



# Board of Supervisors Public Safety Cluster Agenda Review Meeting

**DATE:** July 24, 2024

**TIME:** 9:30 a.m. – 11:00 a.m.

**MEETING CHAIR:** Steven Edwards, 3<sup>rd</sup> Supervisorial District

**CEO MEETING FACILITATOR:** Dardy Chen

**This meeting will be held in hybrid format which allows the public to participate virtually, or in-person, as permitted under the Board of Supervisors’ March 19, 2024 order.**

To participate in the meeting in-person, the meeting location is:

Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012  
Room 374-A

To participate in the meeting virtually, please call teleconference number

1 (323) 776-6996 and enter the following 169948309# or [Click here to join the meeting](#)

**For Spanish Interpretation, the Public should send emails within 48 hours in advance of the meeting to:** [ClusterAccommodationRequest@bos.lacounty.gov](mailto:ClusterAccommodationRequest@bos.lacounty.gov)

Members of the Public may address the Public Safety Cluster on any agenda item during General Public Comment.  
The meeting chair will determine the amount of time allowed for each item.  
**THIS TELECONFERENCE WILL BE MUTED FOR ALL CALLERS. PLEASE DIAL \*6 TO UNMUTE YOUR PHONE WHEN IT IS YOUR TIME TO SPEAK.**

**1. CALL TO ORDER**

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

- A.** Board Letter:  
FEDERAL EQUITABLE SHARING AGREEMENT AND ANNUAL CERTIFICATION REPORT FOR FISCAL YEAR 2023-24  
Speaker(s): Jessie L. McGrath and Lidia Youssef (DA)

- B.** Board Letter:  
REQUEST TO AUTHORIZE THE ACQUISITION OF ONE QUADRUPOLE TIME-OF-FLIGHT INSTRUMENT  
Speaker(s): Dr. Nichelle Shaw and Diane Park (ME)
- C.** Board Letter:  
DELEGATE AUTHORITY TO THE DISTRICT ATTORNEY AND CHIEF PROBATION OFFICER TO EXECUTE SUBAWARD SERVICES AGREEMENT WITH THE CITY OF LOS ANGELES FOR REIMBURSEMENT FOR COMMUNITY LAW ENFORCEMENT AND RECOVERY PROGRAM PARTICIPATION  
Speaker(s): Michael Enomoto (DA) and Frank Adams (Probation)

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

- A.** Board Letter:  
APPROVAL OF AMENDMENT NUMBER ONE TO SCHOOL LAW ENFORCEMENT SERVICES AGREEMENT FOR SCHOOL RESOURCE DEPUTY PROGRAM  
Speaker(s): Mina Cho, Rudy Sanchez and Erick Martinez (Sheriff's)
- B.** Board Letter:  
APPROVE SOLE SOURCE AMENDMENTS TO AGREEMENTS WITH KEEFE COMMISSARY NETWORK, LLC FOR INMATE COMMISSARY SERVICES AND FIRST-CLASS VENDING, INCORPORATED FOR INMATE VENDING MACHINE SERVICES  
Speaker(s): Alan Liu, Danny Walls and Alex Madera (Sheriff's)
- C.** Board Briefing:  
PROBATION OVERSIGHT COMMISSION (POC) AND OFFICE OF INSPECTOR GENERAL (OIG) PROBATION MONTHLY BRIEFING  
Speaker(s): Wendelyn Julien (POC) and Eric Bates (OIG)
- D.** Board Letter:  
APPROVE CONTRACT WITH SENTINEL OFFENDER SERVICES, LLC TO PROVIDE LOS ANGELES COUNTY OFFENDER MONITORING SERVICES  
Speaker(s): Alex Madera and Paxton Reinecker (Sheriff's)
- E.** Board Letter:  
TASKFORCE FOR REGIONAL AUTOTHEFT PREVENTION PARAMOUNT FACILITY IMPROVEMENTS PROJECT  
Speaker(s): Tom DeSantis (ISD)
- F.** Board Letter:  
ACCEPT A GRANT AWARD FROM THE STATE OF CALIFORNIA OFFICE OF TRAFFIC SAFETY FOR THE TRAFFIC RECORDS IMPROVEMENT PROJECT PROGRAM FISCAL YEAR 2023-24  
Speaker(s): Lisa Dye, Bonnie Chow and Michael Politano (Sheriff's)

**4. PUBLIC COMMENTS**

**5. ADJOURNMENT**

**6. UPCOMING ITEM(S) FOR JULY 31, 2024:**

- A.** Board Letter:  
CAMPUS KILPATRICK POOL FENCE REFURBISHMENT AND CAMPUS  
KILPATRICK-CAMP MILLER PERIMETER FENCE REFURBISHMENT PROJECTS  
Speaker(s): Tom DeSantis (ISD)

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](mailto:PUBLIC_SAFETY_COMMENTS@CEO.LACOUNTY.GOV)**

## BOARD LETTER/MEMO CLUSTER FACT SHEET

 Board Letter

 Board Memo

 Other

<b>CLUSTER AGENDA REVIEW DATE</b>	7/24/2024	
<b>BOARD MEETING DATE</b>	8/6/2024	
<b>SUPERVISORIAL DISTRICT AFFECTED</b>	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 <sup>st</sup> <input type="checkbox"/> 2 <sup>nd</sup> <input type="checkbox"/> 3 <sup>rd</sup> <input type="checkbox"/> 4 <sup>th</sup> <input type="checkbox"/> 5 <sup>th</sup>	
<b>DEPARTMENT(S)</b>	District Attorney's Office	
<b>SUBJECT</b>	Federal Equitable Sharing Agreement and Annual Certification Report for Fiscal year 2023 -2024 (ALL DISTRICTS) (3 VOTES)	
<b>PROGRAM</b>	Federal Equitable Sharing Program	
<b>AUTHORIZES DELEGATED AUTHORITY TO DEPT</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
<b>SOLE SOURCE CONTRACT</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
	If Yes, please explain why:	
<b>SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No – Not Applicable	
<b>DEADLINES/ TIME CONSTRAINTS</b>	Department's deadline to file with Department of Justice is August 31, 2024.	
<b>COST &amp; FUNDING</b>	Total cost:	Funding source:
	\$0	Federal Departments of Justice and Treasury
	TERMS (if applicable): N/A	
	Explanation:	
<b>PURPOSE OF REQUEST</b>	<p>Authorize the District Attorney, on behalf of the County of Los Angeles, to sign the Equitable Sharing Agreement and Certification report which enables the Los Angeles District Attorney's Office to continue participation in the Federal Equitable Sharing Program and report the use of federal equitable sharing funds received in FY 2023-24.</p> <p>Request the Chair of the Board of Supervisors to sign the attached Equitable Sharing Agreement and Certification report.</p>	
<b>BACKGROUND (include internal/external issues that may exist including any related motions)</b>	<p>The Comprehensive Crime Control Act of 1984 authorized federal officials to implement a national asset forfeiture program to target criminals, including drug dealers and white-collar criminals who prey on the vulnerable for financial gain.</p> <p>Federal Equitable Sharing funds received from the Federal Equitable Sharing Program are deposited into a District Attorney Trust Fund and are used for eligible law enforcement operation costs.</p>	
<b>EQUITY INDEX OR LENS WAS UTILIZED</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:	
<b>SUPPORTS ONE OF THE NINE BOARD PRIORITIES</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please state which one(s) and explain how: Participation in the Federal Equitable Sharing Program is consistent with the County's Strategic Plan Goal No. 3, Realize	



