



FESIA A. DAVENPORT
Chief Executive Officer

County of Los Angeles
Chief Executive Office

PUBLIC SAFETY CLUSTER AGENDA REVIEW MEETING

DATE: Wednesday, September 22, 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. NONE**
- 4. PRESENTATION/DISCUSSION ITEM(S):**
 - A. Board Letter:**
AUTHORIZE THE CHIEF PROBATION OFFICER AND DISTRICT ATTORNEY TO ENTER INTO A SUBAWARD SERVICES AGREEMENT WITH THE CITY OF LOS ANGELES FOR REIMBURSEMENT FOR COMMUNITY LAW ENFORCEMENT AND RECOVERY PROGRAM PARTICIPATION
Speaker(s): Robert Smythe and Howard Wong (Probation) Michael Enomoto and Michael Yglecias (DA)
 - B. Board Letter:**
APPROVE SOLE SOURCE AMENDMENT NUMBER TEN TO EXTEND AGREEMENT 77655 WITH PUBLIC COMMUNICATIONS SERVICES, INCORPORATED, FOR INMATE TELEPHONE SYSTEM AND SERVICES
Speaker(s): Kimberly Unland and Irma Santana (Sheriff's)
 - C. Board Briefing:**
PUBLIC SAFETY DEPARTMENT'S BUDGET BRIEFING
Speaker(s): Rene Phillips and Staff (CEO)

Wednesday, September 22, 2021

- D. Board Briefing:
ALTERNATIVES TO INCARCERATION (ATI) BRIEFING
Speaker(s): Songhai Armstead (ATI)
- E. Board Briefing:
CIVILIAN OVERSIGHT COMMISSION (COC) AND OFFICE OF INSPECTOR
GENERAL BRIEFING
Speaker(s): Brian Williams (COC) and Max Huntsman (OIG)

5. PUBLIC COMMENTS

6. ADJOURNMENT

CLOSED SESSION

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

Joseph Charles Evans v. County of Los Angeles, et al.
United States District Court Case No. 2-19-CV-00793-MWF

Department: Sheriff's

7. UPCOMING ITEM(S):

- A. Board Letter:
SUBRECIPIENT AGREEMENT WITH THE CITY OF LOS ANGELES FOR
SECURING THE CITIES SUSTAINMENT PROGRAM
Speaker(s): Eric Fox (Sheriff's)
- B. Board Letter:
APPROVAL OF EXPENDITURE INCREASE TO CONTRACT NO. 78641 WITH
HELICOPTER SUPPORT, INC., DBA SIKORSKY COMMERCIAL, INC.
Speaker(s): Theresa Barrera and Jon O'Brien (Fire)
- C. Board Briefing:
DIVISION OF JUVENILE JUSTICE (DJJ) TRANSITION COMMITTEE BRIEFING
Speaker(s): Adam Bettino (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



ADOLFO GONZALES
Chief Probation Officer

COUNTY OF LOS ANGELES PROBATION DEPARTMENT

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



October 5, 2021

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

Dear Supervisors:

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

SUBJECT:

This is to request that your Board authorize the Chief Probation Officer and District Attorney to execute and enter into a Subaward Services Agreement (SSA) with the City of Los Angeles (City) for Fiscal Year (FY) 2019-20. Execution of the SSA is required in order to claim grant funding from the City to compensate the County for the participation, during the 2019-2020 FY, of the Probation Department and the District Attorney in the Community Law Enforcement and Recovery (CLEAR) Program, a multi- agency gang intervention project funded by the United States Department of Justice, FAIN #2019-DJ-BX-0862, CFDA #16.738, in accordance with the City's CLEAR Program requirements.

JOINT RECOMMENDATION WITH THE DISTRICT ATTORNEY THAT YOUR BOARD:

1. Authorize the Chief Probation Officer and District Attorney to execute and enter into an SSA substantially similar to Attachment I with the City in the amount of \$719,735.36, to reimburse the County for CLEAR Program services provided during FY 2019-20 by the County of Los Angeles Probation Department (\$250,488.00) and the County of Los Angeles District Attorney (\$469,247.36) at nine (9) CLEAR sites: Northeast, Newton, Southeast, Southwest (Baldwin Village), Hollenbeck/Ramona Gardens, Hollenbeck/Boyle Heights, Foothill, Rampart, and 77th Street for the period of July 1, 2019 through June 30, 2020. The CLEAR Program is funded from the Fiscal Year (FY) 2019 Edward Byrne Memorial Justice Assistance Grant Program (JAG 19).

Rebuild Lives and Provide for Healthier and Safer Communities

2. Delegate authority to the Chief Probation Officer and the District Attorney, or their designees, to serve as Project Directors for their respective segments of the CLEAR Program and to approve any subsequent amendments, modifications, and/or extensions of the SSA that do not increase the net County cost of the program.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

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

IMPLEMENTATION OF STRATEGIC PLAN GOALS

Approval of the recommended 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 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 SSA for FY 2019-20 authorizes reimbursement from JAG 19 for the period of July 1, 2019 through June 30, 2020 for the CLEAR activity completed at nine (9) CLEAR sites: Northeast, Newton, Southeast, Southwest (Baldwin Village), Hollenbeck/Ramona Gardens, Hollenbeck/Boyle Heights, Foothill, Rampart, and 77th Street. Under the FY 2019-20 SSA, the City will provide the County a total of \$719,735.36 as follows: \$250,488.00 to Probation to partially fund salaries and employee benefits for nine (9) existing Deputy Probation Officer II positions and \$469,247.36 to the DA to partially fund salaries and employee benefits for nine (9) Deputy District Attorney III positions, respectively. These revenues were included in each respective County Department's FY 2019-20 Final Adopted Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The CLEAR Program is a multi-jurisdictional program that has brought together law enforcement, government, and community agencies in an effort to rid neighborhoods of street gang violence since 1998. On May 6, 2008, your Board adopted the Chief Executive Officer's recommendations to avoid retroactive agreements, but services required under the CLEAR Program have been provided by the County, in anticipation of the County ultimately being reimbursed through grants funded by JAG 19. However, despite working with the City to ensure timely reimbursement payments, delays still exist primarily because of the lengthy process to negotiate JAG funding allocations and the City's delays in preparation and approval of the SSA.

Honorable Board of Supervisors

October 5, 2021

Page 3 of 3

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

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

IMPACT ON CURRENT SERVICES (OR PROJECTS):

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

Respectfully submitted,

ADOLFO GONZALES
CHIEF PROBATION OFFICER

GEORGE GASCÓN
DISTRICT ATTORNEY

AG:TH:JK:mm

c: Executive Officer
Chief Executive Office
County Counsel



SUBAWARD SERVICES AGREEMENT

Subrecipient: The County of Los Angeles

Title: Community Law Enforcement and Recovery (CLEAR) Program
FY 2019 Edward Byrne Memorial Justice Assistance Grant
(JAG)

City Contract Number _____

TABLE OF CONTENTS

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

EXHIBITS

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

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

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

I. GENERAL INFORMATION

§1.1 Federal Award Information

The “Federal award” (as such term is defined in the Code of Federal Regulations (“CFR”), 2 CFR §200.38, and used in this Agreement) is the Fiscal Year (FY) 2018 Edward Byrne Memorial Justice Assistance Grant Program, FAIN #2019-DJ-BX-0862, CFDA #16.738, Federal Award Date September 24, 2019. This is not a “Research & Development” award as defined in 2 CFR §200.87 and 200.331, and there is no “indirect cost rate” for this federal award as defined in 2 CFR §200.56 and 200.331.

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

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

§1.2 Subaward Information and Period of Performance

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

Subaward amount:	\$719,735.36
Grant Award Period of Performance (“Term”):	October 1, 2018 to September 30, 2022
Subaward Expenditure Period:	July 1, 2019 to June 30, 2020

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

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

§1.3 Parties and Notice

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

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

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

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

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

§1.4 Authorities

The Los Angeles City Council and the City's Mayor have accepted the Federal award and have authorized the City to execute this Agreement (C.F. #20-1120; 12/28/2020)

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

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

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

II. SUBAWARD TERMS AND CONDITIONS

§2.1 Summary of Requirements

By executing this Agreement, Subrecipient hereby agrees that it shall comply with all terms and conditions set forth in this Agreement, which includes all guidance, regulations and requirements (collectively, “Requirements”) of the Federal awarding agency that are applicable to a recipient and/or subrecipient of a Federal award or grant. Such Requirements are set forth in the following documents and incorporated herein by this reference: (1) The most recent edition of the Department of Justice Grants Financial Guide as posted on the OJP website (“DOJ Grants Financial Guide”), (2) the most recent edition of the Office of Justice Programs Financial Guide and Procurement Procedures Guide (collectively, the “OJP Financial Guide”), (3) The Edward Byrne Memorial Justice Assistance Grant (JAG) Program Fiscal Year 2019 Local Solicitation (“JAG Solicitation”), (4) The DOJ Special Conditions for the FY 2019 JAG Program Grant (“DOJ Special Conditions”), (5) The DOJ Certified Standard Assurances (“DOJ Standard Assurances”) and (6) the cost principles, uniform administrative requirements and audit requirements for federal grant programs as housed in Title 2, Part 200 of the Code of Federal Regulations (“CFR”) and in updates issued by the Office of Management and Budget (“OMB”) on <http://www.whitehouse.gov/omb/>.

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

§2.2 City Administrative Requirements

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

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

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

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

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

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

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

§2.3 DOJ Requirements

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

Notwithstanding the foregoing, the City shall not require compliance with (i) Special Condition 9 in the DOJ Special Conditions, which is the subject of pending litigation; and (ii) Special Conditions 31 – 41 in the DOJ Special Conditions, and the requirement for the City to submit answers to the “Information regarding Communication with the Department of Homeland Security (DHS) and/or Immigration and Customs Enforcement (ICE)” in the JAG Solicitation, which, have been enjoined by the United States District Court. (See also Department of Justice’s “Legal Notices Pertaining to FY 2019 awards,” declining to enforce Special Conditions 9 and 31 – 41, available at: <https://www.ojp.gov/microsite-subpage/legal-notices>). For reference, the DOJ Special Conditions and the DOJ Standard Assurances are both attached hereto as Exhibit A and incorporated herein. Some of these Requirements are set forth below in this Section 2.3.

- A. Subrecipient agrees that the Subaward funds received will not be used to supplant State or local funds, but will be used to increase the amounts of

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

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

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

- B. Subrecipient shall comply with the requirement of 31 U.S.C. Section 3729-3730, which sets forth that no subgrantee, recipient or subrecipient of federal funds or payments shall submit a false claim for payment and reimbursement. Subrecipient agrees to be subject to the administrative remedies as found in 31 U.S.C. Section 3801-3812 for violations of this requirement. Further, Subrecipient shall comply with the provisions set forth in **Condition #26** of the DOJ Special Conditions, pertaining to reporting potential fraud, waste, abuse and similar misconduct.
- C. Subrecipient shall comply with the provisions set forth in **Condition #24** of the DOJ Special Conditions pertaining to restrictions on lobbying. Subrecipient understands and agrees that it cannot use any Subaward funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without express prior written approval of the Federal awarding agency. Further, Subrecipient shall comply with the provisions of the Anti-Lobbying Act (18 U.S.C. § 1913). In connection thereto, Subrecipient hereby certifies that:
 - 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of Subrecipient, to any person for influencing or attempting to influence an officer or employee of an agency, a

Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

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

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

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

4. Have not within a three-year period preceding this Agreement had one or more public transactions (Federal, State, or local) terminated for cause or default.
- E. Subrecipient shall comply with **Condition #14** pertaining to prohibited conduct related to trafficking in persons. The details of Subrecipient's obligations related to prohibited conduct can be found at: <https://www.ojp.gov/funding/explore/prohibitedconduct-trafficking>.
- F. Subrecipient shall comply with all applicable requirements of 28 CFR Part 42, specifically including any applicable requirements in Subpart E of 28 CFR Part 42 that relate to an equal employment opportunity program.

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

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

- G. Subrecipient shall assist the City and DOJ in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of Subaward funds. In connection thereto, Subrecipient acknowledges and agrees to comply with the provisions obligating a "grantee" as set forth in **Condition #55** of the DOJ Special Conditions. Further, Subrecipient shall comply with **Assurance #6** of the DOJ Standard Assurances, which relates to compliance with the National Historic Preservation Act of 1966, the Archaeological and Historical Preservation Act of 1974, the National Environmental Policy Act of 1969, and 28 CFR Parts 61 (NEPA) and 63 (floodplains and wetlands)
- H. Subrecipient agrees to comply with the provisions set forth in **Condition #43** of the DOJ Special Conditions, which requires Subrecipient to comply with the applicable provisions of the Federal Funding Accountability and Transparency Act of 2006 ("FFATA"). Further, Subrecipient shall assist the City in complying with any reporting requirements for this Subaward in connection with FFATA.

- I. Subrecipient must collect, maintain and provide to the City and DOJ data that measure the performance and effectiveness of activities funded by this Subaward, in the manner and within the timeframes specified in the JAG Solicitation or as otherwise specified by DOJ. Subrecipient shall comply with any DOJ grant monitoring guidelines, protocols, and procedures, and to cooperate with all DOJ and City grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. Further, Subrecipient agrees to provide DOJ and the City all documentation necessary to complete monitoring tasks, including documentation related to any subawards made with Subaward funds and to abide by reasonable deadlines set by DOJ and the City for providing the requested documents. Failure to cooperate with such grant monitoring activities may result in sanctions affecting Subrecipient's DOJ awards.
- J. Subrecipient shall comply with the Grantor's Global Justice Information Sharing Initiative guidelines and recommendations for this Subaward. Subrecipient shall conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at https://it.ojp.gov/gsp_grantcondition. Subrecipient shall document planned approaches to information sharing and describe compliance to the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.
- K. To avoid duplicating existing networks or IT systems in any initiatives funded by DOJ for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, any such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless Subrecipient can demonstrate to the satisfaction of DOJ that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

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

- L. Subrecipient hereby makes the certifications and representations set forth in **Condition #27** of the DOJ Special Conditions regarding non-disclosure agreements and related matters and shall comply with provision set forth in such **Condition #27**.

- M. Subrecipient shall comply with the provisions set forth in **Condition #23** of the DOJ Special Conditions relating to applicable requirements of 28 CFR Part 38 (Partnerships with Faith-Based and Other Neighborhood Organizations).
- N. Subrecipient shall comply with the requirements of 28 CFR Part 46 and all Office of Justice Programs policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.
- O. Subrecipient shall comply with all confidentiality requirements of 34 U.S.C. 10231 and 28 CFR Part 22 that are applicable to the collection, use and revelation of data or information. Subrecipient shall submit a Privacy Certificate that is in accord with requirements of 28 CFR Part 22 and, in particular, §22.23.
- P. Subrecipient agrees to comply with all applicable laws, regulations, policies and guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences, meetings, trainings, and other events, including the provision of food and/or beverages at such events, and costs of attendance at such events (more information available in the DOJ Grants Financial Guide). Subrecipient agrees that any training or training materials developed or delivered with these Grant funds must adhere to the *OJP Training Guiding Principles for Grantees and Subgrantees*, available at <http://www.ojp.usdoj.gov/funding/ojptrainingguidingprinciples.htm>.
- Q. Subrecipient shall establish safeguards to prohibit employees from using their positions for a purpose that constitutes, or presents the appearance of personal or organizational conflict of interest or personal gain. Subrecipient shall comply with all Federal and State conflict of interest laws and regulations.
- R. Subrecipient acknowledges and understands that, pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages the Subrecipient to adopt and enforce policies banning its employees from text messaging while driving any vehicle during the course of performing work funded by this Subaward, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

- S. Subrecipient agrees that, within One Hundred and twenty (120) days of receiving Subaward funds, for any law enforcement task force funded with these Subaward funds, the task force commander, agency executive, task force officers, and other task force members of equivalent rank, will complete required online (internet-based) task force training to be provided free of charge through DOJ's Center for Task Force Integrity and Leadership. This training will address task force effectiveness as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. Additional information will be provided by DOJ regarding the required training and access methods via DOJ's web site and the Center for Task Force Integrity and Leadership (<https://www.centf.org>).

