numbers, unit orders and/or policies regarding doxing, and when the Sheriff's Department first became aware of a "doxing" incident. The Sheriff's Department has not provided this information.

On November 27, 2020, the day after the protest, a chief of custody sent an email to all custody command staff. In his email, the chief stated he understood personnel's concern of doxing, but reminded his staff that per California Penal Code section 830.10, Sheriff's Department personnel must at least have their badge numbers visible when they opt to cover their names. The chief also forwarded the command staff an email from the Assistant Sheriff of Patrol. In the forwarded email (which has no date on it), the Assistant Sheriff states the "Top 5" management<sup>19</sup> were made aware of several doxing incidents, including a situation where the Sheriff was subjected to "doxing." The Assistant Sheriff wrote:

Previously, the TOP 5 was made aware of "DOXING" concerns from deputies assigned to MFF [Mobile Field Force] and SRT duties. A significant threat was identified where protestors were in search of the personal identification information of deputies performing their duties at civil unrest events. Once deputies were identified their personal information was targeted by radicals.

He goes on to write:

This modification concerning the wear [sic] of a badge and name plate for patrol personnel is only a temporary modification to our protocols and not to be used in routine field activities.

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<sup>19</sup> It is unclear from the e-mail and the Summary who make up the "Top 5" management members that Assistant Sheriff Gross refers to in his e-mail.

Based on such incidents, the "Top 5" management authorized MFF and SRT deputies to cover their names, but badge numbers had to still be visible to comply with the law. It is unclear how this order went from MFF and SRT, to other deputies in the field, who engaged in similar behavior. Nor does it state the time period for this temporary modification or what constitutes non-routine field activities where deputies are permitted to block out their names. Neither the email nor the Summary provides information as to how Sheriff's Department management came to the conclusion "protestors were in search of the personal identification information of deputies performing their duties at civil unrest events." From the items provided to the Office of Inspector General, there only seems to be one prior instance of a possible "doxing" occurring.<sup>20</sup>

At the conclusion of the inquiry into the response to the November 26<sup>th</sup> TTCF protest, the Incident Commander reported that he believed the personnel who responded to the incident were attempting to protect themselves from possible "doxing" incidents when they covered their names. Additionally, some of those interviewed stated that some deputies did mark an alternative identifying number on their helmets and that there was a record of the assignment of those numbers. While this does not satisfy Penal Code section 830.10, it was an attempt to record the actions of the deputies in such a way that they could be identified. Because the motivation for covering their names was to avoid being doxed, the Incident Commander found that none of the parties broke any laws or violated Sheriff's Department policy when they covered their names. This is not true. While the Sheriff's Department appears to have tacitly permitted the covering of names, the law and departmental policy clearly require that a name, badge number, or other identifying information be displayed on the deputy's person. Despite finding that there was no violation of law or policy, the Incident Commander sent an email to all custody commanders to ensure future compliance with California Penal Code section 830.10 and the MPP, requiring deputies to write their badge numbers on the tape if they cover their names. The Inquiry Commander also noted the November 26, 2020 incident suffered from a lack of central command. He recommended the Emergency Operations Center take control and designate an incident commander to coordinate responses during future protests.<sup>21</sup>

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<sup>20</sup> The Sheriff has made claims, as is re-iterated in the Assistant Sheriff's e-mail, that he has been the subject of "doxing," too, since protesters had congregated and protested in front of his home.

<sup>21</sup> An Assistant Sheriff discussed with Office of Inspector General staff that the handling of protests by the public is not something commonly handled by custody command staff. The lack of leadership on Thanksgiving Day may partly be explained by this. Unit Order 3-16-022, which was distributed on March 22, 2021, designates an incident commander for outside facility responses in an effort to coordinate future responses to protests at custody facilities. The incident commander rotates based on the shift and facility. For the AM shift the incident commander is the watch commander at IRC, for the PM shift the watch commander at MCJ, and for the EM (early morning) shift it is the watch commander at TTCF.