	Tomorrow's Government Today, by pursuing operational effectiveness, fiscal responsibility, and accountability.
<b>DEPARTMENTAL CONTACTS</b>	Name, Title, Phone # & Email: Lidia Youssef, Chief of Budget & Fiscal Services Division, Los Angeles County District Attorney's Office. (213) 257-2832 or via email at <a href="mailto:Lyoussef@da.lacounty.gov">Lyoussef@da.lacounty.gov</a>



GEORGE GASCÓN  
LOS ANGELES COUNTY DISTRICT ATTORNEY

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

August 06, 2024

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:

**FEDERAL EQUITABLE SHARING AGREEMENT AND ANNUAL CERTIFICATION  
REPORT FOR FISCAL YEAR 2023-24  
(ALL DISTRICTS) (3 VOTES)**

**SUBJECT**

Federal Equitable Sharing Agreement and Annual Certification Report for Fiscal Year (FY) 2023-24, a prerequisite to receive equitably-shared cash, property, or proceeds.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Authorize the District Attorney, on behalf of the County of Los Angeles (County), to sign the enclosed Equitable Sharing Agreement and Certification report which enables the Los Angeles District Attorney's Office (LADA) to continue participation in the Federal Equitable Sharing Program and report the use of federal equitable sharing funds received in FY 2023-24.
2. Request the Chair of the Board of Supervisors to sign and affix a wet, stamp, or electronic signature to the attached Equitable Sharing Agreement and Certification report.

**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

In order for the LADA to receive federally forfeited cash, property, proceeds, and any interest thereon from the Federal Equitable Sharing Program, the LADA is required to submit an Annual Federal Equitable Sharing Agreement and Certification form.

**IMPLEMENTATION OF STRATEGIC PLAN GOALS**

Participation in the Federal Equitable Sharing Program is consistent with the County's Strategic Plan Goal No. 3, Realize Tomorrow's Government Today, by pursuing operational effectiveness, fiscal responsibility, and accountability.

### **FISCAL IMPACT/FINANCING**

Federal Equitable Sharing funds support law enforcement training, travel, communication, and other eligible law enforcement costs. In FY 2023-24, the LADA utilized \$1,529,580.18 in Federal Equitable Sharing funds.

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

The Comprehensive Crime Control Act of 1984 authorized federal officials to implement a national asset forfeiture program to target criminals, including drug dealers and white-collar criminals who prey on the vulnerable for financial gain. One of the most important provisions of asset forfeiture is the authorization to share federal forfeiture proceeds with cooperating state and local law enforcement agencies. The Department of Justice Asset Forfeiture Program serves to deter crime and provide additional resources to state and local law enforcement agencies. Local law enforcement agencies receive proceeds based on their participation in a federal task force comprised of State and local agencies or from State or local investigations that are developed into federal cases.

Federal Equitable Sharing funds received from the Federal Equitable Sharing Program are deposited into a District Attorney Trust Fund and are used for eligible law enforcement operation costs. Forfeiture payments are made periodically by the U.S. Marshal's Service to the LADA via Automated Clearing House transfers.

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

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

### **CONCLUSION**

It is requested that the Executive Officer-Clerk of the Board return an adopted copy of this Board letter and the Federal Equitable Sharing Agreement and Annual Certification Report, with original signatures, to:

The Honorable Board of Supervisors  
August 06, 2024  
Page 3

Lidia Youssef, Chief  
Budget & Fiscal Services Division  
Los Angeles County District Attorney's Office  
211 West Temple Street, Suite 200  
Los Angeles, California 90012

Any questions may be directed to Lidia Youssef at (213) 257-2832 or via email at  
Lyoussef@da.lacounty.gov.

Respectfully submitted,

GEORGE GASCÓN  
District Attorney

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Enclosures

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



## Equitable Sharing Agreement and Certification



**NCIC/ORI/Tracking Number:** CA019153A  
**Agency Name:** Los Angeles County District Attorney's Office  
**Mailing Address:** 211 West Temple Street, Suite 200  
 Los Angeles, CA 90012

**Type:** Prosecutor's Office

**Agency Finance Contact**

**Name:** Youssef, Lidia  
**Phone:** (213) 257-2832      **Email:** lyoussef@da.lacounty.gov

**Jurisdiction Finance Contact**

**Name:** Youssef, Lidia  
**Phone:** (213) 257-2832      **Email:** lyoussef@da.lacounty.gov

**ESAC Preparer**

**Name:** Tran, Lam  
**Phone:** (213) 257-2817      **Email:** lamtran@da.lacounty.gov

**FY End Date:** 06/30/2024

**Agency FY 2025 Budget:** \$528,680,000.00

### Annual Certification Report

Summary of Equitable Sharing Activity		Justice Funds <sup>1</sup>	Treasury Funds <sup>2</sup>
1	Beginning Equitable Sharing Fund Balance	\$0.00	\$0.00
2	Equitable Sharing Funds Received	\$1,503,308.91	\$0.00
3	Equitable Sharing Funds Received from Other Law Enforcement Agencies and Task Force	\$0.00	\$0.00
4	Other Income	\$0.00	\$0.00
5	Interest Income	\$26,271.27	\$0.00
6	Total Equitable Sharing Funds Received (total of lines 2-5)	\$1,529,580.18	\$0.00
7	Equitable Sharing Funds Spent (total of lines a - n)	\$1,529,580.18	\$0.00
8	Ending Equitable Sharing Funds Balance <small>(difference between line 7 and the sum of lines 1 and 6)</small>	\$0.00	\$0.00

<sup>1</sup>Department of Justice Asset Forfeiture Program Investigative Agency participants are: FBI, DEA, ATF, USPIS, USDA, DCIS, DSS, and FDA

<sup>2</sup>Department of the Treasury Asset Forfeiture Program participants are: IRS-CI, ICE, CBP and USSS.