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

- T. Subrecipient agrees to comply with any additional requirements that may be imposed during the Subaward Period of Performance if the Federal awarding agency determines that the Subrecipient is a "high-risk" grantee.
- U. Subrecipient acknowledges and shall comply with the provisions regarding (1) procurement transactions and necessary approvals as set forth in **Condition #12** of the DOJ Special Conditions, (2) the use of Subaward funds for consultant rates in excess of \$650 per day as set forth in **Condition #53** of the DOJ Special Conditions, (3) the purchase and acquisition of items that are listed on the Prohibited Expenditure List and the Controlled Expenditure List as more fully set forth in **Condition #63** of the DOJ Special Conditions.
- V. Subrecipient hereby gives the City, the Federal awarding agency, and the Government Accountability Office, through any authorized representative, access to and the right to examine all paper or electronic records related to this Subaward.

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

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

§2.4 Uniform Requirements for Federal Awards

Subrecipient acknowledges that this Subaward is a “Federal award” as such term is defined in 2 CFR §200.38 and that Subrecipient’s use of this Subaward is subject to the uniform administrative requirements, cost principles, and audit requirements for Federal awards which are codified in 2 CFR Part 200 (the “Uniform Requirements”). Subrecipient agrees that it is considered a “non-Federal entity” and a “subrecipient” as such terms are defined in 2 CFR §§200.69 and 200.93, respectively. Thus, Subrecipient hereby agrees to comply with, and be subject to, all provisions, regulations and requirements applicable to a “subrecipient” and a “non-Federal entity” as set forth in the Uniform Requirements. Further, Subrecipient agrees that the City and DOJ are each a “pass-through entity” as such term is defined in 2 CFR §200.74 and that each of them shall have the rights and remedies of a “pass-through entity” in relation to this Subaward and Subrecipient as set forth in the Uniform Requirements. Without limitation, some of these Uniform Requirements are set forth below in this Section 2.4.

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

D. Financial Management and Internal Controls

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

- E. In the event this Subaward requires cost sharing or matching of funds from Subrecipient, Subrecipient shall comply with the cost sharing and matching requirements set forth in 2 CFR §200.306.

F. Subrecipient shall comply with the requirements relating to program income as more fully set forth in 2 CFR §200.307.

G. Property Standards

When property (real, tangible or intangible) is, in whole or in part, improved, developed, purchased or otherwise acquired with Subaward funds, Subrecipient shall comply with the regulations set forth in 2 CFR §§200.310 through 200.316 ("Property Regulations"). These Property Regulations include, without limitation, provisions related to the following:

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

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

H. Procurement and Contracting Regulations

When procuring and/or contracting for property and/or services that are to be paid or reimbursed by any amount of Subaward funds, Subrecipient

shall comply with all regulations applying to “non-Federal entities” as set forth in 2 CFR §§200.318 through 200.326 (the “Procurement Regulations”). These Procurement Regulations include, without limitation, provisions requiring the following:

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

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

I. Financial and Performance Monitoring and Reporting

Subrecipient shall comply with the monitoring requirements for a non-Federal entity as set forth in 2 CFR §200.328, which requires the Subrecipient to oversee the operations of its activities supported by the Grant and monitor such activities to assure compliance with applicable Federal requirements and performance expectations are being achieved. Further, Subrecipient shall comply with the financial and performance reporting requirements for a non-Federal entity as set forth in 2 CFR §§200.327 to 200.329 and any other reporting requirements that may be promulgated by the Federal awarding agency, DOJ or the City in

accordance with such regulations. Such reporting requirements include, without limitation, the provision of any information required for the assessment or evaluation of any activities funded by the Subaward and the reporting of information related to real property in which the Federal government retains an interest.

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

J. Record Retention and Access

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

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

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

K. Cost Principles

Subrecipient shall comply with the cost principles for federal awards as set forth in 2 CFR Part 200 Subpart E (“Cost Principles”). Subrecipient acknowledges and agrees that any costs incurred by Subrecipient may only be charged to or reimbursed by Subaward funds if it is incurred in compliance with all Requirements for the Subaward and is also deemed allowable and allocable under the Subaward in accordance with the provisions set forth in the Cost Principles.

L. Audit Requirements

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

M. Closeout and Post Closeout

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

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III. STANDARD PROVISIONS

§3.1 Independent Party

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

§3.2 Construction of Provisions and Titles Herein

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

§3.3 Applicable Law, Interpretation and Enforcement

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

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

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

§3.4 Integrated Agreement

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

§3.5 Excusable Delays

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

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

§3.6 Breach

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

§3.7 Prohibition Against Assignment or Delegation

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

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

§3.8 Indemnification

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

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

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

§3.9 Subcontractor Assurances

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

§3.10 Remedies for Noncompliance

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

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

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

§3.11 Termination

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

§3.12 Amendments

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

§3.13 Complete Agreement

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

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

<p>APPROVED AS TO FORM: MICHAEL N. FEUER, City Attorney</p> <p>By _____ Deputy City Attorney</p> <p>Date _____</p>	<p>For: THE CITY OF LOS ANGELES ERIC GARCETTI, Mayor</p> <p>By _____ Eric Garcetti, Mayor Mayor's Office of Public Safety</p> <p>Date _____</p>
<p>ATTEST:</p> <p>HOLLY L. WOLCOTT, City Clerk</p> <p>By _____ Deputy City Clerk</p> <p>Date _____</p>	
<p>APPROVED AS TO FORM: RODRIGO A. CASTRO-SILVA, County Counsel</p> <p>By <u>EP</u> Deputy County Counsel</p> <p>Date <u>5/18/21</u></p>	<p>For: THE COUNTY OF LOS ANGELES, a political subdivision of the State of California</p> <p>By _____ George Gascón, District Attorney</p> <p>Date _____</p>
<p>ATTEST:</p> <p>By _____ County Clerk</p> <p>Date _____</p>	<p>By <u>Adolfo Gonzales</u> Adolfo Gonzales, Chief Probation Officer</p> <p>Date <u>08.10.2021</u></p> <p>[SEAL]</p>

City Business License Number: _____

Internal Revenue Service ID Number: _____

Council File/OARS File Number: C.F. 20-1120; Date of Approval: 12/28/2020

City Contract Number: _____

EXHIBIT A



OMB APPROVAL NUMBER 1121-0140

EXPIRES 05/31/2019

U.S. DEPARTMENT OF JUSTICE

CERTIFIED STANDARD ASSURANCES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(10) If the Applicant applies for and receives a DOJ award under the STOP School Violence Act program, I assure as required by 34 U.S.C. § 10552(a)(3), that it will maintain and report such data, records, and information (programmatic and financial) as DOJ may reasonably require.


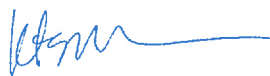

I acknowledge that a materially false, fictitious, or fraudulent statement (or concealment or omission of a material fact) in this certification, or in the application that it supports, may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273),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



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

Grant

PAGE 1 OF 29

1. RECIPIENT NAME AND ADDRESS (Including Zip Code) City of Los Angeles 200 N. Spring Street SW Mezzanine, Rm. M175 Los Angeles, CA 90012-3239		4. AWARD NUMBER: 2019-DJ-BX-0862	
		5. PROJECT PERIOD: FROM 10/01/2018 TO 09/30/2022 BUDGET PERIOD: FROM 10/01/2018 TO 09/30/2022	
2a. GRANTEE IRS/VENDOR NO. 956000735		6. AWARD DATE 09/24/2019	7. ACTION Initial
2b. GRANTEE DUNS NO. 069928349		8. SUPPLEMENT NUMBER 00	
3. PROJECT TITLE FY 19 Local JAG Program		9. PREVIOUS AWARD AMOUNT \$ 0	
		10. AMOUNT OF THIS AWARD \$ 2,386,696	
		11. TOTAL AWARD \$ 2,386,696	
12. SPECIAL CONDITIONS THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S).			
13. STATUTORY AUTHORITY FOR GRANT This project is supported under FY19(BJA - JAG State and JAG Local) Title I of Pub. L. No. 90-351 (generally codified at 34 U.S.C. 10151-10726), including subpart 1 of part E (codified at 34 U.S.C. 10151 - 10158); see also 28 U.S.C. 530C(a).			
14. CATALOG OF DOMESTIC FEDERAL ASSISTANCE (CFDA Number) 16.738 - Edward Byrne Memorial Justice Assistance Grant Program			
15. METHOD OF PAYMENT GPRS			
AGENCY APPROVAL		GRANTEE ACCEPTANCE	
16. TYPED NAME AND TITLE OF APPROVING OFFICIAL Katharine T. Sullivan Principal Deputy Assistant Attorney General		18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL Jeff Gorell Deputy Mayor 	
17. SIGNATURE OF APPROVING OFFICIAL 		19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL  Signature incorporates Attached Addendum	19A. DATE 11/7/19
AGENCY USE ONLY			
20. ACCOUNTING CLASSIFICATION CODES FISCAL FUND BUD. DIV. YEAR CODE ACT. OFC. REG. SUB. POMS AMOUNT X B DJ 80 00 00 2386696		21. UDJGT0976	

OJP FORM 4000/2 (REV. 5-87) PREVIOUS EDITIONS ARE OBSOLETE.

OJP FORM 4000/2 (REV. 4-88)

FY 2019 LOCAL JAG PROGRAM
AWARD NUMBER: 2019-DJ-BX-0862

ADDENDUM TO GRANTEE ACCEPTANCE

This addendum ("Addendum") is being submitted as part of the City of Los Angeles's ("the City's") acceptance of the Fiscal Year ("FY") 2019 Edward Byrne Memorial Justice Assistance Grant ("JAG") Program funds awarded to the City (Award Number: 2019-DJ-BX-0862) ("FY 2019 JAG Grant" or the "Grant"). Please be advised that the City submits its acceptance of the FY 2019 JAG Grant subject to the understandings set forth in this Addendum.

In *City of Evanston, et al. v. Sessions*, No. 18-cv-04853, 2019 WL 4694734 (N.D. Ill. Sept. 26, 2019), the federal district court issued a permanent injunction against the United States Department of Justice's imposition of certain immigration-related grant conditions upon all members of the U.S. Conference of Mayors, including the City of Los Angeles, for FY 2017, 2018, 2019, and all future Byrne JAG grant cycles ("Court Order"). Pursuant to this injunction, "Special Conditions" 31 through 41 in the FY 2019 JAG Grant award sheet received by the City are invalid and unenforceable, as is the requirement for the City to submit answers to the "Information regarding Communication with the Department of Homeland Security (DHS) and/or Immigration and Customs Enforcement (ICE)" as was indicated in the FY 2019 JAG Local Solicitation (collectively, the "Enjoined Conditions").

In accordance with the Court Order, the City is submitting its acceptance of the FY 2019 JAG Grant award with the understanding that the Enjoined Conditions are invalid and unenforceable as applied to the FY 2019 JAG Grant, and the City's acceptance of the FY 2019 JAG Grant award will not constitute acceptance of the Enjoined Conditions. Further, the City expressly reserves its rights to further challenge the legality of any of the Enjoined Conditions and to avail itself of any further court orders made in any case regarding the validity of the Enjoined Conditions or any other conditions imposed by the federal government.

Sincerely,

A handwritten signature in black ink, appearing to read "J. Gorell", with a long horizontal flourish extending to the right.

Jeff Gorell

Deputy Mayor

Mayor's Office of Public Safety



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

**AWARD CONTINUATION
SHEET**
Grant

PAGE 2 OF 29

PROJECT NUMBER 2019-DJ-BX-0862

AWARD DATE 09/24/2019

SPECIAL CONDITIONS

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

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award. By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts all such assurances or certifications as if personally executed by the authorized recipient official.

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

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

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

2. Applicability of Part 200 Uniform Requirements

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

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

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

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

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

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

**AWARD CONTINUATION
SHEET**
Grant

PAGE 3 OF 29

PROJECT NUMBER 2019-DJ-BX-0862

AWARD DATE 09/24/2019

SPECIAL CONDITIONS

3. Compliance with DOJ Grants Financial Guide

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

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

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

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

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

Both the Point of Contact (POC) and all Financial Points of Contact (FPOCs) for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2017, will satisfy this condition.

In the event that either the POC or an FPOC for this award changes during the period of performance, the new POC or FPOC must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after -- (1) the date of OJP's approval of the "Change Grantee Contact" GAN (in the case of a new POC), or (2) the date the POC enters information on the new FPOC in GMS (in the case of a new FPOC). Successful completion of such a training on or after January 1, 2017, will satisfy this condition.

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

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

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

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

JP2



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

**AWARD CONTINUATION
SHEET**
Grant

PAGE 4 OF 29

PROJECT NUMBER 2019-DJ-BX-0862

AWARD DATE 09/24/2019

SPECIAL CONDITIONS

7. Requirement to report potentially duplicative funding

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

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

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

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

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

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

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

**AWARD CONTINUATION
SHEET**
Grant

PAGE 5 OF 29

PROJECT NUMBER 2019-DJ-BX-0862

AWARD DATE 09/24/2019

SPECIAL CONDITIONS

9. Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must--

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1) and (2).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) and (2) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1) and (2).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

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

3. Allowable costs

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

4. Rules of construction

A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or

2/8



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

**AWARD CONTINUATION
SHEET
Grant**

PAGE 6 OF 29

PROJECT NUMBER 2019-DJ-BX-0862

AWARD DATE 09/24/2019

SPECIAL CONDITIONS

any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1) and (2).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

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

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

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

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

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

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

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

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)), and are incorporated by reference here.

JF8



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

**AWARD CONTINUATION
SHEET**
Grant

PAGE 7 OF 29

PROJECT NUMBER 2019-DJ-BX-0862

AWARD DATE 09/24/2019

SPECIAL CONDITIONS

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

SCOPE. This condition applies with respect to any procurement of property or services that is funded (in whole or in part) by this award, whether by the recipient or by any subrecipient at any tier, and regardless of the dollar amount of the purchase or acquisition, the method of procurement, or the nature of any legal instrument used. The provisions of this condition must be among those included in any subaward (at any tier).

1. 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 recipient (or subrecipient, at any tier) 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.

2. Monitoring

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

3. Allowable costs

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

4. Rules of construction

A. 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 (at any tier), grant recipient or -subrecipient (at any tier), 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.

B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

288



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

**AWARD CONTINUATION
SHEET
Grant**

PAGE 8 OF 29

PROJECT NUMBER 2019-DJ-BX-0862

AWARD DATE 09/24/2019

SPECIAL CONDITIONS

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

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

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

15. Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ) or in the application for any subaward, at any tier, 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 (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, 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.

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

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

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

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

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

18. OJP Training Guiding Principles

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

2/8



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

**AWARD CONTINUATION
SHEET**
Grant

PAGE 9 OF 29

PROJECT NUMBER 2019-DJ-BX-0862

AWARD DATE 09/24/2019

SPECIAL CONDITIONS

19. Effect of failure to address audit issues

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

20. Potential imposition of additional requirements

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

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

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

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

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

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

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (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 recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of 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.



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

**AWARD CONTINUATION
SHEET**
Grant

PAGE 10 OF 29

PROJECT NUMBER 2019-DJ-BX-0862

AWARD DATE 09/24/2019

SPECIAL CONDITIONS

24. Restrictions on "lobbying"

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

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

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

25. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2019)

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

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

26. Reporting potential fraud, waste, and abuse, and similar misconduct

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

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) 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>.



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

**AWARD CONTINUATION
SHEET
Grant**

PAGE 11 OF 29

PROJECT NUMBER 2019-DJ-BX-0862

AWARD DATE 09/24/2019

SPECIAL CONDITIONS

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

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

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

1. In accepting this award, the recipient--

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

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

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

a. it represents that--

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

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

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

JPW



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

**AWARD CONTINUATION
SHEET
Grant**

PAGE 12 OF 29

PROJECT NUMBER 2019-DJ-BX-0862

AWARD DATE 09/24/2019

SPECIAL CONDITIONS

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

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

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

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

29. Encouragement of policies to ban text messaging while driving

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

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

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

JPB



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

**AWARD CONTINUATION
SHEET
Grant**

PAGE 13 OF 29

PROJECT NUMBER 2019-DJ-BX-0862

AWARD DATE 09/24/2019

SPECIAL CONDITIONS

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

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

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

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

4. Rules of Construction

A. For purposes of this condition:

(1) "State" and "local government" include any agency or other entity thereof, but not any institution of higher education or any Indian tribe.