As a result of the investigation into this incident, on March 22, 2021, the Sheriff's Department Custody Services Division issued Unit Order 3-16-022. This unit order authorizes the use of unique identifying numbers in lieu of names in certain situations. This unit order complies with Penal Code section 830.10. The unit order states in part:

This alternative method of identification, substituting badge numbers instead of name tags, is only to be used during emergencies or unusual occurrences, including but not limited to, civil unrest, protests, major disasters, and large-scale criminal activity (i.e. "flash mob").

The MCJ Training Units shall be responsible for ensuring white adhesive numbers are used for the purposes of displaying employees' badge numbers on the front and back of their Department-issued duty helmets in a clearly visible manner. All personnel who respond outside the facility shall be responsible for affixing numbers to their helmets prior to the deployments. The numbers shall be one inch tall and bright white in color.

Only disposable, black, adhesive rectangular strips shall be used for the purpose of covering name tags on outerwear.... If Class A uniform is being worn, name plates should be removed.

This unit order applies only to the Custody Services Division and not to the SRT or any other division.

### **Active Bystander for Law Enforcement (ABLE)**

There has been a national movement to adopt policies and programs that train officers in how and when to intervene when a fellow officer uses improper force or violates policy. Analyses of the data from departments which have adopted peer intervention policies and training indicate that it reduces unnecessary harm to both officers and civilians, reduces risks of lawsuits, improves community relations, and also improves the morale, health and well-being, and job satisfaction of the law enforcement officers.

Active Bystander for Law Enforcement (ABLE) is a national peer intervention training program developed by a group affiliated with the Georgetown Law School based upon the principles and practices implemented at the New Orleans Police Department. ABLE teaches law enforcement agencies strategies and tactics and

provides practical steps to ensure all employees know how to effectively engage in peer intervention. This program emphasizes changing the culture of a law enforcement agency from the top down. Before an agency can enroll officers in such a program, it is a mandatory requirement that the leader of the organization – whether it be the appointed Chief or an elected Sheriff, or any other departmental leader – buy into the program. Once the program gets the buy-in from the leader of the organization, ABLE will work with the organization to ensure that all law enforcement personnel are trained on peer intervention.

In New Orleans the ABLE peer intervention training was deployed and implemented under the name, “Ethical Policing is Courageous,” or EPIC. EPIC educates, empowers, and supports the officers on the streets to play a meaningful role in “policing” one another. EPIC is not a “tell on your partner” program. EPIC is a program which teaches officers how to intervene to stop a wrongful action before it occurs. It imparts to officers tools so that they can speak up and say to their partners, colleagues, and even their managers, “what you are about to do is wrong; it will hurt someone and it will hurt you, your family, and your career.”<sup>22</sup> By training officers in such a fashion, officers are better prepared and able to intervene in situations before something dire happens.

In October 2020, the Office of Inspector General recommended to a member of the Sheriff’s Department command staff that the Sheriff’s Department enroll in the ABLE training program. An email detailing the ABLE program’s philosophy and enrollment requirements was sent to that department member. While initially there was an expressed interest in the program, there have been no further discussions about ABLE between the Office of Inspector General and the Sheriff’s Department. Since the time the Office of Inspector General suggested the training, California state legislators have considered making peer intervention, and specifically ABLE a Peace Officers Standards and Training (POST) requirement. On February 17, 2021, California State Assembly Member, Carlos Villapudua, introduced a bill to amend Penal Code section 13519.10<sup>23</sup>, which relates to the training of peace officers. The proposed assembly bill specifically identifies and names the ABLE training as a model that all peace officers should incorporate into their training. Communities are asking law enforcement agencies to avail themselves and train their personnel in peer intervention programs. The Sheriff’s Department should not wait for a law or an act directing them to enroll in ABLE. Data shows peer intervention can save lives

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<sup>22</sup> Subject to Debate, A Newsletter of the Police Executive Research Forum, Vol. 30, No. 2, July to September 2016. [https://www.policeforum.org/assets/docs/Subject\\_to\\_Debate/Debate2016/debate\\_2016\\_julsep.pdf](https://www.policeforum.org/assets/docs/Subject_to_Debate/Debate2016/debate_2016_julsep.pdf).