Summary of Shared Funds Spent		Justice Funds	Treasury Funds
a	Law Enforcement Operations and Investigations	\$0.00	\$0.00
b	Training and Education	\$0.00	\$0.00
c	Law Enforcement, Public Safety, and Detention Facilities	\$0.00	\$0.00
d	Law Enforcement Equipment	\$1,326,164.05	\$0.00
e	Joint Law Enforcement/Public Safety Equipment and Operations	\$0.00	\$0.00
f	Contracts for Services	\$0.00	\$0.00
g	Law Enforcement Travel and Per Diem	\$0.00	\$0.00
h	Law Enforcement Awards and Memorials	\$0.00	\$0.00
i	Drug, Gang, and Other Education or Awareness Programs	\$0.00	\$0.00
j	Matching Grants	\$0.00	\$0.00
k	Transfers to Other Participating Law Enforcement Agencies	\$0.00	\$0.00
l	Support of Community-Based Programs	\$0.00	\$0.00
m	Non-Categorized Expenditures	\$0.00	\$0.00
n	Salaries	\$203,416.13	\$0.00
Total		\$1,529,580.18	\$0.00

**Equitable Sharing Funds Received From Other Agencies**

Transferring Agency Name	Justice Funds	Treasury Funds

**Other Income**

Other Income Type	Justice Funds	Treasury Funds

**Matching Grants**

Matching Grant Name	Justice Funds	Treasury Funds

**Transfers to Other Participating Law Enforcement Agencies**

Receiving Agency Name	Justice Funds	Treasury Funds

**Support of Community-Based Programs**

Recipient	Justice Funds	

**Non-Categorized Expenditures**

Description	Justice Funds	Treasury Funds

**Salaries**

Salary Type	Justice Funds	Treasury Funds
Salary - Overtime	\$203,416.13	

**Paperwork Reduction Act Notice**

Under the Paperwork Reduction Act, a person is not required to respond to a collection of information unless it displays a valid OMB control number. We try to create accurate and easily understood forms that impose the least possible burden on you to complete. The estimated average time to complete this form is 30 minutes. If you have comments regarding the accuracy of this estimate, or suggestions for making this form simpler, please write to the Money Laundering and Asset Recovery Section at 1400 New York Avenue, N.W., Washington, DC 20005.

**Privacy Act Notice**

The Department of Justice is collecting this information for the purpose of reviewing your equitable sharing expenditures. Providing this information is voluntary; however, the information is necessary for your agency to maintain Program compliance. Information collected is covered by Department of Justice System of Records Notice, 71 Fed. Reg. 29170 (May 19, 2006), JMD-022 Department of Justice Consolidated Asset Tracking System (CATS). This information may be disclosed to contractors when necessary to accomplish an agency function, to law enforcement when there is a violation or potential violation of law, or in accordance with other published routine uses. For a complete list of routine uses, see the System of Records Notice as amended by subsequent publications.

**Single Audit Information****Independent Auditor**

Name: Linda Hurley

Company: Macias Gini &amp; O'Connell LLP

Phone: 949-296-4340

Email: lhurley@mgocpa.com

Were equitable sharing expenditures included on the Schedule of Expenditures of Federal Awards (SEFA) for the jurisdiction's Single Audit for the prior fiscal year? If the jurisdiction did not meet the threshold to have a Single Audit performed, select Threshold Not Met.

YES  NO  THRESHOLD NOT MET

Prior Year Single Audit Number Assigned by Federal Audit Clearinghouse: 2023-06-GSAFAC-0000032125

## Affidavit

Under penalty of perjury, the undersigned officials certify that they have read and understand their obligations under the *Guide to Equitable Sharing for State, Local, and Tribal Law Enforcement Agencies (Guide)* and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations. The undersigned officials certify that the information submitted on the Equitable Sharing Agreement and Certification form (ESAC) is an accurate accounting of funds received and spent by the Agency.

The undersigned certify that the Agency is in compliance with the applicable nondiscrimination requirements of the following laws and their Department of Justice implementing regulations: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 *et seq.*), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), and the Age Discrimination Act of 1975 (42 U.S.C. § 6101 *et seq.*), which prohibit discrimination on the basis of race, color, national origin, disability, or age in any federally assisted program or activity, or on the basis of sex in any federally assisted education program or activity. The Agency agrees that it will comply with all federal statutes and regulations permitting federal investigators access to records and any other sources of information as may be necessary to determine compliance with civil rights and other applicable statutes and regulations.

### Equitable Sharing Agreement

This Federal Equitable Sharing Agreement, entered into among (1) the Federal Government, (2) the Agency, and (3) the Agency's governing body, sets forth the requirements for participation in the federal Equitable Sharing Program and the restrictions upon the use of federally forfeited funds, property, and any interest earned thereon, which are equitably shared with participating law enforcement agencies. By submitting this form, the Agency agrees that it will be bound by the *Guide* and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations. Submission of the ESAC is a prerequisite to receiving any funds or property through the Equitable Sharing Program.

**1. Submission.** The ESAC must be signed and electronically submitted within two months of the end of the Agency's fiscal year. Electronic submission constitutes submission to the Department of Justice and the Department of the Treasury.

**2. Signatories.** The ESAC must be signed by the head of the Agency and the head of the governing body. Examples of Agency heads include police chief, sheriff, director, commissioner, superintendent, administrator, county attorney, district attorney, prosecuting attorney, state attorney, commonwealth attorney, and attorney general. The governing body head is the head of the agency that appropriates funding to the Agency. Examples of governing body heads include city manager, mayor, city council chairperson, county executive, county council chairperson, administrator, commissioner, and governor. The governing body head cannot be an official or employee of the Agency and must be from a separate entity.