(2) A "public" institution of higher education is defined as one that is owned, controlled, or directly funded (in whole or in substantial part) by a State or local government. (Such a public institution is considered to be a "government entity," and its officials to be "government officials.")

(3) "Program or activity" means what it means under title VI of the Civil Rights Act of 1964 (see 42 U.S.C. 2000d-4a).

(4) "Immigration status" means what it means under 8 U.S.C. 1373 and 8 U.S.C. 1644; and terms that are defined in 8 U.S.C. 1101 mean what they mean under that section 1101, except that "State" also includes American Samoa.

(5) Pursuant to the provisions set out at (or referenced in) 8 U.S.C. 1551 note ("Abolition ... and Transfer of Functions"), references to the "Immigration and Naturalization Service" in 8 U.S.C. 1373 and 1644 are to be read as references to particular components of the Department of Homeland Security (DHS).

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

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

JPR



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

**AWARD CONTINUATION
SHEET
Grant**

PAGE 14 OF 29

PROJECT NUMBER 2019-DJ-BX-0862

AWARD DATE 09/24/2019

SPECIAL CONDITIONS

32. No use of funds to interfere with federal law enforcement: 8 U.S.C. 1373 and 1644; ongoing compliance

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

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

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

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

JP



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

**AWARD CONTINUATION
SHEET
Grant**

PAGE 15 OF 29

PROJECT NUMBER 2019-DJ-BX-0862

AWARD DATE 09/24/2019

SPECIAL CONDITIONS

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

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

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

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

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

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

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

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

4. Rules of Construction

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

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

88



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

**AWARD CONTINUATION
SHEET
Grant**

PAGE 16 OF 29

PROJECT NUMBER 2019-DJ-BX-0862

AWARD DATE 09/24/2019

SPECIAL CONDITIONS

34. Authority to obligate award funds contingent on no use of funds to interfere with federal law enforcement: 8 U.S.C. 1373 and 1644; unallowable costs; notification

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

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

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

C. Any drawdown of award funds by the recipient shall be considered, for all purposes, to be a material representation by the recipient to OJP that, as of the date the recipient requests the drawdown, the recipient and each subrecipient (regardless of tier) that is a State, local government, or public institution of higher education, is in compliance with the award condition entitled "No use of funds to interfere with federal law enforcement: 8 U.S.C. 1373 and 1644; ongoing compliance."

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

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

3. Absent an express written determination by DOJ to the contrary, based upon a finding by DOJ of compelling circumstances (e.g., a small amount of award funds obligated by the recipient at the time of a subrecipient's minor and transitory non-compliance, which was unknown to the recipient despite diligent monitoring), any obligations of award funds that, under this condition, may not be made shall be unallowable costs for purposes of this award. In making any such determination, DOJ will give great weight to evidence submitted by the recipient that demonstrates diligent monitoring of subrecipient compliance with the requirements set out in the "No use of funds to interfere ... 8 U.S.C. 1373 and 1644; ongoing compliance" award condition.

4. Rules of Construction. The "Rules of Construction" set out in the "Authority to obligate award funds contingent on noninterference (within the funded "program or activity") with federal law enforcement: 8 U.S.C. 1373 and 1644; unallowable costs; notification" condition are incorporated by reference as though set forth here in full.

08



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

**AWARD CONTINUATION
SHEET
Grant**

PAGE 17 OF 29

PROJECT NUMBER 2019-DJ-BX-0862

AWARD DATE 09/24/2019

SPECIAL CONDITIONS

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

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

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

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

2. Monitoring

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

3. Allowable costs

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

4. Rules of construction

A. For purposes of this condition--

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

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

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

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

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

218



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

**AWARD CONTINUATION
SHEET
Grant**

PAGE 18 OF 29

PROJECT NUMBER 2019-DJ-BX-0862

AWARD DATE 09/24/2019

SPECIAL CONDITIONS

36. No use of funds to interfere with federal law enforcement: No public disclosure of certain law enforcement sensitive information

SCOPE. This condition applies as of the date the recipient accepts this award, and throughout the remainder of the period of performance. Its provisions must be among those included in any subaward (at any tier).

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

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

2. Monitoring

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

3. Allowable costs

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

4. Rules of construction.

The "Rules of Construction" set out in the "Noninterference (within the funded "program or activity") with federal law enforcement: No public disclosure of certain law enforcement sensitive information" award condition are incorporated by reference as though set forth here in full.



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

**AWARD CONTINUATION
SHEET
Grant**

PAGE 19 OF 29

PROJECT NUMBER 2019-DJ-BX-0862

AWARD DATE 09/24/2019

SPECIAL CONDITIONS

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

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

1. Noninterference with statutory law enforcement access to correctional facilities

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

2. Monitoring

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

3. Allowable costs

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

4. Rules of construction

A. For purposes of this condition:

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

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

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

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

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

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



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

**AWARD CONTINUATION
SHEET
Grant**

PAGE 20 OF 29

PROJECT NUMBER 2019-DJ-BX-0862

AWARD DATE 09/24/2019

SPECIAL CONDITIONS

38. No use of funds to interfere with federal law enforcement: Interrogation of certain aliens

SCOPE. This condition applies as of the date the recipient accepts this award, and throughout the remainder of the period of performance for the award. Its provisions must be among those included in any subaward (at any tier).

1. No use of funds to interfere with statutory law enforcement access to correctional facilities

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

2. Monitoring

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

3. Allowable costs

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

4. Rules of construction.

The "Rules of Construction" set out in the "Noninterference (within the funded "program or activity") with federal law enforcement: Interrogation of certain aliens" award condition are incorporated by reference as though set forth here in full.

JPB



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

**AWARD CONTINUATION
SHEET
Grant**

PAGE 21 OF 29

PROJECT NUMBER 2019-DJ-BX-0862

AWARD DATE 09/24/2019

SPECIAL CONDITIONS

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

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

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

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

2. Monitoring

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

3. Allowable costs

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

4. Rules of construction

A. The "Rules of Construction" set out in the "Noninterference (within the funded "program or activity") with federal law enforcement: Interrogation of certain aliens" award condition are incorporated by reference as though set forth here in full.

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

C. Applicability

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

(2) Current DHS practice is to use the same form for a second, distinct purpose -- to request that an individual be detained for up to 48 hours AFTER the scheduled release. This condition does NOT encompass such DHS requests for detention.

JP



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

**AWARD CONTINUATION
SHEET
Grant**

PAGE 22 OF 29

PROJECT NUMBER 2019-DJ-BX-0862

AWARD DATE 09/24/2019

SPECIAL CONDITIONS

40. No use of funds to interfere with federal law enforcement: Notice of scheduled release

SCOPE. This condition applies as of the date the recipient accepts the award, and throughout the remainder of the period of performance. Its provisions must be among those included in any subaward at any tier.

1. No use of funds to interfere with "removal" process: Notice of scheduled release date and time

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

2. Monitoring

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

3. Allowable costs

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

4. Rules of construction.

The "Rules of Construction" set out in the "Noninterference (within the funded "program or activity") with federal law enforcement: Notice of scheduled release" award condition are incorporated by reference as though set forth here in full.

41. Requirement to collect certain information from subrecipients

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

Handwritten signature/initials



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

**AWARD CONTINUATION
SHEET
Grant**

PAGE 23 OF 29

PROJECT NUMBER 2019-DJ-BX-0862

AWARD DATE 09/24/2019

SPECIAL CONDITIONS

42. Cooperating with OJP Monitoring

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

43. FFATA reporting: Subawards and executive compensation

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

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

44. Required monitoring of subawards

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

45. Use of program income

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

46. Justice Information Sharing

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



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

**AWARD CONTINUATION
SHEET
Grant**

PAGE 24 OF 29

PROJECT NUMBER 2019-DJ-BX-0862

AWARD DATE 09/24/2019

SPECIAL CONDITIONS

47. Avoidance of duplication of networks

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

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

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

49. Protection of human research subjects

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

50. Confidentiality of data

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

51. Verification and updating of recipient contact information

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

258



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

**AWARD CONTINUATION
SHEET
Grant**

PAGE 25 OF 29

PROJECT NUMBER 2019-DJ-BX-0862

AWARD DATE 09/24/2019

SPECIAL CONDITIONS

52. Law enforcement task forces - required training

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

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

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

53. Justification of consultant rate

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

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

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

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



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

**AWARD CONTINUATION
SHEET
Grant**

PAGE 26 OF 29

PROJECT NUMBER 2019-DJ-BX-0862

AWARD DATE 09/24/2019

SPECIAL CONDITIONS

55. Compliance with National Environmental Policy Act and related statutes

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

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

a. New construction;

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

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

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

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

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

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

56. Establishment of trust fund

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

283



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

**AWARD CONTINUATION
SHEET
Grant**

PAGE 27 OF 29

PROJECT NUMBER 2019-DJ-BX-0862

AWARD DATE 09/24/2019

SPECIAL CONDITIONS

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

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

58. Certification of body armor "mandatory wear" policies

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

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

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

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

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

61. Reporting requirements

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

62. Required data on law enforcement agency training

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

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

**AWARD CONTINUATION
SHEET
Grant**

PAGE 28 OF 29

PROJECT NUMBER 2019-DJ-BX-0862

AWARD DATE 09/24/2019

SPECIAL CONDITIONS

63. Expenditures prohibited without waiver

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

64. Authorization to obligate (federal) award funds to reimburse certain project costs incurred on or after October 1, 2018

The recipient may obligate (federal) award funds only after the recipient makes a valid acceptance of the award. As of the first day of the period of performance for the award (October 1, 2018), however, the recipient may choose to incur project costs using non-federal funds, but any such project costs are incurred at the recipient's risk until, at a minimum-- (1) the recipient makes a valid acceptance of the award, and (2) all applicable withholding conditions are removed by OJP (via a Grant Adjustment Notice). (A withholding condition is a condition in the award document that precludes the recipient from obligating, expending, or drawing down all or a portion of the award funds until the condition is removed.)

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

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

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

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

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

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

66. Encouragement of submission of "success stories"

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

03



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

**AWARD CONTINUATION
SHEET**
Grant

PAGE 29 OF 29

PROJECT NUMBER 2019-DJ-BX-0862

AWARD DATE 09/24/2019

SPECIAL CONDITIONS

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

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

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

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

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

69. Withholding of funds: Memorandum of Understanding

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

70. Withholding of funds: Budget narrative or information

The recipient may not obligate, expend, or draw down any award funds until the recipient submits, and OJP reviews and accepts, the required budget information or narrative for the award, and a Grant Adjustment Notice (GAN) has been issued to remove this condition.

OPH



U.S. Department of Justice

Office of Justice Programs

Bureau of Justice Assistance

Washington, D.C. 20531

Memorandum To: Official Grant File

From: Orbin Terry, NEPA Coordinator

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

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

The specified activities requiring environmental analysis are:

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

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

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

JPT



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

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

Grant

PROJECT NUMBER

2019-DJ-BX-0862

PAGE 1 OF 1

This project is supported under FY19(BJA - JAG State and JAG Local) Title I of Pub. L. No. 90-351 (generally codified at 34 U.S.C. 10151-10726), including subpart 1 of part E (codified at 34 U.S.C. 10151 - 10158); see also 28 U.S.C. 530C(a).

1. STAFF CONTACT (Name & telephone number)

Andera Hawkins
(202) 514-3904

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

Mayra Alvarado
Grant Specialist
City Hall, 200 North Spring Street, Room 303
Los Angeles, CA 90012-3239
(213) 978-0503

3a. TITLE OF THE PROGRAM

BJA FY 19 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation

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

4. TITLE OF PROJECT

FY 19 Local JAG Program

5. NAME & ADDRESS OF GRANTEE

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

6. NAME & ADDRESS OF SUBGRANTEE

7. PROGRAM PERIOD

FROM: 10/01/2018 TO: 09/30/2022

8. BUDGET PERIOD

FROM: 10/01/2018 TO: 09/30/2022

9. AMOUNT OF AWARD

\$ 2,386,696

10. DATE OF AWARD

09/24/2019

11. SECOND YEAR'S BUDGET

12. SECOND YEAR'S BUDGET AMOUNT

13. THIRD YEAR'S BUDGET PERIOD

14. THIRD YEAR'S BUDGET AMOUNT

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

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

This JAG award will be used to support criminal justice initiatives that fall under one or more of the allowable program areas above. Funded programs or initiatives may include multijurisdictional drug and gang task forces, crime prevention and domestic violence programs, courts, corrections, treatment, justice information

sharing initiatives, or other programs aimed at reducing crime and/or enhancing public/officer safety.

NCA/NCF

EXHIBIT B

EXHIBIT B
Services Plan

Services to be Provided by the County of Los Angeles

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

General Description of CLEAR:

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

CLEAR's core collaborative agencies are:

Los Angeles City Police Department (LAPD)

Los Angeles County Probation Department

Los Angeles City Attorney's Office (LACA)

Los Angeles County District Attorney's Office (LADA)

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

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

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

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

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

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

The CLEAR sites are as follows:

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

Los Angeles District Attorney

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

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

Probation Department

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

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

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

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

CLEAR site	Position	Time Period for funding
Northeast	DA and Probation	7/1/2019-6/30/2020
Newton	DA and Probation	7/1/2019-6/30/2020
Rampart	DA and Probation	7/1/2019-6/30/2020

Southeast	DA and Probation	7/1/2019-6/30/2020
Southwest	DA and Probation	7/1/2019-6/30/2020
Hollenbeck/Ramona Gardens	DA and Probation	7/1/2019-6/30/2020
Hollenbeck/Boyle Heights	DA and Probation	7/1/2019-6/30/2020
Foothill	DA and Probation	7/1/2019-6/30/2020
77th	DA and Probation	7/1/2019-6/30/2020

Evaluation

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

Reports

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

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

Compensation/Reimbursement

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

CLEAR Site	Amount for Los Angeles County District Attorney	Amount for Los Angeles County Probation	Site Total	Time Period of funding
Northeast	\$52,138.60	\$27,832.00	\$79,970.60	7/1/2019-6/30/2020
Foothill	\$52,138.60	\$27,832.00	\$79,970.60	7/1/2019-6/30/2020
Southwest	\$52,138.60	\$27,832.00	\$79,970.60	7/1/2019-6/30/2020
Boyle Heights	\$52,138.60	\$27,832.00	\$79,970.60	7/1/2019-6/30/2020
Ramona Gardens	\$52,138.60	\$27,832.00	\$79,970.60	7/1/2019-6/30/2020
Newton	\$52,138.60	\$27,832.00	\$79,970.60	7/1/2019-6/30/2020
Southeast	\$52,138.60	\$27,832.00	\$79,970.60	7/1/2019-6/30/2020
Rampart	\$52,138.60	\$27,832.00	\$79,970.60	7/1/2019-6/30/2020
77th	\$52,138.56	\$27,832.00	\$79,970.60	7/1/2019-6/30/2020
JAG 19 Total	\$469,247.36	\$250,488.00	\$719,735.36	

EXHIBIT C

CITY OF LOS ANGELES

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

Remit Financial Back-Up Documentation to:

Mayra Harb
Mayor's Office of Public Safety
200 N. Spring St., Room 303
Los Angeles, CA 90012
Fax: 213.978.0718

Agency: County of Los Angeles

Department: _____

Prepared By: _____

Phone No.: _____

Email: _____

Invoice Number: _____

JAG 16 ☐
JAG 17 ☐
JAG 18 ☐
JAG 19 ☒

Expenditure Fiscal Year

☐ FY 2016/2017
☐ FY 2017/2018
☐ FY 2018/2019
☒ FY 2019/2020

Program	Expenditure Period Being Claimed	Approved Budget	Current Expenditure	Previously Expended	Balance
		\$ 250,488.00	\$ -	\$ -	\$ -
Total		\$ 250,488.00	\$ -	\$ -	\$ -

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

Authorized Department Approval:

County of Los Angeles -Probation _____

Print Name _____

Title _____

Signature _____ Date _____

E-Mail _____ Phone _____

Remit Payment To:

Address: _____

Special Instructions: _____

Please reference _____ on payment

Mayor's Office Use Only

Contract No: _____

Reviewed by: _____

FSR Quarter Reported: _____

Invoice Tracking No: _____

Cash Request No: _____

Invoice No: _____

Document ID No: _____

REQUIRED SUPPORTING DOCUMENTS FOR JAG EXPENDITURES

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

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

PROCUREMENT

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

EQUIPMENT CLAIMS MUST INCLUDE THE FOLLOWING:

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

FOR CONTRACTS

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

FOR PERSONNEL

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

Completed By: _____

Signature: _____

Date: _____

**CITY OF LOS ANGELES
MAYOR'S OFFICE OF PUBLIC SAFETY
Justice Assistance Grants
Equipment Purchases Summary**

1. Complete "Equipment Roster"
2. Submit with Invoice or "electronically to:
- Donna.Ota@lacity.org

- MOPS.Compliance@lacity.org

Jurisdiction: County of Los Angeles
Department: _____
Prepared By: _____

Title: _____
Email: _____
Phone No.: _____

Date: _____

JAG _____

<i>Program</i>	<i>Equipment Description</i>	<i>Qty</i>	<i>Expenditure Amount</i>	<i>Invoice #</i>	<i>Vendor</i>	<i>Acquired Date</i>	<i>Serial Number</i>	<i>LA County Tag ID #</i>	<i>Condition and Disposition</i>	<i>Deployed Location</i>

CITY OF LOS ANGELES

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

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Agency: County of Los Angeles

Department: _____
Prepared By: _____

Phone No.: _____
Email: _____

Invoice Number: _____

JAG 16 ☐
JAG 17 ☐
JAG 18 ☐
JAG 19 ☒

Expenditure Fiscal Year
☐ FY 2016/2017
☐ FY 2017/2018
☐ FY 2018/2019
☒ FY 2019/2020

Program	Expenditure Period Being Claimed	Approved Budget	Current Expenditure	Previously Expended	Balance
		\$ 469,247.36	\$ -	\$ -	\$ -
Total		\$ 469,247.36	\$ -	\$ -	\$ -

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

Authorized Department Approval:

County of Los Angeles - District Attorney

Print Name _____

Title _____

Signature _____ Date _____

E-Mail _____ Phone _____

Remit Payment To:

Address: _____

Special Instructions: _____

Please reference _____ on payment

Mayor's Office Use Only

Contract No: _____

Reviewed by: _____

FSR Quarter Reported: _____

Invoice Tracking No: _____

Cash Request No: _____

Invoice No: _____

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

EQUIPMENT CLAIMS MUST INCLUDE THE FOLLOWING:

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- ☐ **Proof of Payment:** Include proof of payment and proof the payment has **CLEARED**. Proof of payment must have reference to the invoice, and amount paid must match the invoice amount. If multiple invoices are being paid with one check, the invoices must be listed with corresponding amounts. Price quotes **will not be accepted** as proof of purchase for reimbursement
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- ☐ **Equipment Roster:** Complete the attached 'Equipment Roster and submit with invoice.

FOR CONTRACTS

- ☐ **County Sub-Recipients:**
 - Copy of Contract/Agreement
 - Scope of Work
 - Staff Name/Title List
 - Functional Timesheets (as detailed under Personnel)
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 - All invoice and backup related to claimed expenditures claimed/expended as indicated in previously approved budget
 - Copy of Sub-Recipient's invoice to County (signed and on agency letterhead)
 - Proof of payment(s) to County's Sub-Recipient: copy of canceled check and/or internal accounts payable record (final GAX)
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FOR PERSONNEL

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

Completed By: _____

Signature: _____

Date: _____

1. Complete "Equipment Roster"	Jurisdiction: <u>County of Los Angeles</u>	Date: _____
2. Submit with Invoice or "electronically to:	Department: _____	
- Donna.Ota@lacity.org	Prepared By: _____	
	Title: _____	JAG _____
- MOPS.Compliance@lacity.org	Email: _____	
	Phone No.: _____	

Rev. 05/05/16

EXHIBIT D

EXHIBIT D
PERFORMANCE METRIC REPORT TEMPLATE
EDWARD BYRNE JUSTICE ASSISTANCE GRANT AWARD
City of Los Angeles
Award # 2019-D-BX-0862
Progress Report

What were your accomplishments within this reporting period?

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

What goals were accomplished, as they relate to your grant application?

(List programmatic and fiscal goals)

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

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

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

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

What major activities are planned for the next 6 months?

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

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

Was this program operational during the reporting period? A program is considered operational when the grantee has obligated, expended, or drawn down grant funds to implement or execute the program's objectives.

A. Yes/No

B. If No, please explain _____

How many employees did your office have on staff as of the last day of the reporting period? Please count both full- and part-time employees. JAG-funded employees are those who receive any portion of their salary/pay from JAG funds, regardless of the amount.

How many cases are active for CLEAR?

During the performance period For the past year, how many cases were CLEAR?

How many cases are closed?

Of the # closed, how many cases were recommended alternatives to incarceration?

Please provide a general narrative of the types of cases you are working on.

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

Department:	DISTRICT ATTORNEY'S OFFICE
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Grant Project Title and Description:	COMMUNITY LAW ENFORCEMENT AND RECOVERY PROGRAM
---	---

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

Funding Agency:	FAIN #:	Grant Period:
Edward Byrne Memorial Justice Assistance Grant (JAG) FY 19	FAIN # 2019-DJ-BX-0862	N/A

Total Available:	\$469,247	Committed:	\$0
Begin Date:	July 1, 2019	End Date:	June 30, 2020
Full Time:	9	Part Time:	0

Obligations Imposed on the County When the Grant Expires

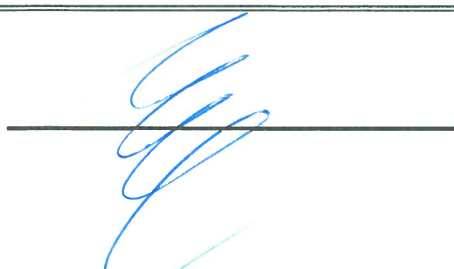
Will all personnel hired for this program be informed this is a grant-funded program?	Yes	<u>X</u>	No	_____
Will all personnel hired for this program be placed on temporary ("N") items?	Yes	<u>X</u>	No	_____
Is the County obligated to continue this program after the grant expires?	Yes	_____	No	<u>X</u>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

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

Impact of additional personnel on existing space:
None

Other requirements not mentioned above:
None

Department Head Signature



Date

8-19-21

September 28, 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:

**APPROVE SOLE SOURCE AMENDMENT NUMBER TEN TO EXTEND AGREEMENT
NUMBER 77655 WITH PUBLIC COMMUNICATIONS SERVICES,
INCORPORATED, FOR INMATE TELEPHONE SYSTEM AND SERVICES
(ALL DISTRICTS) (3 VOTES)**

SUBJECT

This is a joint recommendation by the Sheriff and the Chief Probation Officer. The Los Angeles County (County) Sheriff's Department (Department) and Probation Department (Probation) are seeking the Board's approval of Sole Source Amendment Number Ten (Amendment) to Agreement Number 77655 (Agreement) with Public Communications Services, Inc., (PCS) to extend the Agreement for six months, plus a six-month option period, in any increment. The Amendment will ensure uninterrupted telephone services for incarcerated adults and juveniles within the Department's and Probation's facilities while the Department continues developing the solicitation for a successor contract.

IT IS RECOMMENDED THAT THE BOARD:

1. Approve and instruct the Chair of the Board to sign the attached Amendment with PCS to extend the Agreement for six months through April 30, 2022, plus a six-month option period, exercisable in any increment, through October 31, 2022.
2. Delegate authority to the Sheriff, or his designee, to execute the additional six-month option period in any increment, provided it is the best interest of the County.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended actions will ensure uninterrupted telephone service for adults and juveniles incarcerated within the Department's and Probation's facilities. The Amendment will also ensure uninterrupted services while a collaborative response to the May 18, 2021, Board Motion 13 is prepared, and will allow time to incorporate any further instruction from the Board regarding the competitive solicitation for a successor contract.

Background

On September 20, 2011, the Board approved the Agreement for the provision of an Inmate Telephone System (ITS) and Services to the Department and Probation, with an initial term of November 1, 2011, through October 31, 2016. Under the Agreement, the County had the option to extend the term of the Agreement for up to three one-year periods, plus one six-month period, through April 30, 2020, if all options were exercised.

On September 26, 2013, the Federal Communications Commission (FCC) released a "Report and Order and Further Notice of Proposed Rulemaking" (FCC 13-113), which among other things, established interim rate caps on the interstate calling rates charged by inmate calling service providers.

On December 2, 2013, the County and PCS entered into Amendment Number One to the Agreement which, among other things, deleted and replaced Exhibit B (Statement of Work), of the Agreement to change the delivery method for Pre-Paid Call Services from a tangible Pre-Paid Phone Card to a Cardless Debit Phone Account administered by PCS.

On February 4, 2014, the County and PCS entered into Amendment Number Two to the Agreement which (1) reduced the maximum dollar amount to \$60 from \$125 for collect calls placed to any single destination phone number during any continuous 30-day period, and (2) directed PCS to implement, not later than thirty (30) calendar days from the effective date of the Amendment, the recording of all telephone calls made from any and all phones within the Sheriff's Department Custody and Detention Facilities, other than those made to an attorney or public defender telephone number, including calls initiated by pro-per inmates.

On February 10, 2014, the County and PCS entered into Amendment Number Three to the Agreement which reduced the Inmate Telephone Billing Rate for Domestic Calls –

Interstate Calls (Debit Phone (Cardless) and Pre-Paid Account), effective February 11, 2014.

On November 5, 2015, the FCC released a "Second Report and Order and Third Further Notice of Proposed Rulemaking" (FCC 15-136), which among other things, established rate caps on interstate and intrastate calling rates and eliminated, restricted, and/or further defined the fees which may be charged by inmate telephone providers.

On March 7, 2016, the United States Court of Appeals, District of Columbia Circuit (D.C. Court) issued an order staying the implementation of rate caps on the calling rates set forth in 47 CFR section 64.6010, and caps on fees for single-call services set forth in 47 CFR section 64.6020(b) (2), pending judicial review of the legality of those caps established pursuant to FCC 15-136.

On March 23, 2016, the D.C. Court issued another order staying the implementation of the interim rate caps set forth in 47 CFR section 64.6030 only as they apply to the provision of intrastate calling services; whereas, all other provisions, rules, and regulations set forth in FCC 15-136 remained effective and were to be implemented by jail facilities by June 20, 2016.

On June 14, 2016, the Board delegated authority to the Sheriff to execute Amendment Number Four to the Agreement that (1) modified the Inmate Telephone Billing Rates and implemented new FCC-authorized Ancillary Services Charges consistent with FCC 15-136, (2) deleted the Convenience and Single-Bill fees authorized under Paragraph 9.5 (Miscellaneous Fees) of the Agreement, (3) added the Advance Pay One Call (APOC) services, and (4) formally memorialized the addition of Customer kiosks at Sheriff's Department Custody and Detention Facilities. The Board however did not delegate authority to the Sheriff to exercise the first one-year option term. The Board also requested that the Sheriff, in consultation with the Chief Executive Officer, Interim Chief Probation Officer, and the Office of Diversion and Reentry, report back to the Board in writing by September 30, 2016, with a written detailed analysis of the impact of the contract amendments on the cost and use of inmate phones, as well as recommendations regarding terms that should be included in a Request for Proposal (RFP) that would increase contact between inmates and their families, minimize recidivism, which will have an impact on distressed communities.

On October 4, 2016, the Board delegated authority to the Sheriff to execute Amendment Number Five to the Agreement that allowed the Department to exercise the first one-year Option Term and extend the term of the Agreement from November 1, 2016, through October 31, 2017. The Board letter provided the Department's analysis &

findings and proposed recommendations in response to the Board's June 14, 2016, action.

On November 23, 2016, the County and PCS entered into Amendment Number Six to the Agreement that amended Exhibit N (Kiosk Locations) to relocate kiosk machines from Pitchess Detention Center and Lancaster Station to Walnut Station and Norwalk Station.

On December 19, 2016, the Department released a Request for Information (RFI) to seek information from vendors who could provide an ITS. The RFI requested vendors to include any new technology features that allowed the use of emerging electronic technologies including but not limited to: electronic tablets, increased video visitation, video grams, inmate voicemail, and e-mail. The Department received six responses by the January 20, 2017, deadline. All six vendors were invited to participate in a non-competitive presentation of their products related directly to the subject intent of the RFI. Five vendors participated in the vendor presentations.

After reviewing the RFI responses and observing the vendor product presentations, the Department determined that inmate communication technologies such as electronic tablets need further, research, a potential pilot program, and technical consulting before introducing these devices to the County's entire inmate population. It was also determined that inmate tablet devices were still considered an emerging technology and, in some cases, still in the prototype (pilot) phase.

On June 13, 2017, the D.C. Court ruled on the legality of FCC 15-136. The order was upheld in part and vacated in part, and certain issues were remanded to the FCC for further proceeding. The ruling had no immediate impact on the Agreement. There were no permanent calling rate caps or ancillary fee caps in effect that would have required modifications to the Agreement at that time.

On October 10, 2017, the Board delegated authority to the Sheriff to execute Amendment Number Seven to the Agreement to (1) exercise the second one-year option term from November 1, 2017, through October 31, 2018, (2) update the County-mandated provisions regarding Consideration of GAIN/GROW Program Participants, County's Quality Assurance Plan, and Safely Surrendered Baby Law, and (3) add the new County-mandated provisions regarding Time Off for Voting and Compliance with County's Zero Tolerance Policy on Human Trafficking. The parties entered into Amendment Number Seven on October 27, 2017.

During 2018, Department representatives toured jails in various states and counties to observe the use of electronic tablets issued to inmates, and interviewed the jail

administrators about the advantages and any problems experienced from issuing the tablets. Based upon the balance of positive reviews, the Department decided to combine inmate telephone and electronic tablet services into one solicitation, and engaged in gathering information to pursue this process. Tablet technology was relatively new and evolving so the Department was exploring the services of a consulting firm to analyze its impact on infrastructure and operations and advise how to go forward with implementing this program.

On October 2, 2018, the Board delegated authority to the Sheriff to execute Amendment Number Eight to the Agreement to (1) exercise the third one-year option term from November 1, 2018 through October 31, 2019, (2) update the County-mandated provision regarding Assignment by Contractor, and (3) add the County-mandated provision regarding Compliance with Fair Chance Employment Practices and compliance with the County Policy of Equity. The parties entered into Amendment Number Eight on October 22, 2018.

On January 24, 2019, the Department decided to remove the electronic tablets from the inmate phone services solicitation and to forego consulting services due to the uncertainty about future plans for the jail infrastructure. On August 13, 2019, the contract for the Men's Central Jail replacement project was canceled. After further consideration of this news, the Department concluded it should resume exploring enhanced inmate communication platforms. Including electronic tablets within the ITS is expected to assist with Department of Justice compliance by providing an additional platform for inmates to submit service requests and grievances, and for the Department to track and account for such submissions. Tablet technology is being used at an increasing rate throughout correctional facilities in the United States, and has shown the potential to improve how educational services are delivered to inmates, including access to an electronic library, instructional videos, and distance learning opportunities with college partners. Tablet technology also shows the potential to improve accessibility for inmates to complete court mandated training, and for improving the likelihood of successful community reentry.

On October 1, 2019, the Board delegated authority to the Sheriff to execute Amendment Number Nine to the Agreement that extended the Term of the Agreement through October 31, 2021, a total period of two years that included the final six-month option period, and added new County-mandated provisions.

During 2020, despite the unpredictable and inherent challenges and delays associated with COVID-19 (staffing, illnesses, etc.) and the reintroduction of Senate Bill 555 (re: Jails and juvenile facilities communications, information, and commissary services contracts) that was vetoed on September 30, 2020, the Department and Probation

continued to actively work on the RFP solicitation for a successor contract that includes an enhanced inmate communications platform.

On May 18, 2021, the Board adopted Motion 13 (Removing Financial Burdens for Families: Providing Free Phone Calls and Eliminating Profits and Mark-Ups on Commissary Items in the LA County Jails and Juvenile Camps and Halls). As a result, the Motion requires the Department, the Office of Inspector General, Internal Services Department, CEO, and others identified in the Motion to submit a report back to the Board prior to issuing a new Request for Proposals for a replacement contract.

Implementation of Strategic Plan Goals

The ITS and services provided under the proposed Amendment support the County's Strategic Plan, Strategy III.3, Pursue Operational Effectiveness, Fiscal Responsibility and Accountability. Specifically, the Amendment will allow the Department and Probation to continue providing telephone services to inmates and juveniles being held throughout the Department's and Probation's facilities.