<sup>23</sup> 2021-2022 California Legislature Regular Session, “An Act to Amend Section 13519.10 of the Penal Code, relating to peace officer training,” Assembly Bill No. 931, introduced by Assembly Member Villapudua on February 17, 2021, Bill Text - AB-931 Peace officer training: duty to intercede. (ca.gov).



and help communities; it is incumbent upon the Sheriff's Department to incorporate such training for all deputies.

## **CUSTODY DIVISION**

### **Handling of Prisoner Grievances**

The Sheriff's Department is still in the process of working on installing tablets in all jail facilities to capture information related to prisoner requests and, eventually, prisoner grievances. There is a total of 165 installed iPads. There are 31 iPads at Century Regional Detention Facility (CRDF), 49 iPads at Men's Central Jail (MCJ), and 85 iPads at Twin Towers Correctional Facility (TTCF). The Sheriff's Department is reporting that all iPads in MCJ are currently down and there is insufficient staffing to complete planned upgrades. There are currently 17 devices down for repair or replacement at CRDF. The Sheriff's Department reports that moving to Windows based tablets is under consideration in order to rectify compatibility issues and ease other connectivity concerns. The Sheriff's Department reports that prisoners have accessed the iPads to obtain information on 234,846 occasions between January 1, 2021, and March 31, 2021.

As reported in the Office of Inspector General's January 2018 *Reform and Oversight Efforts: Los Angeles County Sheriff's Department* report, the Sheriff's Department implemented a policy restricting the filing of duplicate and excessive prisoner grievances.<sup>24</sup> The Sheriff's Department reports that between January 1, 2021, and March 31, 2021, seven prisoners were restricted from filing 32 grievances under this policy.

### **In-Custody Deaths**

Between January 1, 2021, and March 31, 2021, 15 individuals died while under the care and custody of the Sheriff's Department. Of these 15 decedents, two died at TTCF, three died at MCJ, one died at North County Correctional Facility (NCCF), one died at a station jail, and eight died in the hospitals to which the decedents had been transported.

Office of Inspector General staff attended the Custody Services Division Administrative Death Reviews for each of the 15 in-custody deaths.

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<sup>24</sup> See Los Angeles County Sheriff's Department, *Custody Division Manual*, 8-04/050.00, Duplicate or Excessive Filings of Grievances and Appeals, and Restrictions of Filing Privileges.

The following summaries, arranged in chronological order, provide brief descriptions of each in-custody death:

On January 4, 2021, an individual at TTCF was reportedly discovered unresponsive during a Title-15 safety check. Emergency aid was rendered, paramedics were called, but the individual was pronounced dead at the scene.

On January 5, 2021, an individual at TTCF's Correctional Treatment Center was reportedly discovered unresponsive during a Title-15 safety check. Emergency aid was rendered, paramedics were called, but the individual was pronounced dead at the scene.

On January 8, 2021, deputies were alerted to an individual at MCJ in need of medical attention. While escorting the individual to the clinic, the individual suffered a medical emergency. Deputies and medical personnel rendered emergency aid, paramedics were called, but the individual was pronounced dead at the scene.

On January 10, 2021, an individual died at (Los Angeles County Medical Center) LCMC after being transported from TTCF on January 2, 2021, for a higher level of care.

On January 10, 2021, an individual died at LCMC after being transported from TTCF on December 20, 2020, for a higher level of care.

On January 12, 2021, an individual died at LCMC after being transported from MCJ on December 18, 2020, for a higher level of care.

On January 22, 2021, an individual died at LCMC after being transported from TTCF on January 7, 2021, for a higher level of care.

On January 23, 2021, an individual was reportedly discovered by deputies in a cell at MCJ during what was described as a suicide attempt. Deputies and medical personnel rendered emergency aid, paramedics were called, but the individual was pronounced dead at the scene.

On February 16, 2021, an individual at the Palmdale Station Jail was reportedly discovered during what was described as a suicide attempt. Emergency aid was rendered, paramedics were called, but the individual was pronounced dead at the scene.



On February 18, 2021, an individual died at LCMC after being transported from TTCF's Correctional Treatment Center on February 12, 2021, for a higher level of care.