**3. Uses.** Shared assets must be used for law enforcement purposes in accordance with the *Guide* and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations.

**4. Transfers.** Before the Agency transfers funds to other state or local law enforcement agencies, it must obtain written approval from the Department of Justice or Department of the Treasury. Transfers of tangible property are not permitted. Agencies that transfer or receive equitable sharing funds must perform sub-recipient monitoring in accordance with the Code of Federal Regulations.

**5. Internal Controls.** The Agency agrees to account separately for federal equitable sharing funds received from the Department of Justice and the Department of the Treasury, funds from state and local forfeitures, joint law enforcement operations funds, and any other sources must not be commingled with federal equitable sharing funds.

The Agency certifies that equitable sharing funds are maintained by its jurisdiction and the funds are administered in the same manner as the jurisdiction's appropriated or general funds. The Agency further certifies that the funds are subject to the standard accounting requirements and practices employed by the Agency's jurisdiction in accordance with the requirements set forth in the *Guide*, any subsequent updates, and the Code of Federal Regulations, including the requirement to maintain relevant documents and records for five years.

The misuse or misapplication of equitably shared funds or assets or supplantation of existing resources with shared funds or assets is prohibited. The Agency must follow its jurisdiction's procurement policies when expending equitably shared funds. Failure to comply with any provision of the *Guide*, any subsequent updates, and the Code of Federal Regulations may subject the Agency to sanctions.

**6. Single Audit Report and Other Reviews.** Audits shall be conducted as provided by the Single Audit Act Amendments of 1996 and OMB Uniform Administrative Requirements, Costs Principles, and Audit Requirements for Federal Awards. The Agency must report its equitable sharing expenditures on the jurisdiction's Schedule of Expenditures of Federal Awards (SEFA) under Assistance Listing Number 16.922 for Department of Justice and 21.016 for Department of the Treasury. The



Department of Justice and the Department of the Treasury reserve the right to conduct audits or reviews.

**7. Freedom of Information Act (FOIA).** Information provided in this Document is subject to the FOIA requirements of the Department of Justice and the Department of the Treasury. Agencies must follow local release of information policies.

**8. Waste, Fraud, or Abuse.** An Agency or governing body is required to immediately notify the Department of Justice's Money Laundering and Asset Recovery Section and the Department of the Treasury's Executive Office for Asset Forfeiture of any allegations or theft, fraud, waste, or abuse involving federal equitable sharing funds.

### Civil Rights Cases

**During the past fiscal year: (1) has any court or administrative agency issued any finding, judgment, or determination that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above; or (2) has the Agency entered into any settlement agreement with respect to any complaint filed with a court or administrative agency alleging that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above?**

Yes  No

### Agency Head

Name: GASCÓN, GEORGE  
Title: District Attorney  
Email: GGascon@da.lacounty.gov

Signature: \_\_\_\_\_  Date: 07/05/2024

To the best of my knowledge and belief, the information provided on this ESAC is true and accurate and has been reviewed and authorized by the Law Enforcement Agency Head whose name appears above. Entry of the Agency Head name above indicates his/her agreement to abide by the Guide, any subsequent updates, and the Code of Federal Regulations, including ensuring permissibility of expenditures and following all required procurement policies and procedures.

### Governing Body Head

Name: Horvath, Lindsey  
Title: Chair  
Email: ThirdDistrict@bos.lacounty.gov

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

To the best of my knowledge and belief, the Agency's current fiscal year budget reported on this ESAC is true and accurate and the Governing Body Head whose name appears above certifies that the agency's budget has not been supplanted as a result of receiving equitable sharing funds. Entry of the Governing Body Head name above indicates his/her agreement to abide by the policies and procedures set forth in the Guide, any subsequent updates, and the Code of Federal Regulations.

I certify that I have obtained approval from and I am authorized to submit this form on behalf of the Agency Head and the Governing Body Head.

EXECUTIVE OFFICE — BOARD OF SUPERVISOR

**AGENDA ENTRY**

DATE OF MEETING:	08/06/2024
DEPARTMENT NAME:	District Attorney's Office
BOARD LETTERHEAD	DISTRICT ATTORNEY
SUPERVISORIAL DISTRICT AFFECTED	ALL DISTRICTS
VOTES REQUIRED	3 Votes
CHIEF INFORMATION OFFICER'S RECOMMENDATION	NONE

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

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

Recommendation: Approve and instruct the Board Chair to sign the Federal Equitable Sharing Agreement and Annual Certification Report, a prerequisite for the District Attorney to receive equitably-shared cash, property, or proceeds.

**BOARD LETTER/MEMO  
CLUSTER FACT SHEET**

Board Letter

Board Memo

Other

<b>CLUSTER AGENDA REVIEW DATE</b>	7/24/2024	
<b>BOARD MEETING DATE</b>	8/6/2024	
<b>SUPERVISORIAL DISTRICT AFFECTED</b>	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 <sup>st</sup> <input type="checkbox"/> 2 <sup>nd</sup> <input type="checkbox"/> 3 <sup>rd</sup> <input type="checkbox"/> 4 <sup>th</sup> <input type="checkbox"/> 5 <sup>th</sup>	
<b>DEPARTMENT(S)</b>	Medical Examiner (DME)	
<b>SUBJECT</b>	To authorize the Director of the Internal Services Department (ISD), as the Los Angeles County (LA County) Purchasing Agent, to proceed with the sole source acquisition of one SCIEX Quadrapole Time-Of-Flight (QTOF) instrument for the Department of Medical Examiner (DME), with an estimated cost of \$500,000.	
<b>PROGRAM</b>		
<b>AUTHORIZES DELEGATED AUTHORITY TO DEPT</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
<b>SOLE SOURCE CONTRACT</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No  If Yes, please explain why: AbSciex QTOF technology provides the highest acquisition speed without sacrificing resolution for the identification of compounds. Additionally, we have different AbSciex instruments that utilize the same software platform as the QTOF machine. Therefore, having another instrument and software already in place helps reduce costs for maintenance and services.	
<b>SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No – Not Applicable	
<b>DEADLINES/ TIME CONSTRAINTS</b>	The DME would like to purchase one QTOF machine at the start of this FY 2024-25.	
<b>COST &amp; FUNDING</b>	Total cost: \$500,000	Funding source: Funding for the QTOF instrument has been allocated within the Fiscal Year 2023-24 Budget. The instrument will be reimbursed through the Opioid Settlement Fund (OSF) administered by the Department of Public Health. DME will fund ongoing maintenance costs from its Operating Budget. No impact on Net County Cost is anticipated
	TERMS (if applicable): N/A	
<b>PURPOSE OF REQUEST</b>	To authorize the Director of the Internal Services Department (ISD), as the Los Angeles County (LA County) Purchasing Agent, to proceed with the sole source acquisition of one SCIEX Quadrapole Time-Of-Flight (QTOF) instrument for the Department of Medical Examiner (DME), with an estimated cost of \$500,000.	
<b>BACKGROUND (include internal/external issues that may exist including any related motions)</b>	The QTOF instrument is used to identify more novel substances in comparison to the methodologies currently utilized by the DME laboratory. Improvements in analytical testing will be enhanced accompanied by advances in the current technology used in the DME Toxicology Unit. Having the advanced ability to identify compounds contributing to the death of a decedent may alert the Department of Public Health and other stakeholders to new novel drugs amplifying the current drug epidemic.	