FISCAL IMPACT/FINANCING

This is a revenue-generating Agreement. The County's commission will continue unchanged at 67.5 percent of the Total Billable Amount, or a Minimum Annual Guarantee of \$15 million for the Department and \$59,000 for Probation, whichever is greater, for each year of the Agreement. The County does not collect a commission on any Ancillary Service Charges collected by Contractor. Revenue generated from the Agreement is deposited by the Department into the Inmate Welfare Fund (IWF) and used for various rehabilitative programming, education services, facility modifications/improvements, and other projects that benefit the inmates. Revenue generated from the Agreement for Probation will be deposited into Probation's Juvenile Institution Services Budget (JIS) account to benefit juveniles housed at their facilities.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Pursuant to California Penal Code Section 4025(d), any commission received from the inmate telephone provider shall be deposited into the IWF.

This extension period allows the Department to continue providing telephone services for inmates needed to meet Department policies and maintain compliance with various California Penal Code and Code of Regulations Title 15 mandates.

The Honorable Board of Supervisors
September 14, 2021
Page 7

PCS is in compliance with all Board and Chief Executive Office requirements, including Jury Service Program Safely Surrendered Baby Law, and Defaulted Property Tax Reduction Program.

The Amendment is approved as to form by County Counsel.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of these actions will ensure uninterrupted telephone services for adults and juveniles incarcerated in the Department's and Probation's facilities. The Department will continue to work toward finalizing requirements for the RFP solicitation for inmate communications system and services pending the completion of the collaborative response to Motion 13 and any further instruction from the Board.

CONCLUSION

Upon Board approval, please return a copy of the adopted Board letter and two original executed copies of the Amendment to the Department's Contracts Unit.

Sincerely,
ALEX VILLANUEVA, SHERIFF

Reviewed by,

TIMOTHY K. MURAKAMI
UNDERSHERIFF

ADOLOFO
CHIEF PROBATION OFFICER

**AMENDMENT NUMBER TEN TO AGREEMENT NO. 77655
BY AND BETWEEN
COUNTY OF LOS ANGELES
AND
PUBLIC COMMUNICATIONS SERVICES, INC.
FOR INMATE TELEPHONE SYSTEM (ITS) AND SERVICES**

This Amendment Number Ten ("Amendment") to Agreement Number 77655 ("Agreement") is entered into by and between County of Los Angeles ("County") and Public Communications Services, Inc. ("Contractor"), effective upon execution by the County Board of Supervisors.

- A. WHEREAS, on September 20, 2011, the County Board of Supervisors approved the Agreement, with an Initial Term from November 1, 2011, through October 31, 2016, with three one-year Option Terms and six months, for Contractor's provision of Inmate Telephone System (ITS) and Services for the Los Angeles County Sheriff's Department ("Department") and the Los Angeles County Probation Department ("Probation"); and
- B. WHEREAS, in August 2012, County and Contractor agreed to implement County's option to install kiosks at various Department facilities, to enable, among other things, the setting up of Pre-Paid Accounts to be used solely by Inmates for ITS and Services, as defined in the Agreement, and County and Contractor wish to formally memorialize herein the installation thereof; and
- C. WHEREAS, on December 2, 2013, County and Contractor entered into Amendment Number One to the Agreement which, among other things, deleted and replaced Exhibit B (Statement of Work) of the Agreement to change the delivery method on Pre-Paid Call services from a tangible Pre-Paid Phone Card to a Debit Phone Account (Cardless) administered by Contractor; and
- D. WHEREAS, on February 4, 2014, County and Contractor entered into Amendment Number Two to the Agreement which (1) reduced the collect call maximum dollar amount from \$125 to \$60 to any single destination phone number in any continuous 30-day period, and (2) directed Contractor to implement, not later than thirty (30) calendar days from the effective date of Amendment Number Two, the recording of all telephone calls made from any and all phones within the Department Custody and Detention Facilities, which are not made to an attorney or public defender telephone number, including calls initiated by Pro-Per Inmates; and
- E. WHEREAS, on September 26, 2013, the Federal Communications Commission (FCC) released a Report and Order and Notice of Proposed Rulemaking (FCC-13-113) which, among other things, established interim rate caps on the interstate calling rates charged by inmate calling service providers; and
- F. WHEREAS, on February 10, 2014, County and Contractor entered into

**AMENDMENT NUMBER TEN TO AGREEMENT NO. 77655
BY AND BETWEEN
COUNTY OF LOS ANGELES
AND
PUBLIC COMMUNICATIONS SERVICES, INC.
FOR INMATE TELEPHONE SYSTEM (ITS) AND SERVICES**

Amendment Number Three to the Agreement which reduced the Inmate Telephone Billing Rate for Domestic Calls – Interstate Calls (Debit Phone Account (Cardless) and Pre-Paid Account), effective February 11, 2014, in compliance with FCC 13-113; and

- G. WHEREAS, on November 5, 2015, the FCC released a Second Report and Order and Third Further Notice of Proposed Rulemaking (FCC 15-136) which, among other things, established rate caps on interstate and intrastate calling rates and eliminated, restricted, and/or further defined the fees which may be charged by inmate calling service providers; and
- H. WHEREAS, on March 7, 2016, the United States Court of Appeals, District of Columbia Circuit ("D.C. Court") issued an order staying the implementation of rate caps on the calling rates set forth in 47 CFR section 64.6010, and caps on fees for single-call services set forth in 47 CFR section 64.6020(b) (2) pending judicial review of the legality of those caps, as established by FCC 15-136; and
- I. WHEREAS, on March 23, 2016, the D.C. Court issued another order staying the implementation of the interim rate caps set forth in 47 CFR section 64.6030 only as they apply to the provision of intrastate calling services; and
- J. WHEREAS, all other provisions, rules, and regulations set forth in FCC 15-136 remain effective and shall be implemented by jail facilities by June 20, 2016; and
- K. WHEREAS, on June 16, 2016, County and Contractor entered into Amendment Number Four, effective June 20, 2016, which (1) modified the Inmate Telephone Billing Rates and implemented new FCC-authorized Ancillary Service Charges consistent with FCC 15-136, (2) deleted the Convenience and Single-Bill fees authorized under Paragraph 9.5 (Miscellaneous Fees) of the Agreement, (3) added the Advance Pay One Call (APOC) service, and (4) formally memorialized the addition of Customer kiosks at the Department Custody and Detention Facilities; and
- L. WHEREAS, on October 19, 2016, County and Contractor entered into Amendment Number Five to the Agreement to extend the Term of the Agreement for the first one-year Option Term from November 1, 2016 through October 31, 2017; and
- M. WHEREAS, on November 23, 2016, County and Contractor entered into Amendment Number Six to amend Exhibit H (Kiosk Locations) to relocate kiosk

**AMENDMENT NUMBER TEN TO AGREEMENT NO. 77655
BY AND BETWEEN
COUNTY OF LOS ANGELES
AND
PUBLIC COMMUNICATIONS SERVICES, INC.
FOR INMATE TELEPHONE SYSTEM (ITS) AND SERVICES**

machines from Pitchess Detention Center and Lancaster Station to Walnut Station and Norwalk Station respectively; and

- N. WHEREAS, on June 13, 2017, the D.C. Court ruled on legality of the Second Report and Order and Third Further Notice of Proposed Rulemaking (80 Fed. Reg. 79136-01 (Dec. 18, 2015)) ("Second Order") issued by the FCC, which, among other things, set permanent rate caps and ancillary fee caps on both interstate and intrastate calls. (Global Tel*Link v. Fed. Communications Comm'n, No. 15-1461 (D.C. Cir. June 13, 2017)). The Second Order was upheld in part and vacated in part, and certain issues were remanded to the FCC for further proceedings; and
- O. WHEREAS, on October 26, 2017, County and Contractor entered into Amendment Number Seven to the Agreement to (1) extend the Term of the Agreement for the second one-year Option Term from November 1, 2017 through October 31, 2018, (2) update the County-mandated provisions regarding Consideration of GAIN/GROW Participants, County's Quality Assurance Plan, and Safely Surrendered Baby Law, and (3) add the County-mandated provisions regarding Time Off for Voting and Compliance with County's Zero Tolerance Policy on Human Trafficking; and
- P. WHEREAS, on October 22, 2018, County and Contractor entered into Amendment Number Eight to the Agreement to (1) extend the Term of the Agreement for the third one-year Option Term from November 1, 2018 through October 31, 2019, (2) update the County-mandated provision regarding Assignment and Delegation/Mergers or Acquisitions, and (3) add the County-mandated provisions regarding Compliance with Fair Chance Employment Practices and Compliance with the County Policy of Equity; and
- Q. WHEREAS, on October 23, 2019, County and Contractor entered into Amendment Number Nine to the Agreement to (1) extend the Term of the Agreement through October 31, 2021, a total period of two years, which included the final six-month option period of the Agreement, and (2) add the County-mandated provision regarding Compliance with Prison Rape Elimination Act (PREA) of 2003, Zero Tolerance for Sexual Abuse and Sexual Harassment; and
- R. WHEREAS, the Agreement currently expires on October 31, 2021; and
- S. WHEREAS, County and Contractor agree to (1) extend the Term of the Agreement for six months, from November 1, 2021, through April 30, 2022, plus

**AMENDMENT NUMBER TEN TO AGREEMENT NO. 77655
BY AND BETWEEN
COUNTY OF LOS ANGELES
AND
PUBLIC COMMUNICATIONS SERVICES, INC.
FOR INMATE TELEPHONE SYSTEM (ITS) AND SERVICES**

an additional six-month option period, exercisable in any increment, (2) update the County-mandated provision regarding Facsimile, and (3) add the County-mandated provision regarding Prohibition from Participation in Future Solicitation(s).

NOW THEREFORE, in consideration of the mutual covenants set forth herein, and for good and valuable consideration, County and Contractor agree to amend the Agreement as follows:

1. Paragraph 6 (Change Orders and Amendments), Subparagraph 6.2.4 only, of the Agreement is deleted in its entirety and replaced as follows to delegate authority to the Sheriff or designee to execute the extension option:

6.2.4 For the six-month option period in any increment, an Amendment to this Agreement shall be mutually agreed upon and executed by Sheriff or designee and Contractor.

2. Paragraph 7 (Term) of the Agreement is deleted in its entirety and replaced as follows to extend the Term of the Agreement for six-months, from November 1, 2021, through April 30, 2022, plus an additional six-month option, in any increment:

7. TERM

7.1 The Term of this Agreement shall be from November 1, 2011, through and including April 30, 2022, unless terminated earlier in whole or in part, as provided herein.

7.2 The County has the option, at County's discretion and upon notice to Contractor prior to the end of the then-current period of the Agreement Term, to extend the Term of this Agreement for an option period of six months, in any increment, for a maximum total Agreement Term not to exceed eleven (11) years. Such extension shall be in the form of an Amendment executed by both parties in accordance with Subparagraph 6.2.4 above.

7.3 County maintains databases that track/monitor Contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether County will exercise an Option Term extension of the Agreement.

**AMENDMENT NUMBER TEN TO AGREEMENT NO. 77655
BY AND BETWEEN
COUNTY OF LOS ANGELES
AND
PUBLIC COMMUNICATIONS SERVICES, INC.
FOR INMATE TELEPHONE SYSTEM (ITS) AND SERVICES**

7.4 Contractor shall notify Sheriff Project Director, Sheriff Project Manager, Probation Project Director and Probation Project Manager when the current Term is within six (6) months from the expiration of this event, Contractor shall send written notification to the addresses herein provided in Exhibit K (County and Contractor Administration) of the Agreement.

3. Paragraph 59.0 (Facsimile) of Exhibit A (Additional Terms and Conditions) of the Agreement is deleted in its entirety and replaced as follows to update the County-mandated provision regarding Counterparts and Electronic Signatures and Representations:

59.0 COUNTERPARTS AND ELECTRONIC SIGNATURES AND REPRESENTATIONS

59.1 This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Agreement. The facsimile, email or electronic signature of the Parties shall be deemed to constitute original signatures, and facsimile or electronic copies hereof shall be deemed to constitute duplicate originals.

59.2 The County and the Contractor hereby agree to regard electronic representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to Paragraph 6 (Change Orders and Amendments) and received via communications facilities (facsimile, email or electronic signature), as legally sufficient evidence that such legally binding signatures have been affixed to Amendments to this Agreement.

4. Paragraph 71.0 (Prohibition from Participation in Future Solicitation(s)) is added to Exhibit A (Additional Terms and Conditions) of the Agreement as follows to add the County-mandated provision regarding Prohibition from Participation in Future Solicitation(s):

**AMENDMENT NUMBER TEN TO AGREEMENT NO. 77655
BY AND BETWEEN
COUNTY OF LOS ANGELES
AND
PUBLIC COMMUNICATIONS SERVICES, INC.
FOR INMATE TELEPHONE SYSTEM (ITS) AND SERVICES**

71.0 PROHIBITION FROM PARTICIPATION IN FUTURE SOLICITATION(S)

71.1 A Proposer, or a Contractor or its subsidiary or Subcontractor ("Proposer/Contractor"), is prohibited from submitting a bid or proposal in a County solicitation if the Proposer/Contractor has provided advice or consultation for the solicitation. A Proposer/Contractor is also prohibited from submitting a bid or proposal in a County solicitation if the Proposer/Contractor has developed or prepared any of the solicitation materials on behalf of the County. A violation of this provision shall result in the disqualification of the Contractor/Proposer from participation in the County solicitation or the termination or cancellation of any resultant County contract. This provision shall survive the expiration, or other termination of this Agreement.

5. Except as expressly provided in this Amendment, all terms and conditions of the Agreement shall remain in full force and effect.
6. Contractor represents and warrants that the person executing this Amendment for Contractor is an authorized agent who has actual authority to bind Contractor to each and every item, condition, and obligation of the Amendment and that all requirements of Contractor have been fulfilled to provide such actual authority.

**AMENDMENT NUMBER TEN TO AGREEMENT NO. 77655
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COUNTY OF LOS ANGELES
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PUBLIC COMMUNICATIONS SERVICES, INC.
FOR INMATE TELEPHONE SYSTEM (ITS) AND SERVICES**

IN WITNESS WHEREOF, the County of Los Angeles, by order of its Board of Supervisors, has caused this Amendment Number Ten to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, and Contractor has executed this Amendment Number Ten, or caused it to be executed by its duly authorized officer.

COUNTY OF LOS ANGELES

By: _____
Chair, Board of Supervisors

ATTEST:
CELICA ZAVALA
Executive Officer of the
Board of Supervisors

By: _____
Deputy

PUBLIC COMMUNICATIONS
SERVICES, INC.