On March 12, 2021, an individual was reportedly discovered by deputies in a cell at MCJ during what was described as a suicide attempt. Deputies and medical personnel rendered emergency aid, paramedics were called, but the individual was pronounced dead at the scene.

On March 14, 2021, deputies were alerted to an individual at NCCF having a medical emergency. Deputies and medical personnel rendered emergency aid, paramedics were called, but the individual was pronounced dead at the scene.

On February 27, 2021, an individual was reportedly discovered by deputies in a cell at MCJ during what was described as a suicide attempt. Deputies and medical personnel rendered emergency aid until paramedics arrived and transported the individual to LCMC. The individual died on March 20, 2021.

On March 25, 2021, an individual died at LCMC after being transported from MCJ on March 21, 2021, for a higher level of care after experiencing a medical emergency.

On March 31, 2021, an individual died at LCMC after being transported from MCJ on March 17, 2021, for a higher level of care.

### **Other Deaths**

Between January 1, 2021, and March 31, 2021, two individuals died under circumstances which do not fit within the current categorical definition of in-custody deaths but were under the care and custody of LASD when the condition which resulted in their deaths first became apparent.

Office of Inspector General staff attended the Critical Incident Review for each of these deaths.

The following summaries provide a brief description of the circumstances surrounding these deaths:

On February 12, 2021, deputies from Temple Station responded to a call for service and subsequently arrested an individual at the location following a use of force. The individual began to experience a medical emergency while inside the jail booking area. Deputies rendered emergency aid, paramedics were called, but the individual was pronounced dead at the scene.

On March 21, 2021, deputies from Walnut Station responded to a call for service and subsequently arrested an individual at the location following a use of force. The individual began to experience a medical emergency. Deputies rendered emergency aid, paramedics were called, but the individual was pronounced dead at the scene.

### **In Custody Sexual Assault by a Custody Assistant**

A custody assistant has been criminally charged with three felony offenses for sexually assaulting a female being held at a station jail following her arrest. At the time of the assault, several of the cameras at the facility were inoperable resulting in there being no working camera facing the cell where the female was being held. There was no Prison Rape Elimination Act (PREA) signage posted in the station jail area, nor was there an assigned PREA Compliance Sergeant to conduct jail station audits. According to the Sheriff's Department, since the time of the assault, a new camera system has been installed at the facility that allows for better monitoring by supervisors. The Sheriff's Department reports that PREA signage is now posted at the station in both English and Spanish and that personnel at the station were briefed on the standards and regulations of PREA, with an emphasis on the importance of prevention, detection, and the ability to report any sexual misconduct. The Sheriff's Department indicates that it has a list of qualified applicants for the PREA Compliance Sergeant but to the Office of Inspector General's knowledge, that position has not been filled.

### **Office of Inspector General Site Visits**

The Office of Inspector General normally conducts site visits and inspections at The Sheriff's Department's' custodial facilities to identify matters requiring attention. Since the Los Angeles County Safer at Home Order issued on March 19, 2020, the Office of Inspector General has limited site visits. In the first quarter of 2021, Office of Inspector General personnel completed 15 site visits inside LASD's NCCF, MCJ, TTCF, and CRDF. Office of Inspector General staff have been closely monitoring LASD's and Correctional Health Services' (CHS's) response to the COVID-19 pandemic and following up on concerns raised by the public. As part of the Office of Inspector General's jail monitoring, Office of Inspector General staff attended 75 Custody Services Division executive and administrative meetings and met with division executives for 81 monitoring hours related to COVID-19 as well as general conditions.

## CITIZENS' COMMISSION ON JAIL VIOLENCE UPDATES

### *CCJV Recommendation 3.12: The Department should purchase additional body scanners*

The Sheriff's Department continues to operate body scanners at MCJ, CRDF, Pitchess Detention Center (PDC) North, PDC South, NCCF, and Inmate Reception Center (IRC).

According to the Sheriff's Department's records, from January 1, 2021, to March 31, 2021, 201 prisoners refused to go through the body scanners across all applicable facilities. As previously reported, the Sheriff's Department reported that it no longer records the reasons for such refusals because the data did not contribute significant feedback towards the goal of reducing strip searches since the primary reason for refusals is jail politics.