<b>EQUITY INDEX OR LENS WAS UTILIZED</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:
<b>SUPPORTS ONE OF THE NINE BOARD PRIORITIES</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please state which one(s) and explain how:
<b>DEPARTMENTAL CONTACTS</b>	Name, Title, Phone # & Email: Diane Park, Administrative Services Manager, (323) 343-01616, <a href="mailto:Dpark@me.lacounty.gov">Dpark@me.lacounty.gov</a> Silvia Gonzalez, Administrative Services Manager, (323) 343-0682, <a href="mailto:SGonzalez@me.lacounty.gov">SGonzalez@me.lacounty.gov</a> Dr. Nichelle H. Shaw, Administrative Deputy, (323) 343-0784, <a href="mailto:nshaw@me.lacouty.gov">nshaw@me.lacouty.gov</a>



**COUNTY OF LOS ANGELES**  
**DEPARTMENT OF MEDICAL EXAMINER**  
1104 N. MISSION RD, LOS ANGELES, CALIFORNIA 90033



**Odey C. Ukpo, M.D., M.S.**  
Chief Medical Examiner

August 6, 2024

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

Dear Supervisors:

**REQUEST TO AUTHORIZE THE ACQUISITION OF  
ONE QUADRUPOLE TIME-OF-FLIGHT (QTOF) INSTRUMENT  
(ALL SUPERVISORIAL DISTRICTS - 3 VOTES)**

**SUBJECT**

Authorize the Director of the Internal Services Department (ISD), as the Los Angeles County (LA County) Purchasing Agent, to proceed with the sole source acquisition of one AbSCIEX Quadrupole Time-Of-Flight (QTOF) instrument for the Department of Medical Examiner (DME), with an estimated cost of \$500,000.

**IT IS RECOMMENDED THAT THE BOARD:**

Authorize the Director of ISD, as LA County's Purchasing Agent, to proceed with the sole source acquisition of one AbSCIEX QTOF instrument for the Department of Medical Examiner, with an estimated cost of \$500,000.

**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

This acquisition of the one high-performance QTOF instrument will allow the DME Laboratories Toxicology section to improve forensic toxicological testing which is used to determine the cause and manner of death of decedents who are within the DME's jurisdiction.

---

**Accreditations:**

*National Association of Medical Examiners (Provisional)*  
*California Medical Association-Continuing Medical Education*  
*Accreditation Council for Graduate Medical Education*

*ANAB ISO/IEC 17025:2017 Forensic Science Testing Laboratories*  
*Peace Officer Standards and Training Certified*

The QTOF instrument is used to identify more novel substances in comparison to the methodologies currently utilized by the DME laboratory. Improvements in analytical testing will be enhanced accompanied by advances in the current technology used in the DME Toxicology Unit. Having the advanced ability to identify compounds contributing to the death of a decedent may alert the Department of Public Health and other stakeholders to new novel drugs amplifying the current drug epidemic.

DME's current screening method uses immunoassay instrumentation which is fairly sensitive but not specific. A family of drugs may be identified in a sample: however, the specific analyte is not identifiable until the more labor-intensive and complicated GC (gas chromatography) or LC (liquid chromatography) confirmation assay is employed. Additionally, analytes that are not cross-reactive with the immunoassay kits risk not being identified altogether. This method works but can increase the time it takes to close out Toxicology reports that directly impact the turnaround time of case closure for Medical Examiners.

Purchasing the QTOF instrument will provide the DME with a more reliable, up-to-date system that will improve the quality of death investigations by more sensitive and specific methods of drug identification in addition to minimizing pathologist workload and reducing delays in determining the cause and manner of death. Most importantly, purchasing the QTOF instrument will help the DME maintain its National Association of Medical Examiners (NAME) Accreditation by reducing death investigation turnaround times.

The acquisition of the QTOF instrument qualifies as a sole source purchase due to the software system capabilities and compatibilities provided by our existing, in-use testing platform. If another vendor were to provide the instrument, the department would also need to factor in the cost of new system software and training on this new software to all Toxicology staff (which is very time-consuming and creates an increased risk of human error during data analysis) that would significantly increase the overall cost of purchase. System software is a separate and additional cost from the instrument itself. With QTOF instruments averaging \$450,000 and software costs averaging \$250,000 the cost of purchasing the QTOFs through a new instrument supplier would be ~\$700,000 not factoring in the time it would take to train all Toxicology staff on the new system software. In essence, purchasing the QTOF instrument through a new vendor would be much higher than purchasing the QTOF through an established vendor that uses the existing efficient testing software utilized by the Medical Examiners laboratories.

The approval of the recommended action will allow the DME to modernize its existing laboratory with this state-of-the-art piece of equipment which will allow the department to continue effectively determining the cause and manner of death for all decedents whose deaths fall under DME jurisdiction.

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

This recommendation supports Goal II.2 "Support the Wellness of Our Communities" and III.3, "Pursue Operational Effectiveness, Fiscal Responsibility and Accountability" of the LA County Strategic Plan.