By: Alexandra Booker

Name: ALEXANDRA BOOKER

Title: CONTRACTS MANAGER

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

By: Michele Jackson
Michele Jackson
Principal Deputy County Counsel

ALTERNATE PUBLIC DEFENDER

	FY 2021-22 Final Changes	FY 2021-22 Supplemental Changes	Variance
Appropriation	81,401,000	91,037,000	9,636,000
Intrafund Transfer	181,000	181,000	0
Revenue	1,592,000	4,492,000	2,900,000
Net County Cost	79,628,000	86,364,000	6,736,000
Budgeted Positions	308.0	345.0	37.0

Changes from the 2021-22 Adopted Budget

	Gross Appropriation (\$)	Intrafund Transfers (\$)	Revenue (\$)	Net County Cost (\$)	Budg Pos
ALTERNATE PUBLIC DEFENDER					
2021-22 Adopted Budget	81,401,000	181,000	1,592,000	79,628,000	308.0
1. Post-Conviction Services: Reflects one-time AB109 funding for 10.0 positions to address temporary workload increases related to post-conviction resentencing referrals under amended Penal Code 1170(d) to consider evidence of rehabilitation and post-conviction factors (3.0 Deputy Alternate Public Defender III, 3.0 Psychiatric Social Worker II, 3.0 Paralegal, and 1.0 Mental Health Clinical Supervisor). (4-VOTES)	1,997,000	--	1,997,000	--	10.0
2. Parole Revocations: Reflects AB109 funding to expand the revocation hearings unit including 2.0 Deputy Alternate Public Defender III, 1.0 Paralegal, and 1.0 Psychiatric Social Worker II. (4-VOTES)	903,000	--	903,000	--	4.0
3. Funding Restoration: Reflects the restoration of 1.0 Deputy Alternate Defender, 12.0 Deputy Alternate Public Defender II, and 3.0 Psychiatric Social Worker II positions. (4-VOTES)	3,768,000	--	--	3,768,000	16.0
4. Information Technology (IT): Reflects 1.0 IT Manager I position to oversee the implementation and management of the Client Case Management System. (4-VOTES)	262,000	--	--	262,000	1.0
5. Human Resources: Reflects 1.0 Management Analyst to assist with workload related to exams and personnel operations. (4-VOTES)	171,000	--	--	171,000	1.0
6. Senate Bill (SB) 1437: Reflects one-time funding for 5.0 positions to address temporary workload increases related to the review and petitioning of prior cases eligible for relief or resentencing under SB 1437 (4.0 Deputy Alternate Public Defender III and 1.0 Investigator II, PD). (4-VOTES)	1,343,000	--	--	1,343,000	5.0

ALTERNATE PUBLIC DEFENDER

	Gross Appropriation (\$)	Intrafund Transfers (\$)	Revenue (\$)	Net County Cost (\$)	Budg Pos
7. Various One-Time Funding: Reflects one-time funding for anticipated costs associated with facility leases (\$300,000); telecommunications services (\$150,000); facility refurbishments at the San Fernando and Inglewood field offices (\$163,000); implementation of Client Case Management System (CCMS) (\$300,000); professional development and attorney bar dues (\$143,000); and for retiree health insurance and workers' compensation costs due to anticipated benefit increases and medical cost trends (\$136,000). (4-VOTES)	1,192,000	--	--	1,192,000	--
Total Changes	9,636,000	0	2,900,000	6,736,000	37.0
2021-22 Supplemental Changes	91,037,000	181,000	4,492,000	86,364,000	345.0

DISTRICT ATTORNEY

	FY 2021-22 Final Changes	FY 2021-22 Supplemental	Variance
Appropriation	471,842,000	482,809,000	10,967,000
Intrafund Transfer	4,451,000	4,451,000	0
Revenue	199,093,000	211,144,000	12,051,000
Net County Cost	268,298,000	267,214,000	(1,084,000)
Budgeted Positions	2,130.0	2,138.0	8.0

Changes from the 2021-22 Adopted Budget

	Gross Appropriation (\$)	Intrafund Transfers (\$)	Revenue (\$)	Net County Cost (\$)	Budg Pos
DISTRICT ATTORNEY					
2021-22 Adopted Budget	471,842,000	4,451,000	199,093,000	268,298,000	2,130.0
1. Youth Pre-Filing Diversion Program: Reflects one-time AB109 funding to support community-based service providers for the Department's first-year pilot program for youth diversion. (4-VOTES)	625,000	--	625,000	--	--
2. Consumer Protection and Environmental Crime Programs: Reflects funding from the Consumer Protection Special Revenue Fund to fund 5.0 attorneys, 2.0 investigators, and 1.0 support staff for the Consumer Protection and Environmental Crime Programs. (4-VOTES)	2,090,000	--	2,090,000	--	8.0
3. Body Worn Cameras: Reflects one-time carryover of unspent funding to support the Department's Body-Worn Camera Program. (4-VOTES)	215,000	--	--	215,000	--
4. One-time Funding: Reflects one-time funding for settlement costs, third year of radio system replacement program, negotiated annual bonuses to the Deputy District Attorney, critical contract services and anticipated cost associated with services provided by other County departments. (4-VOTES)	7,871,000	--	--	7,871,000	--
5. Vehicle Replacement Plan: Reflects funding for the County's Vehicle Replacement Program to transition the County's motor vehicle fleet to viable clean fuels to support the County's Clean Fuel – Sustainable Fleet policy. (3-VOTE)	70,000	--	--	70,000	--
6 Consumer Protection Programs & Immigration (Notario) Fraud Program: Reflects an increase in appropriation for the continuation of the Department's Consumer Protection and Immigration Fraud Programs, fully offset with funding from the Consumer Protection Special Revenue Fund. (4-VOTES)	44,000	--	44,000	--	--

DISTRICT ATTORNEY

	Gross Appropriation (\$)	Intrafund Transfers (\$)	Revenue (\$)	Net County Cost (\$)	Budg Pos
7. Public Safety Sales Tax: Reflects the projected increase in Proposition 172 revenue based on historical experience and anticipated trends. (4-VOTES)	--	--	9,240,000	(9,240,000)	--
8. Position Reclassification: Reflects the Board approved reclassification of 1.0 Senior Clerk to Senior Departmental Personnel Assistant. (3-VOTE)	52,000	--	52,000	--	--
Total Changes	10,967,000	0	12,051,000	(1,084,000)	8.0
2021-22 Supplemental Changes	482,809,000	4,451,000	211,144,000	267,214,000	2,138.0

FIRE DEPARTMENT

	FY 2021-22 Final Changes	FY 2021-22 Supplemental Changes	Variance
Financing Sources	1,379,347,000	1,440,404,000	61,057,000
Financing Uses	1,379,347,000	1,440,404,000	61,057,000
Budgeted Positions	4,740.0	4,741.0	1.0

Changes from the 2021-22 Adopted Budget

	Financing Uses (\$)	Financing Sources (\$)	Budg Pos
2021-22 Adopted Budget	1,379,347,000	1,379,347,000	4,740.0
1. Reduction of Boating Safety and Enforcement Financial Aid Program Funding: Reduces Lifeguard Bureau overtime appropriation to offset the loss of revenue. (3-VOTES)	(1,060,000)	(1,060,000)	-
<i>Lifeguard</i>	(1,060,000)	(1,060,000)	-
2. Replacement of Boating Safety and Enforcement Financial Aid Program Funding: Reflects the addition of NCC to avoid curtailing Lifeguard Division ocean rescue operations. (4-VOTES)	1,060,000	1,060,000	-
<i>Lifeguard</i>	1,060,000	1,060,000	-
3. Emergency Operations: Reflects funding to purchase equipment to create additional paramedic assessment units and a device that ensures that breathing apparatuses are properly fitted to emergency personnel. (3-VOTES)	750,000	-	-
<i>Emergency Medical Services</i>	675,000		
<i>Operations</i>	75,000	-	-
4. Administrative Operations: Reflects funding primarily for station computers replacements, station security cameras, timekeeping system maintenance costs, EPIC-LA permit system costs, a security fence and other administrative needs. (3-VOTES)	1,936,000	-	-
<i>Administrative</i>	1,546,000	-	-
<i>Operations</i>	19,000	-	-
<i>Prevention</i>	100,000		
<i>Special Services</i>	271,000	-	-
5. Community Outreach, Recruitment, Diversity, and Inclusion (CORDI) Support Positions: Reflects the reclassification of 1.0 Training and Communications Specialist to an Administrative Services Manager II to manage the CORDI unit. (3-VOTES)	-	-	-
<i>Administrative</i>	-	-	-
6. Construction and Maintenance Projects: Reflects funding for various critical maintenance projects at various stations, headquarters and the Del Valle Training Center. (3-VOTES)	2,400,000	-	-
<i>Special Services</i>	2,400,000	-	-

FIRE DEPARTMENT

	Financing Uses (\$)	Financing Sources (\$)	Budg Pos
7. Vehicle Accumulative Capital Outlay Fund: Reflects the transfer of funding to the Vehicle Accumulative Capital Outlay Fund, to be used for future emergency apparatus and non-emergency vehicle fleet replacement purchases. (3-VOTES)	7,522,000	-	-
<i>Administrative</i>	7,522,000	-	-
8. Other Salaries and Employee Benefits: Reflects adjustments to employee benefits based on historical costs and current year projections. (3-VOTES)	8,985,000	-	-
<i>Administrative</i>	329,000	-	-
<i>Emergency Medical Services</i>	104,000	-	-
<i>Executive</i>	200,000	-	-
<i>Health – Hazardous Materials</i>	266,000	-	-
<i>Leadership & Professional Standards</i>	41,000	-	-
<i>Lifeguard</i>	733,000	-	-
<i>Operations</i>	5,983,000	-	-
<i>Prevention</i>	820,000	-	-
<i>Special Services</i>	509,000	-	-
9. Prior-Year Carryovers: Reflects the carryover of unused funding from the prior fiscal year for various expenses including settlement costs, temporary safety personnel, and the purchase of dispatch software. (3-VOTES)	19,888,000	-	-
<i>Administrative</i>	16,000,000	-	-
<i>Emergency Medical Services</i>	174,000	-	-
<i>Operations</i>	3,714,000	-	-
10. Defensible Space Inspection Services: Reflects an increase to provide inspections to support the State's Assembly Bill-38 initiative to retrofit communities and prevent the spread of wildfires. (4-VOTES)	189,000	173,000	1.0
<i>Prevention</i>	189,000	173,000	1.0
11. CALFIRE Service Augmentation: Reflects the addition of one-time funding from the California Department of Forestry and Fire Protection (CALFIRE) to complete fire prevention projects for the Tonner Motorway System and Tonner Canyon South vegetation management plans. (4-VOTES)	717,000	717,000	-
<i>Prevention</i>	717,000	717,000	-
12. Emergency Medical Services: Reflects the carryover of Measure B funding for the Advanced Provider Response Unit pilot program. (4-VOTES)	1,228,000	1,228,000	-
<i>Emergency Medical Services</i>	1,228,000	1,228,000	-
13. Grants: Reflects the addition of Board-approved grant funding for various expenses. (4-VOTES)	1,234,000	1,234,000	-
<i>Executive</i>	1,125,000	1,125,000	-
<i>Operations</i>	109,000	109,000	-
14. Productivity Investment Fund Grant: Reflects an increase to purchase dispatch software. (4-VOTES)	37,000	37,000	-

FIRE DEPARTMENT

	Financing Uses (\$)	Financing Sources (\$)	Budg Pos
Emergency Medical Services	37,000	37,000	-
15. Utility User Tax - Measure U: Reflects the carryover of unused Utility User Tax - Measure U funding. (4-VOTES)	54,000	54,000	-
<i>Prevention</i>	54,000	54,000	-
16. AB 109: Reflects the carryover of funding for previously ordered crew buses and equipment. (4-VOTES)	546,000	546,000	-
<i>Operations</i>	546,000	546,000	-
17. Property Tax: Reflects an increase in property taxes based on a projected increase in assessed valuation. (4-VOTES)	-	8,869,000	-
<i>Financing Elements</i>	-	8,869,000	-
18. Special Tax: Reflects an increase in special taxes based on prior-year collection trends. (4-VOTES)	-	12,000	-
<i>Financing Elements</i>	-	12,000	-
19. Other Revenue Changes: Reflects adjustments based on the latest projections for Assistance by Hire revenue, Graybook revenue, fee revenue, prevention revenue, and other revenue. (4-VOTES)	-	855,000	-
<i>Financing Elements</i>	-	229,000	-
<i>Health – Hazardous Materials</i>	-	(2,435,000)	-
<i>Leadership & Professional Standards</i>	-	3,000	-
<i>Lifeguard</i>	-	(601,000)	-
<i>Operations</i>	-	2,763,000	-
<i>Prevention</i>	-	2,000	-
<i>Special Services</i>	-	894,000	-
20. Fund Balance: Reflects fund balance from the prior fiscal year and the related funding in Appropriations for Contingencies. (3-VOTES)	47,332,000	47,332,000	-
<i>Financing Elements</i>	47,332,000	47,332,000	-
21. Appropriation for Contingencies: Reflects a decrease to fund other expenses. (3-VOTES)	(31,761,000)	-	-
<i>Administrative</i>	(4,064,000)	-	-
<i>Financing Elements</i>	(25,911,000)	-	-
<i>Special Services</i>	(1,786,000)	-	-
Total Changes	61,057,000	61,057,000	1.0
2021-22 Supplemental Changes	1,440,404,000	1,440,404,000	4,741.0

LIFEGUARD – FIRE DEPARTMENT

	FY 2021-22 Final Changes	FY 2021-22 Supplemental Changes	Variance
Appropriation	39,549,000	40,609,000	1,060,000
Intrafund Transfer	0	0	0
Revenue	0	0	0
Net County Cost	39,549,000	40,609,000	1,060,000
Budgeted Positions	0.0	0.0	0.0

Changes from the 2021-22 Adopted Budget

	Gross Appropriation (\$)	Intrafund Transfers (\$)	Revenue (\$)	Net County Cost (\$)	Budg Pos
LIFEGUARD – FIRE DEPARTMENT					
2021-22 Adopted Budget	39,549,000	0	0	39,549,000	0.0
1. Funding Restoration: Reflects additional funding to replace the remaining State Boating Safety and Enforcement Financial Aid Program funding that was diverted to the Sheriff's Department.	1,060,000	--	--	1,060,000	--
Total Changes	1,060,000	0	0	1,060,000	0.0
2021-22 Supplemental Changes	40,609,000	0	0	40,609,000	0.0

GRAND JURY

	FY 2021-22 Final Changes	FY 2021-22 Supplemental Changes	Variance
Appropriation	1,933,000	1,933,000	0
Intrafund Transfer	0	0	0
Revenue	4,000	4,000	0
Net County Cost	1,929,000	1,929,000	0
Budgeted Positions	5.0	5.0	0.0

Changes from the 2021-22 Adopted Budget

	Gross Appropriation (\$)	Intrafund Transfers (\$)	Revenue (\$)	Net County Cost (\$)	Budg Pos
2021-22 Adopted Budget	1,933,000	0	4,000	1,929,000	5.0
1. NO CHANGES	--	--	--	--	--
Total Changes	0	0	0	0	0.0
2021-22 Supplemental Changes	1,933,000	0	4,000	1,929,000	5.0

LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM

	FY 2021-22 Final Changes	FY 2021-22 Supplemental Changes	Variance
Appropriation	0	0	0
Intrafund Transfer	0	0	0
Revenue	0	0	0
Net County Cost	0	0	0
Budgeted Positions	0.0	0.0	0.0

Changes from the 2021-22 Adopted Budget

	Gross Appropriation (\$)	Intrafund Transfer (\$)	Revenue (\$)	Net County Cost (\$)	Budg Pos
2021-22 Adopted Budget	0	0	0	0	0.0
1. NO CHANGES	--	--	--	--	--
Total Changes	0	0	0	0	0.0
2021-22 Supplemental Changes	0	0	0	0	0.0

MEDICAL EXAMINER-CORONER

	FY 2021-22 Final Changes	FY 2021-22 Supplemental Changes	Variance
Appropriation	47,370,000	51,496,000	4,126,000
Intrafund Transfer	3,000	3,000	0
Revenue	2,263,000	2,706,000	443,000
Net County Cost	45,104,000	48,787,000	3,683,000
Budgeted Positions	238.0	240.0	2.0

Changes from the 2021-22 Adopted Budget

	Gross Appropriation (\$)	Intrafund Transfers (\$)	Revenue (\$)	Net County Cost (\$)	Budg Pos
MEDICAL EXAMINER-CORONER					
2021-22 Adopted Budget	47,370,000	3,000	2,263,000	45,104,000	238.0
1. Death Investigations: Reflects funding for 2.0 supervisory positions to address increased caseload. (4-VOTES)	354,000	--	--	354,000	2.0
2. Forensic Medicine: Reflects one-time funding for a physician specialist contract, physician recruitment incentives, and a CT Scanner. (4-VOTES)	905,000	--	--	905,000	--
3. Various Administrative and Facility Support Funding: Reflects one-time funding for a software vendor and dedicated project manager consultant to lead implementation of a modern case management system solution, contracted security patrol services for operations at High Desert Hospital, specialized custodial services, department name change costs, and to complete renovation of three family meeting rooms. Also includes ongoing funding for personnel exam costs. (4-VOTES)	2,241,000	--	--	2,241,000	--
4. Forensic Laboratories: Reflects one-time funding for laboratory software and to outsource toxicology testing. (4-VOTES)	545,000	--	441,000	104,000	--
5. Vehicle Replacement Plan: Reflects funding for the County's Vehicle Replacement Program to transition the County's motor vehicle fleet to viable clean fuels to support the County's Clean Fuel – Sustainable Fleet policy. (4-VOTES)	81,000	--	2,000	79,000	--
Total Changes	4,126,000	--	443,000	3,683,000	2.0
2021-22 Supplemental Changes	51,496,000	3,000	2,706,000	48,787,000	240.0