### **FISCAL IMPACT/FINANCING**

The total estimated cost of the QTOF instrument is \$500,000. The estimated acquisition costs include the equipment, installation, accessories, a twelve-month service warranty, freight, and tax.

Funding for the QTOF instrument has been allocated within the Fiscal Year 2023-24 Budget. The instrument will be reimbursed through the Opioid Settlement Fund (OSF) administered by the Department of Public Health. DME will fund ongoing maintenance costs from its Operating Budget. No impact on Net County Cost is anticipated.

### **FACTS AND PROVISIONAL/LEGAL REQUIREMENTS**

Pursuant to Government Code Section 27491, the DME is tasked with determining the circumstances, manner, and cause of all violent, sudden, unattended, or unusual deaths within the County of Los Angeles. The DME has the discretion to determine the extent of the inquiry into any death falling within its jurisdiction. The purchase of the QTOF instrument is critical to the DME's ability to perform a thoroughly expedited death investigation and make the final determination on the manner and cause of death.

On October 16, 2001, the Board approved the classification categories for fixed assets and new requirements for major fixed asset (now referred to as capital asset) acquisitions. This process now requires LA County departments to obtain Board approval to acquire or finance equipment with a unit cost of \$250,000 or greater prior to submitting their requisition to ISD.

### **CONTRACTING PROCESS**

The acquisition of equipment falls under the statutory authority of the LA County Purchasing Agent and will be accomplished in accordance with LA County's purchasing policies and procedures for sole source purchases.

### **IMPACT ON CURRENT SERVICES**

Approval of the recommendation will greatly enhance the DME's technological ability to expedite and accurately determine the manner and cause of death.

When approved, the Executive Office, Board of Supervisors is requested to return the signed and approved Board Letter to:

Procurement Unit  
Department of Medical Examiner  
1104 N. Mission Road  
Los Angeles, CA 90033

Sincerely,

ODEY C. UKPO, M.D., M.S.  
Chief Medical-Examiner

OCU:nhs:dp

c: Akiko Tagawa, Chief Deputy, DME  
Dr. Nichelle H. Shaw, Administrative Deputy, DME  
Patty Romo, Department Finance Manager, DME  
Silvia Gonzalez, Procurement Manager, DME  
Chief Executive Office  
County Counsel  
Executive Office, Board of Supervisors  
Internal Services Department



## SOLE SOURCE CHECKLIST

Department Name: \_\_\_\_\_

- New Sole Source Contract
- Existing Sole Source Contract      Date Sole Source Contract Approved: \_\_\_\_\_

Check (✓)	<b>JUSTIFICATION FOR SOLE SOURCE CONTRACTS</b> Identify applicable justification and provide documentation for each checked item.
	➤ Only one bona fide source (monopoly) for the service exists; performance and price competition are not available. A monopoly is an “ <i>Exclusive control of the supply of any service in a given market. If more than one source in a given market exists, a monopoly does not exist.</i> ”
	➤ Compliance with applicable statutory and/or regulatory provisions.
	➤ Compliance with State and/or federal programmatic requirements.
	➤ Services provided by other public or County-related entities.
	➤ Services are needed to address an emergent or related time-sensitive need.
	➤ The service provider(s) is required under the provisions of a grant or regulatory requirement.
	➤ Additional services are needed to complete an ongoing task and it would be prohibitively costly in time and money to seek a new service provider.
	➤ Services are needed during the time period required to complete a solicitation for replacement services; provided services are needed for no more than 12 months from the expiration of an existing contract which has no available option periods.
	➤ Maintenance and support services are needed for an existing solution/system during the time to complete a solicitation for a new replacement solution/ system; provided the services are needed for no more than 24 months from the expiration of an existing maintenance and support contract which has no available option periods.
	➤ Maintenance service agreements exist on equipment which must be serviced by the original equipment manufacturer or an authorized service representative.
	➤ It is more cost-effective to obtain services by exercising an option under an existing contract.
	➤ It is in the best economic interest of the County (e.g., significant costs to replace an existing system or infrastructure, administrative cost savings and excessive learning curve for a new service provider, etc.) In such cases, departments must demonstrate due diligence in qualifying the cost-savings or cost-avoidance associated with the best economic interest of the County.

*Rene' Phillips*

\_\_\_\_\_  
Chief Executive Office

07/10/2004

\_\_\_\_\_  
Date

## **SOLE SOURCE REQUEST QUESTIONNAIRE**

It is the policy of the County to solicit the maximum number of bids/proposals for a commodity or service from the largest relevant market and to select vendors on a competitive basis.

There are certain acquisitions, which, when in the best interest of the County, can only be obtained from a sole source. Sole source acquisitions must be justified in sufficient detail to explain the basis for suspending the usual competitive procurement process.

**NOTE:** Please refer to Procedure P-3700 of the ISD Purchasing Policies and Procedures Manual.

### **DOCUMENTATION FOR SOLE SOURCE JUSTIFICATION MUST INCLUDE RESPONSES TO THE FOLLOWING QUESTIONS:**

1. What is being requested?

The Department of Medical Examiner (ME) is requesting to Authorize the Director of the Internal Services Department (ISD), as the Los Angeles County (LA County) Purchasing Agent, to proceed with the sole source acquisition of one AbSCIEX Quadrupole Time-Of-Flight (QTOF) instrument for the Department of Medical Examiner (DME), with an estimated cost of \$500,000.

2. Why is the product needed – how will it be used?

The QTOF will improve the testing methodology for the laboratory by specifically helping increase the identification of newer compounds that are being produced within the illegal drug trade and manufacturing. These results support the Department's ability to determine the cause and manner of death.

3. Is this "brand" of product the only one that meets the user's requirements? If yes, what is unique about the product?

AbSciex QTOF technology provides the highest acquisition speed without sacrificing resolution for the identification of compounds. Additionally, we have different AbSciex instruments that utilize the same software platform as the QTOF. Therefore, having these other instruments and software already in place helps reduce costs for maintenance and services.

Procuring the QTOF instrument from AbSciex is the only brand that meets the department's requirements and qualifies as a sole source purchase due to the software system capabilities and compatibilities provided by the department's existing, in-use testing platform. If another vendor were to provide the instrument, the department would also need to factor in the cost of new system software and training on this new software to all Toxicology staff (which is very time-consuming and creates an increased risk of human error during data analysis) that would significantly increase the overall cost of purchase. System software is a separate and additional cost from the instrument itself. With QTOF instruments averaging \$450,000 and software costs averaging \$250,000 the cost of purchasing the QTOF through a new instrument supplier would be ~\$700,000 not factoring in the time it would take to train all Toxicology staff on the new system software. In essence, purchasing the QTOF instrument through a new vendor would be much higher than purchasing the QTOF through an established vendor that uses the existing efficient testing software utilized by the Medical Examiners laboratories.

4. Have other products/vendors been considered? If yes, which products/vendors have been considered and how did they fail to meet the user's requirements?

No. We currently have software and maintenance contracts for other instruments from the same vendor that will help provide discounts for preventive maintenance moving forward. The vendor has also provided discounts in the current quote for the QTOF because we have an existing contract.

5. Will the purchase of this product avoid other costs (e.g., data conversion, etc.) or will it incur additional costs (e.g., training, conversion, etc.)?

All supplier QTOF instruments do not utilize the same software and only Sciex QTOF instruments are compatible with the software already in use in the department's Laboratory. Having a new instrument supplier would require new software, prolong the validation process due to staff unfamiliarity with new software, and require added time consumed in training in addition to the instrument purchase. The Sciex QTOF would be ready to use after validating the instruments themselves using our existing software.

This is a new instrument utilized in the laboratory. The same vendor is used for the LC/MS/MS software the department uses which processes analytical Toxicology data. Usage of the existing system will avoid the need for additional costs for data conversions, data migrations, training, and backend support.

The QTOF will also greatly decrease the amount of work hours laboratory staff (Criminalists, Senior Criminalists, and Supervising Criminalists) will need to produce toxicology results. The QTOF produces more specific and sensitive screening of toxicology cases compared to the Lab's current screening method (ELISA, which is less specific and does not allow the Laboratory to screen for most novel drugs). The cost of the supplies necessary to perform QTOF analyses is less than the cost of running the ELISA screens.

6. Is the product proprietary or is it available from various dealers? Have you verified this?

This product is not proprietary. However, the data processing software is proprietary, and given the current vendor software products for the department's other instruments, it would be vital for the department to remain with the same vendor for the QTOF. In addition, software costs will be avoided and problems are less likely to occur during the data processing of casework.

7. Reasonableness of Price: Does the County obtain a percentage discount or special discount not available to the private sector?

We currently have software and maintenance contracts with the vendor for various instruments. This will help incentivize discounts for preventive maintenance moving forward. The vendor has also provided discounts in the current quote for the QTOF due to our existing contracts.

8. What is the dollar value of existing equipment and the Purchase Order No. for the existing equipment?

We currently do not own a QTOF. This would be a new instrument purchase, there are no PO numbers to provide.

## **REQUIRED FORMS – EXHIBIT 9**

### **CONTRIBUTION AND AGENT DECLARATION FORM**

This form must be completed separately by all bidders/proposers, including all prime contractors and subcontractors, and by all applicants for licenses, permits, and other entitlements for use issued by the County of Los Angeles ("County").

Pursuant to the Levine Act (Government Code section 84308), a member of the Board of Supervisors, other elected County officials (the Sheriff, Assessor, and the District Attorney), and other County employees and/or officers ("County Officers") are disqualified and not able to participate in a proceeding involving contracts, franchises, licenses, permits and other entitlements for use if the County Officer received more than \$250 in contributions in the past 12 months from the bidder, proposer or applicant, any paid agent of the bidder, proposer, or applicant, or any financially interested participant who actively supports or opposes a particular decision in the proceeding.

**State law requires you to disclose information about contributions made by you, your company, and lobbyists and agents paid to represent you. Failure to complete the form in its entirety may result in significant delays in the processing of your application and potential disqualification from the procurement or application process.**

**You must fully answer the applicable questions below. You ("Declarant"), or your company, if applicable, including all entities identified below (collectively, "Declarant Company") must also answer the questions below. The term "employee(s)" shall be defined as employees, officers, partners, owners, or directors of Declarant Company.**

**An affirmative response to any questions will not automatically cause the disqualification of your bid/proposal, or the denial of your application for a license, permit or other entitlement. However, failure to answer questions completely, in good faith, or providing materially false answers may subject a bidder/proposer to disqualification from the procurement.**

*This material is intended for use by bidders/proposers, including all prime contractors and subcontractors, and by all applicants for licenses, permits, and other entitlements for use issued by the County of Los Angeles and does not constitute legal advice. If you have questions about the Levine Act and how it applies to you, you should call your lawyer or contact the Fair Political Practices Commission for further guidance.*

**REQUIRED FORMS – EXHIBIT 9**  
**CONTRIBUTION AND AGENT DECLARATION FORM**

*Complete each section below. State “none” if applicable.*

A. **COMPANY OR APPLICANT INFORMATION**

1) Declarant Company or Applicant Name:

AB Sciex LLC

- a) If applicable, identify all subcontractors that have been or will be named in your bid or proposal: [Click or tap here to enter text.](#)
- b) If applicable, variations and acronyms of Declarant Company’s name used within the past 12 months: SCIEX
- c) Identify all entities or individuals who have the authority to make decisions for you or Declarant Company about making contributions to a County Officer, regardless of whether you or Declarant Company have actually made a contribution:  
NONE – contributions to a County Officer is against Code of Conduct

**[IF A COMPANY, ANSWER QUESTIONS 2 - 3]**

2) Identify only the Parent(s), Subsidiaries and Related Business Entities that Declarant Company has controlled or directed, or been controlled or directed by. “Controlled or directed” means shared ownership, 50% or greater ownership, or shared management and control between the entities.

a) Parent(s):

Danaher Corporation

b) Subsidiaries:

Beckman Coulter

c) Related Business Entities:

All Danaher Corporation Operating Companies

3) If Declarant Company is a closed corporation (non-public, with under 35 shareholders), identify the majority shareholder.

Beckman Coulter

4) Identify all entities (proprietorships, firms, partnerships, joint ventures, syndicates, business trusts, companies, corporations, limited liability companies, associations, committees, and any other organization or group of persons acting in concert) whose contributions you or Declarant Company have the authority to direct or control.