PROBATION DEPARTMENT

	FY 2020-21 Final Changes	FY 2021-22 Supplemental Changes	Variance
Appropriation	1,013,240,000	1,038,522,000	25,282,000
Intrafund Transfer	3,444,000	3,444,000	0
Revenue	370,232,000	381,703,000	11,471,000
Net County Cost	639,564,000	653,375,000	13,811,000
Budgeted Positions	5,540.0	5,568.0	28.0

Changes from the 2021-22 Adopted Budget

	Gross Appropriation (\$)	Intrafund Transfers (\$)	Revenue (\$)	Net County Cost (\$)	Budg Pos
PROBATION DEPARTMENT					
2021-22 Adopted Budget	1,013,240,000	3,444,000	370,232,000	639,564,000	5,540.0
1. California Department of Justice Memorandum of Understanding (CA DOJ MOU): Reflects funding for 28.0 positions and related services and supplies to implement the settlement agreement between the CA DOJ and the Probation Department. The requirements associated with the implementation and sustained monitoring of the MOU requires dedicated personnel to ensure compliance to the agreement. (3-VOTES)	4,434,000	--	--	4,434,000	28.0
<i>Juvenile Institution – Detention Services</i>	4,434,000	--	--	4,434,000	28.0
2. Pretrial Release Pilot Program Grant Award: Reflects funding for the Pretrial Release Pilot Program that was awarded by the Judicial Council of California and approved by the Board on February 11, 2020. The pilot program was delayed due to COVID-19, and the grant was extended to June 30, 2022. The appropriation of \$14.6M represents Year 3 of the allocation and the unspent carryover from Year 2. (4-VOTES)	14,563,000	--	14,563,000	--	--
<i>Field Services</i>	14,563,000	--	14,563,000	--	--
3. Alternative to Incarceration (ATI) Partnership on Incubation Academy: Reflects the first-year partnership funding of the ATI Incubation Academy, fully offset by one-time Post-Release Community Supervision funds. The partnership program will be funded over three years for a total of \$15.0 million. (4-VOTES)	5,000,000	--	5,000,000	--	--
<i>Field Services</i>	5,000,000	--	5,000,000	--	--

PROBATION DEPARTMENT

	Gross Appropriation (\$)	Intrafund Transfers (\$)	Revenue (\$)	Net County Cost (\$)	Budg Pos
4. Funding Certainty Grant (FCG): Reflects the FCG funds authorized by the Family First Transition Act (FFTA) to support and mitigate the financial shortfalls due to State's transition from participation in the Title IV-E Waiver Project to implementation of the Family First Prevention Services Act (FFPSA). These funds will allow the Department to continue the Educational Specialist contract and fund five Public Health nurses. (4-VOTES)	5,805,000	--	5,805,000	--	--
<i>Special Services</i>	5,805,000	--	5,805,000	--	--
5. Commercially Sexually Exploited Children (CSEC): Reflects the Healthier Communities, Strong Families, Thriving Children (HST) budget approved on June 8, 2021 by the Board for the National Center of Youth Law delegated authority agreement extension. (3-VOTES)	437,000	--	--	437,000	--
<i>Special Services</i>	437,000	--	--	437,000	--
6. Eliminating Criminal Fines and Fees: Reflects one-time funding to address the loss of fines and fees revenue under Assembly Bill 1869, effective July 1, 2021. The fiscal impact to the Department included loss revenues for the Cost of Probation Supervision/Investigation Services (\$4.5M), Cost Recovery for the Collections Unit (\$1.7M) and Electronic Monitoring (\$0.4M), and a cost increase to the Electronic Monitoring Program contract (\$1.4M). (4-VOTES)	1,400,000	--	(6,609,000)	8,009,000	--
<i>Field Services</i>	1,400,000	--	(6,393,000)	7,793,000	--
<i>Special Services</i>	--	--	(216,000)	216,000	--
7. Position Adjustments: Reflects positions adjustments based on departmental staffing needs. Includes the addition of 1.0 Management Secretary III (Adult CORE) and 1.0 Warehouse Worker Aid (Central Records), fully offset by the deletion of 2.0 vacant positions. (3-VOTES)	--	--	--	--	--
<i>Field Services</i>	--	--	--	--	--
8. Juvenile Justice Realignment Block Grant (JJRBG): Reflects the transfer of JJRBG revenue from the Probation Department's operating budget to the newly created Special Revenue Fund (DP7) for JJRBG. (4-VOTES)	(8,299,000)	--	(8,299,000)	--	--
<i>Juvenile Institution – Detention Services</i>	(8,299,000)	--	(8,299,000)	--	--
9. Vehicle Replacement Program: Reflects funding for the County's Vehicle Replacement Program to transition the County's motor vehicle fleet to viable clean fuels to support the County's Clean Fuel – Sustainable Fleet policy. (3-VOTES)	931,000	--	--	931,000	--
<i>Support Services</i>	931,000	--	--	931,000	--

PROBATION DEPARTMENT

	Gross Appropriation (\$)	Intrafund Transfers (\$)	Revenue (\$)	Net County Cost (\$)	Budg Pos
10. Juvenile Justice Crime Prevention Act (JJCPA): Reflects ministerial alignment of the JJCPA budget with the Juvenile Justice Coordinating Council's (JJCC) approved spending plan. (4-VOTES)	27,000	--	27,000	--	--
<i>Support Services</i>	27,000	--	27,000	--	--
11. Community Corrections Performance Incentives Fund (CCPIF): Reflects program adjustments for Board-approved increases in salaries, employee benefit changes and associated services and supplies. (4-VOTES)	984,000	--	984,000	--	--
<i>Field Services</i>	984,000	--	984,000	--	--
Total Changes	25,282,000	0	11,471,000	13,811,000	28.0
2021-22 Supplemental Changes	1,038,522,000	3,444,000	381,703,000	653,375,000	5,568.0

PROBATION DEPARTMENT – COMMUNITY-BASED CONTRACTS

	FY 2020-21 Final Changes	FY 2021-22 Supplemental Changes	Variance
Appropriation	2,920,000	8,797,000	5,877,000
Intrafund Transfer	0	0	0
Revenue	0	0	0
Net County Cost	2,920,000	8,797,000	5,877,000
Budgeted Positions	0.0	0.0	0.0

Changes from the 2021-22 Adopted Budget

	Gross Appropriation (\$)	Intrafund Transfers (\$)	Revenue (\$)	Net County Cost (\$)	Budg Pos
PROBATION DEPARTMENT					
2021-22 Adopted Budget	2,920,000	0	0	2,920,000	0.0
1. One-Time Funding: Reflects year-end savings to be carried over in FY 2021-22. (4-VOTES)	5,877,000	--	--	5,877,000	--
Total Changes	5,877,000	0	0	5,877,000	0.0
2021-22 Supplemental Changes	8,797,000	0	0	8,797,000	0.0

PUBLIC DEFENDER

	FY 2021-22 Final Changes	FY 2021-22 Supplemental Changes	Variance
Appropriation	254,783,000	282,871,000	28,088,000
Intrafund Transfer	771,000	771,000	0
Revenue	10,907,000	21,208,000	10,301,000
Net County Cost	243,105,000	260,892,000	17,787,000
Budgeted Positions	1,095.0	1150.0	55.0

Changes from the 2021-22 Adopted Budget

	Gross Appropriation (\$)	Intrafund Transfers (\$)	Revenue (\$)	Net County Cost (\$)	Budg Pos
PUBLIC DEFENDER					
2021-22 Adopted Budget	254,783,000	771,000	10,907,000	243,105,000	1,095.0
1. Post-Conviction Services: Reflects one-time AB109 funding for 26.0 positions to address temporary workload increases related to post-conviction resentencing referrals under amended Penal Code 1170(d) to consider evidence of rehabilitation and post-conviction factors (8.0 Deputy Public Defender III, 1.0 Supervising Paralegal, 8.0 Paralegal, 1.0 Mental Health Clinical Supervisor, and 8.0 Psychiatric Social Worker II). (4-VOTES)	5,226,000	--	5,226,000	--	26.0
2. Parole Revocations: Reflects AB109 funding for 6.0 positions to expand the revocation hearings unit (1.0 Mental Health Clinical Supervisor, 4.0 Psychiatric Social Worker II, and 1.0 Legal Office Support Assistant II). (4-VOTES)	909,000	--	909,000	--	6.0
3. Holistic Advocacy Pilot: Reflects one-time AB109 funding for non-legal holistic advocates to provide wraparound support and improve linkages to service providers. (4-VOTES)	2,363,000	--	2,363,000	--	--
4. Law Clerk Program: Reflects one-time funding for 11.0 Senior Law Clerk positions for the department's post-bar law clerk program. (4-VOTES)	492,000	--	--	492,000	11.0
5. Legal Staffing: Reflects 9.0 Deputy Public Defender III positions to assist with caseload, including backlogged cases resulting from pandemic-related court restrictions. (4-VOTES)	2,650,000	--	--	2,650,000	9.0
6. Human Resources: Reflects the restoration of 2.0 Management Analyst positions to assist with workload related to exams and personnel operations. (4-VOTES)	342,000	--	--	342,000	2.0
7. Law Enforcement Accountability: Reflects 1.0 Deputy Public Defender III position to expand the Law Enforcement Accountability Unit. (4-VOTES)	294,000	--	--	294,000	1.0

PUBLIC DEFENDER

	Gross Appropriation (\$)	Intrafund Transfers (\$)	Revenue (\$)	Net County Cost (\$)	Budg Pos
8. Budgeted Salary Savings: Reflects ongoing funding to reduce the department's budgeted salary savings from 9.4 percent to 8.3 percent to enable the filling of all vacant positions. (4-VOTES)	1,800,000	--	--	1,800,000	--
9. Client Case Management System: Reflects Board-approved ongoing and one-time funding for the continued implementation of CCMS and carryover funding for tasks related to system integration, server hosting, and organizational change management, as well as one-time funding for integration with the Trial Court Information System (TCIS). (4-VOTES)	6,703,000	--	--	6,703,000	--
10. County Services: Reflects one-time funding for anticipated costs associated with facility leases (\$351,000) and services provided by County Counsel (\$635,000), Internal Services (\$397,000), Department of Human Resources (\$315,000), and other County departments (\$556,000). (4-VOTES)	2,254,000	--	--	2,254,000	--
11. Various One-time Funding: Reflects one-time funding for legal settlement costs (\$2,150,000); continued professional development of law personnel (\$334,000); attorney bar dues (\$57,000); and for disability benefits and retiree health insurance due to anticipated benefit increases and medical cost trends (\$190,000). (4-VOTES)	2,731,000	--	--	2,731,000	--
12. Various Carryover: Reflects carryover of one-time funding provided for the Body-Worn Camera program (\$148,000), facility upgrades at the Lomita County Administration Building (\$267,000), and the Cherwell IT asset management system (\$106,000). (4-VOTES)	521,000	--	--	521,000	--
13. MacArthur Grant Funding: Reflects grant funding for courtroom diversion pilots as part of the MacArthur Foundation's Justice and Safety Challenge initiative. (4-VOTES)	359,000	--	359,000	--	--
14. Homeless Initiative: Reflects an increase in Measure H funding for the Criminal Record Clearing Project (Strategy D6) and the restoration of 1.0 Deputy Public Defender II position. (4-VOTES)	1,295,000	--	1,295,000	--	1.0
15. Juvenile Justice Crime Prevention Act (JJCPA) Funding: Reflects additional revenue provided by the Probation Department to offset increased personnel costs of JJCPA-funded staff. (4-VOTES)	149,000	--	149,000	--	--
16. Department Reorganization: Reflects the addition of 1.0 Assistant Public Defender position offset by the deletion of 1.0 Division Chief, PD and 1.0 Deputy Public Defender I. (3-VOTES)	--	--	--	--	(1.0)

PUBLIC DEFENDER

	Gross Appropriation (\$)	Intrafund Transfers (\$)	Revenue (\$)	Net County Cost (\$)	Budg Pos
17. Board-approved Reclassification: Reflects the reclassification of 1.0 Intermediate Typist-clerk position to 1.0 Accounting Technician I. (3-VOTES)	--	--	--	--	--
Total Changes	28,088,000	0	10,301,000	17,787,000	55.0
2021-22 Supplemental Changes	282,871,000	771,000	21,208,000	260,892,000	1150.0

SHERIFF

	FY 2021-22 Final Changes	FY 2021-22 Supplemental Changes	Variance
Appropriation	3,453,407,000	3,464,529,000	11,122,000
Intrafund Transfer	108,743,000	91,459,000	(17,284,000)
Revenue	1,716,212,000	1,774,917,000	58,705,000
Net County Cost	1,628,452,000	1,598,153,000	(30,299,000)
Budgeted Positions	17,040.0	17,099.0	59.0

Changes from the 2021-22 Adopted Budget

	Gross Appropriation (\$)	Intrafund Transfers (\$)	Revenue (\$)	Net County Cost (\$)	Budg Pos
SHERIFF					
2021-22 Adopted Budget	3,453,407,000	108,743,000	1,716,212,000	1,628,452,000	17,040.0
1. Position Adjustments: Reflects approved reorganization and restoration of positions, fully offset by deletion of various positions, to more accurately reflect current departmental needs. Also reflects adjustments to correct position levels added in prior fiscal years. (3-VOTES)	--	--	--	--	(3.0)
Administration	2,202,000	--	--	2,202,000	10.0
Court	(428,000)	--	--	(428,000)	(2.0)
Custody	--	--	--	--	(2.0)
Detective	(1,722,000)	--	--	(1,722,000)	(8.0)
General Support	(52,000)	--	--	(52,000)	(1.0)
Patrol Clearing	--	--	--	--	--
2. Miscellaneous Realignments: Reflects realignment of appropriation categories and corrections of prior coding entries to more accurately reflect operational needs. (3-VOTES)	--	--	--	--	--
Administration	--	--	--	--	--
County Services	--	--	--	--	--
Detective	--	--	--	--	--
General Support	--	--	--	--	--
Patrol Clearing	--	--	--	--	--
3. Department of Boating & Waterways (DBW) Grant: Reflects an adjustment in State revenue associated with the Board-approved amended resolution to distribute the DBW grant funds solely to the Sheriff's Department. (3-VOTES)	--	--	1,060,000	(1,060,000)	--

SHERIFF

	Gross Appropriation (\$)	Intrafund Transfers (\$)	Revenue (\$)	Net County Cost (\$)	Budg Pos
<i>Patrol - Specialized & Unallocated (S&U)</i>	--	--	1,060,000	(1,060,000)	--
4. Substance Treatment and Re-entry Transition (START) Program: Reflects AB109 funding and an increase of 32.0 positions for costs associated with the continuation of the START Program in the jails. (4-VOTES)	4,813,000	--	4,813,000	--	32.0
<i>Custody</i>	4,813,000	--	4,813,000	--	32.0
5. Medication-Assisted Treatment (MAT) Program: Reflects AB109 funding and an increase of 31.0 positions for costs associated with the continuation of the MAT Program in the jails. (4-VOTES)	5,755,000	--	5,755,000	--	31.0
<i>Custody</i>	5,755,000	--	5,755,000	--	31.0
6. Los Angeles Regional Interoperable Communications Authority (LARICS): Reflects a decrease of 2.0 positions, fully offset by LARICS revenue, as per contract amendment. (4-VOTES)	(386,000)	--	(386,000)	--	(2.0)
<i>County Services</i>	(193,000)	--	(193,000)	--	(1.0)
<i>General Support</i>	(193,000)	--	(193,000)	--	(1.0)
7. Mobile Command Post: Reflects an adjustment to remove prior-year intrafund transfer and revenue that was provided on a one-time basis for the purchase of a Mobile Command Post for the Crescenta Valley Station. (4-VOTES)	(360,000)	(120,000)	(240,000)	--	--
<i>Patrol – S&U</i>	(360,000)	(120,000)	(240,000)	--	--
8. School Resource Deputy: Reflects an increase of 1.0 Deputy Sheriff and associated services and supplies and equipment costs, fully offset by School Resource revenue. (4-VOTES)	329,000	--	329,000	--	1.0
<i>Patrol Clearing</i>	--	--	--	--	1.0
<i>Patrol – S&U</i>	329,000	--	329,000	--	--
9. Contract Changes: Reflects a net decrease of 23.0 positions, fully offset by contract cities revenue and other County departments. (4-VOTES)	(15,591,000)	(17,361,000)	1,770,000	--	(23.0)
<i>County Services</i>	(16,417,000)	(17,361,000)	944,000	--	(25.0)
<i>Patrol Clearing</i>	--	--	--	--	2.0
<i>Patrol – Contract Cities (CC)</i>	790,000	--	790,000	--	--
<i>Patrol – S&U</i>	36,000	--	36,000	--	--
10. Real Estate Fraud Team: Reflects an increase of 1.0 Deputy Sheriff, fully offset by Real Estate Fraud revenue. (4-VOTES)	244,000	--	244,000	--	1.0
<i>Detective</i>	244,000	--	244,000	--	1.0

SHERIFF

	Gross Appropriation (\$)	Intrafund Transfers (\$)	Revenue (\$)	Net County Cost (\$)	Budg Pos
11. Civil Management Bureau: Reflects an increase in salaries and employee benefits for costs associated with civil process operations, fully offset by Operating Transfers In revenue from the Processing Fee Fund. (4-VOTES)	1,745,000	--	1,745,000	--	--
<i>Court</i>	1,745,000	--	1,745,000	--	--
12. Vehicle Theft Prevention Program: Reflects an increase in salaries and employee benefits for costs associated with vehicle theft prevention activities, fully offset by Operating Transfers In revenue from the Vehicle Theft Prevention Fund. (4-VOTES)	1,722,000	--	1,722,000	--	--
<i>Detective</i>	1,722,000	--	1,722,000	--	--
13. Los Angeles County Regional Identification System (LACRIS): Reflects an increase of 1.0 Law Enforcement Technician, fully offset by Operating Transfers In revenue from the Automated Fingerprint Identification System Fund. (4-VOTES)	139,000	--	139,000	--	1.0
<i>General Support</i>	139,000	--	139,000	--	1.0
14. Various Grant Adjustments: Reflects net changes in appropriation, intrafund transfers, and revenue to account for the elimination of expired grants and continuation of multi-year grants. (4-VOTES)	(9,240,000)	197,000	(9,437,000)	--	--
<i>Custody</i>	(112,000)	--	(112,000)	--	--
<i>Detective</i>	(1,455,000)	--	(1,455,000)	--	--
<i>General Support</i>	(3,216,000)	--	(3,216,000)	--	--
<i>Patrol Clearing</i>	--	--	--	--	--
<i>Patrol – S&U</i>	(4,457,000)	197,000	(4,654,000)	--	--
15. Body-Worn Camera (BWC) Project: Reflects ongoing (\$1.8 million) and one-time (\$7.1 million) funding for costs associated with the completion of the roll-out phase of the BWC project, partially offset by the transfer of funding from the Provisional Finances Uses budget. (4-VOTES)	8,950,000	--	--	8,950,000	--
<i>Detective</i>	7,183,000	--	--	7,183,000	--
<i>Patrol Clearing</i>	--	--	--	--	--
<i>Patrol – S&U</i>	1,767,000	--	--	1,767,000	--
16. Veterans Mental Evaluation Team (VMET): Reflects an increase of 6.0 positions and funding for costs associated with expanding the Mental Evaluation Team for the veteran population. (4-VOTES)	1,971,000	--	--	1,971,000	6.0
<i>Patrol Clearing</i>	--	--	--	--	6.0
<i>Patrol – S&U</i>	1,971,000	--	--	1,971,000	--

SHERIFF

	Gross Appropriation (\$)	Intrafund Transfers (\$)	Revenue (\$)	Net County Cost (\$)	Budg Pos
17. Public Records Act: Reflects an increase of 14.0 positions and funding for costs associated with the expansion of the Department's Public Records Act Section. (4-VOTES)	2,537,000	--	--	2,537,000	14.0
<i>General Support</i>	2,537,000	--	--	2,537,000	14.0
18. Antelope Valley/Department of Justice (DOJ) Settlement Agreement: Reflects a net increase of 1.0 position and funding for costs associated with mandated reforms as per the settlement agreement with the DOJ. (4-VOTES)	359,000	--	--	359,000	1.0
<i>Patrol Clearing</i>	--	--	--	--	1.0
<i>Patrol – S&U</i>	359,000	--	--	359,000	--
19. Marijuana Eradication Team: Reflects \$1.7 million in ongoing funding for overtime associated with enhanced enforcement against water theft and illegal cannabis grows in the Antelope Valley. Also reflects \$0.7 million in one-time funding primarily for ten (10) trucks. (4-VOTES)	2,443,000	--	--	2,443,000	--
<i>Detective</i>	1,940,000	--	--	1,940,000	--
<i>Patrol Clearing</i>	--	--	--	--	--
<i>Patrol – S&U</i>	503,000	--	--	503,000	--
20. Automated Justice Information System (AJIS): Reflects one-time funding for costs associated with consultant services to conduct a Business Process Review of the jail management systems and business operation functions that will be supported with a new Integrated Jail Management System. (4-VOTES)	830,000	--	--	830,000	--
<i>General Support</i>	830,000	--	--	830,000	--
21. Cannabis Consumer Health and Safety Taskforce: Reflects one-time funding for overtime costs associated with combatting illegal dispensaries in unincorporated areas, and illegal grows in the Antelope Valley. (4-VOTES)	2,475,000	--	--	2,475,000	--
<i>Detective</i>	2,475,000	--	--	2,475,000	--
22. Launchers and Ammunition: Reflects one-time funding for costs associated with replacement of existing stunbag shotguns with less lethal weapons and ammunition. (4-VOTES)	1,556,000	--	--	1,556,000	--
<i>General Support</i>	1,556,000	--	--	1,556,000	--
23. Public Safety Sales Tax (Proposition 172): Reflects a projected increase in revenue based on historical experience and anticipated trends. (4-VOTES)	--	--	51,191,000	(51,191,000)	--
<i>Administration</i>	--	--	438,000	(438,000)	--
<i>Custody</i>	--	--	17,115,000	(17,115,000)	--

SHERIFF

	Gross Appropriation (\$)	Intrafund Transfers (\$)	Revenue (\$)	Net County Cost (\$)	Budg Pos
<i>Detective</i>	--	--	3,685,000	(3,685,000)	--
<i>General Support</i>	--	--	4,232,000	(4,232,000)	--
<i>Patrol – S&U</i>	--	--	25,721,000	(25,721,000)	--
24. Measure U – Utility Users Tax (UUT): Reflects one-time funding for costs associated with various community programs. (4-VOTES)	459,000	--	--	459,000	--
<i>County Services</i>	47,000	--	--	47,000	--
<i>Patrol Clearing</i>	--	--	--	--	--
<i>Patrol – S&U</i>	237,000	--	--	237,000	--
<i>Patrol – Unincorporated Areas</i>	175,000	--	--	175,000	--
25. Community Programs: Reflects one-time funding for costs associated with the Crime Suppression Team and increased patrol in the Marina Del Rey beach areas. (4-VOTES)	372,000	--	--	372,000	--
<i>Patrol Clearing</i>	--	--	--	--	--
<i>Patrol – S&U</i>	372,000	--	--	372,000	--
Total Changes	11,122,000	(17,284,000)	58,705,000	(30,299,000)	59.0
2021-22 Supplemental Changes	3,464,529,000	91,459,000	1,774,917,000	1,598,153,000	17,099.0

SW 9/7/21

TRIAL COURT OPERATIONS

	FY 2021-22 Final Changes	FY 2021-22 Supplemental Changes	Variance
Appropriation	404,402,000	404,652,000	250,000
Intrafund Transfer	0	0	0
Revenue	63,227,000	62,287,000	(940,000)
Net County Cost	341,175,000	342,365,000	1,190,000
Budgeted Positions	50.0	50.0	0.0

Changes from the 2020-21 Adopted Budget

	Gross Appropriation (\$)	Intrafund Transfers (\$)	Revenue (\$)	Net County Cost (\$)	Budg Pos
TRIAL COURT OPERATIONS		0			
2020-21 Adopted Budget	404,402,000	0	63,227,000	341,175,000	50.0
1. AB 1869 (Elimination of Fines and Fees): Reflects one-time funding to backfill the loss of revenue from the impact of AB 1869 that eliminated certain criminal fines and fees. (4-VOTES)	--	--	(940,000)	940,000	--
2. Los Angeles County Bar Association Adult Contract: Reflects one-time funding to address an increase in the adult contract administrative fee associated with supervision and an automated case management system. (4-VOTES)	250,000	--	--	250,000	--
Total Changes	250,000	--	(940,000)	1,190,000	0.0
2020-21 Supplemental Changes	404,652,000	0	62,287,000	342,365,000	50.0

AB 109 FUNDING ALLOCATIONS AND ANALYSIS

◊ BACKGROUND

The Public Safety Realignment Act (commonly known as AB 109) transferred responsibility from the State to California's counties for supervision, rehabilitation and custody of certain non-violent, non-serious, and non-sex offenders. It also changed the funding source for trial court security and juvenile justice operations at the county level. In Los Angeles County, a cross-disciplinary Public Safety Realignment Team (PSRT) has been charged with coordinating AB 109 implementation. PRST is chaired by the County's Probation Chief and includes a wide range of County and community representatives. At the direction of the Board of Supervisors, the PRST in December 2020 updated its membership structure and was charged with revising the original AB 109 implementation plan to reflect the Board's *Care First, Jails Last* vision and to make funding recommendations based on Board priorities to the Chief Executive Office for consideration as part of the budget process.

◊ ISSUES

We have embarked on a multi-year process to transform the County's justice system to align with the Board's *Care First, Jails Last* vision. The PRST is an essential part of this effort. In its initial report, the PRST made an extensive range of recommendations in alignment with the revised AB 109 implementation plan directed by the Board.

In Fiscal Year 2021-2022, an additional \$123.6 million of AB 109 funding was allocated to LA County for public safety and revocation hearings. This includes \$53.2 million of new State funding (ongoing growth), which was allocated to PSRT recommended programs: \$31.4 million to diversion and re-entry preventative housing, treatment, and services; \$3 million to Public Health; and an additional \$16.6 million to in-custody harm reduction programs. Additionally, \$70.4 million of one-time funding was allocated primarily to programs supported by the PSRT. This is funding that previously would have been allocated to law enforcement programs and activities. (See Page 3 for detailed listing.)

◊ CLOSING THE GAP



Other PSRT recommendations are not being recommended at this time for the following reasons:

- Additional information is required to clarify costs and ability to operationalize recommended programs and/or determine whether the recommended programs are appropriate under AB 109.
- Some recommendations are on a longer track and can be implemented after required changes take place, such as a sustained decrease in the jail population.
- It is important to note that a substantial amount of AB 109 funding — \$352.7 million as of FY 21-22 Final Changes Budget — is required to support AB 109 legally-mandated operations. Immediate implementation of some PRST recommendations would require diverting funding from ongoing operations and result in curtailments of County staff, which can only occur after an extensive planning process, including consideration of legal responsibilities/mandates and labor issues.

○ NEXT STEPS

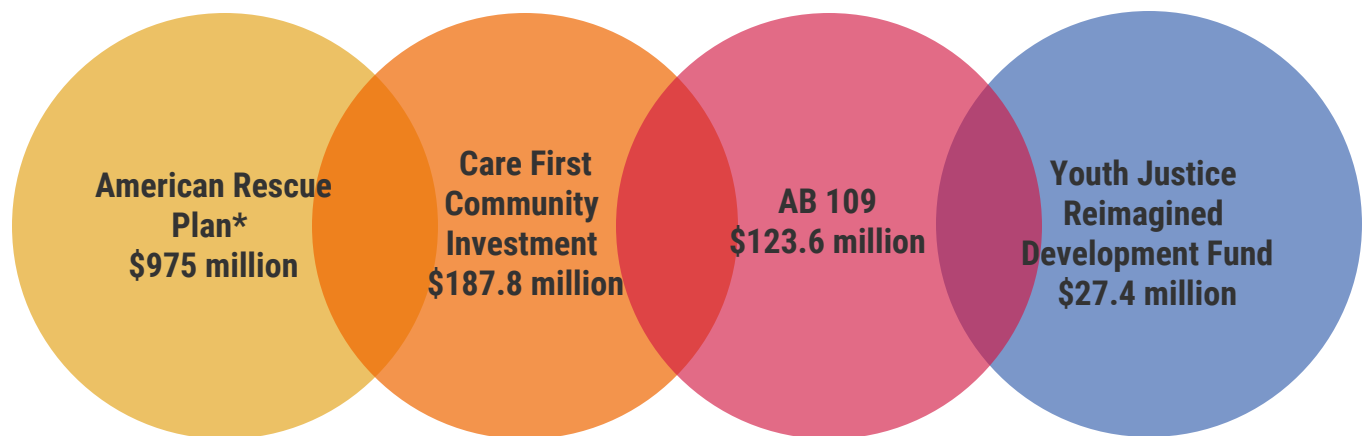
This work will take place in alignment with the sweeping reimagining of the County's justice system and community investments now underway. These include:

- **\$100 million** in Care First Community Investment (CFCI) funding and **\$87.8 million** in American Rescue Plan funding for CFCI specific programs.
- **Hundreds of millions of dollars** in related investments in equity-focused programs funded by the American Rescue Plan.

In addition, in FY 21-22 Supplemental Changes Budget, **\$27.4 million** of one-time funding has been set aside for Youth Justice Reimagined Development Fund and **\$13.3 million** of ongoing AB 109 funding has been allocated to ODR Youth Diversion and Development.

THE BIG PICTURE:

Community, justice and equity funding from multiple sources



*Includes substantial funding for direct community investments and alternatives to incarceration over and above CFCI and PRST appropriations.

COMMUNITY CORRECTIONS SUBACCOUNT

PROGRAM	FUNDING TYPE	
	Ongoing	One-time
BOS CCJCC - AB 109 Program Evaluation	0.000	1.443
Diversion and Re-Entry - Housing (50% Board Motion Allocation)	17.282	0.000
Diversion and Re-Entry - Overdose Education Naloxone Distribution	0.779	3.602
Diversion and Re-Entry - Youth Development and Diversion	13.355	0.000
Fire District - Crew Buses and Tools	0.000	0.546
HS Admin - Community Health Worker Program	0.000	0.377
HS Admin - Interim Housing Capital Funding Pool	0.000	9.259
HS Admin - HI B7 Interim/Bridge Housing	0.000	1.026
HS Admin - HI D2 Jail In-Reach	0.000	0.363
HS ICHS - Medication Assisted Treatment (MAT)	6.103	0.000
HS ICHS - Radiology Equipment	0.312	2.469
HS ICHS - Rees Environmental Monitoring System	0.065	0.000
HS ICHS - Substance Treatment and Reentry Transition (START)	0.000	8.419
HS ICHS - START and MAT Evaluation/Technical Assistance	0.000	0.638
HS ICHS - Urgent Care Expansion	0.036	0.000
Homeless and Housing Program - HI D2 Jail In-Reach	0.000	0.912
Mental Health/ATI - Crisis Call Center	0.000	10.000
Mental Health/ATI - Psychiatric Mobile Teams Expansion	0.000	20.000
Public Health - Client Engagement and Navigation Services	1.201	0.000
Public Health - Community-Based Treatment Services	1.244	0.000
Public Health - Administrative Program Support	0.568	0.000
Sheriff - Medication Assisted Treatment (MAT)	5.755	0.000
Sheriff - Substance Treatment and Reentry Transition (START)	4.714	0.099
IRC Pre-Trial Jail Release Program Set Aside	0.000	25.000

DISTRICT ATTORNEY AND PUBLIC DEFENDER SUBACCOUNT

PROGRAM	FUNDING TYPE	
	Ongoing	One-time
Alternate Public Defender - Expansion of Parole Revocations Unit	0.903	0.000
Public Defender - Expansion of Parole Revocations Unit	0.909	0.000

LOCAL INNOVATION SUBACCOUNT

PROGRAM	FUNDING TYPE	
	Ongoing	One-time
Alternate Public Defender - Post-Conviction Services PC 1170(d)	0.000	1.997
District Attorney - Youth Pre-Filing Diversion	0.000	0.625
Mental Health - Family Assistance Program Burial Services	0.000	0.020
Public Defender - Post-Conviction Services PC 1170(d)	0.000	5.226
Public Defender - Expansion of Holistic Advocacy Program	0.000	2.363
WDACS - Jail-Based Job Center Pilot Program	0.000	0.983
AB 109 Total	53.226	70.367