None

**REQUIRED FORMS – EXHIBIT 9**

**CONTRIBUTION AND AGENT DECLARATION FORM**

- 5) Identify any individuals such as employees, agents, attorneys, law firms, lobbyists, and lobbying firms who are or who will act on behalf of you or Declarant Company and who will receive compensation to communicate with a County Officer regarding the award or approval of **this** contract or project, license, permit, or other entitlement for use.

*(Do **not** list individuals and/or firms who, as part of their profession, either (1) submit to the County drawings or submissions of an architectural, engineering, or similar nature, **or** (2) provide purely technical data or analysis, **and** who will not have any other type of communication with a County agency, employee, or officer.)*

Sales persons will quote requirements at the request of County lab employees

Sales managers, service engineers and order processing teams will perform order taking, maintenance services, and sales activities for County lab employees, and bid submissions to procurement offices.

- 6) If you or Declarant Company are a 501(c)(3) non-profit organization, identify the compensated officers of your organization and the compensated members of your board.

[Click or tap here to enter text.](#)

**B. CONTRIBUTIONS**

- 1) Have you or the Declarant Company solicited or directed your employee(s) or agent(s) to make contributions, whether through fundraising events, communications, or any other means, to a County Officer in the past 12 months? If so, provide details of each occurrence, including the date.

<b>Date</b> (contribution solicited, or directed)	<b>Recipient Name</b> (elected official)	<b>Amount</b>
<u><a href="#">Click or tap here to enter text.</a></u>	<u><a href="#">Click or tap here to enter text.</a></u>	<u><a href="#">Click or tap here to enter text.</a></u>
<u><a href="#">Click or tap here to enter text.</a></u>	<u><a href="#">Click or tap here to enter text.</a></u>	<u><a href="#">Click or tap here to enter text.</a></u>
<u><a href="#">Click or tap here to enter text.</a></u>	<u><a href="#">Click or tap here to enter text.</a></u>	<u><a href="#">Click or tap here to enter text.</a></u>

\*Please attach an additional page, if necessary.

- 2) Disclose all contributions made by you or any of the entities and individuals identified in Section A to a County officer in the past 12 months.

<b>Date</b> (contribution made)	<b>Name</b> (of the contributor)	<b>Recipient Name</b> (elected official)	<b>Amount</b>
<u><a href="#">Click or tap here to enter text.</a></u>	<u><a href="#">Click or tap here to enter text.</a></u>	<u><a href="#">Click or tap here to enter text.</a></u>	<u><a href="#">Click or tap here to enter text.</a></u>

Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.

\*Please attach an additional page, if necessary.

**REQUIRED FORMS – EXHIBIT 9**

**CONTRIBUTION AND AGENT DECLARATION FORM**

**C. DECLARATION**

By signing this Contribution and Agent Declaration form, you (Declarant), or you and the Declarant Company, if applicable, attest that you have read the entirety of the Contribution Declaration and the statements made herein are true and correct to the best of your knowledge and belief. (Only complete the one section that applies.)

There are None additional pages attached to this Contribution Declaration Form.

**COMPANY BIDDERS OR APPLICANTS**

I, Belle Neumann (Authorized Representative), on behalf of AB SCiex LLC(Declarant Company), at which I am employed as Authorized Representative (Title), attest that after having made or caused to be made a reasonably diligent investigation regarding the Declarant Company, the foregoing responses, and the explanation on the attached page(s), if any, are correct to the best of my knowledge and belief. Further, I understand that failure to answer the questions in good faith or providing materially false answers may subject Declarant Company to consequences, including disqualification of its bid/proposal or delays in the processing of the requested contract, license, permit, or other entitlement.

**IMPORTANT NOTICE REGARDING FUTURE AGENTS AND FUTURE CONTRIBUTIONS:**

By signing this Contribution and Agent Declaration form, you also agree that, if Declarant Company hires an agent, such as, but not limited to, an attorney or lobbyist during the course of these proceedings and will compensate them for communicating with the County about this contract, project, permit, license, or other entitlement for use, you agree to inform the County of the identity of the agent or lobbyist and the date of their hire. You also agree to disclose to the County any future contributions made to members of the County Board of Supervisors, another elected County officer (the Sheriff, Assessor, and the District Attorney), or any other County officer or employee by the Declarant Company, or, if applicable, any of the Declarant Company's proposed subcontractors, agents, lobbyists, and employees who have communicated or will communicate with the County about this contract, license, permit, or other entitlement after the date of signing this disclosure form, and within 12 months following the approval, renewal, or extension of the requested contract, license, permit, or entitlement for use.

Belle M Neumann  
Signature

06.20.2024  
Click or tap here to enter text.  
Date

**REQUIRED FORMS – EXHIBIT 9**  
**CONTRIBUTION AND AGENT DECLARATION FORM**

**INDIVIDUAL BIDDERS OR APPLICANTS**

I, Belle Neumann, declare that the foregoing responses and the explanation on the attached sheet(s), if any, are correct to the best of my knowledge and belief. Further, I understand that failure to answer the questions in good faith or providing materially false answers may subject me to consequences, including disqualification of my bid/proposal or delays in the processing of the requested license, permit, or other entitlement.

**IMPORTANT NOTICE REGARDING FUTURE AGENTS AND FUTURE CONTRIBUTIONS:**

If I hire an agent or lobbyist during the course of these proceedings and will compensate them for communicating with the County about this contract, project, permit, license, or other entitlement for use, I agree to inform the County of the identity of the agent or lobbyist and the date of their hire. I also agree to disclose to the County any future contributions made to members of the County Board of Supervisors, another elected County official (the Sheriff, Assessor, and the District Attorney), or any other County officer or employee by me, or an agent such as, but not limited to, a lobbyist or attorney representing me, that are made after the date of signing this disclosure form, and within 12 months following the approval, renewal, or extension of the requested contract, license, permit, or entitlement for use.

Belle M Neumann  
Signature

06.20.2024  
Click or tap here to enter text.  
Date







# COUNTY OF LOS ANGELES

## DEPARTMENT OF MEDICAL EXAMINER

1104 N. MISSION RD, LOS ANGELES, CALIFORNIA 90033



**Odey C. Ukpo, M.D., M.S.**  
Chief Medical Examiner

June 8, 2024

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:

**ADVANCE NOTIFICATION TO REQUEST AUTHORIZATION FOR THE PURCHASING  
AGENT, THE INTERNAL SERVICES DEPARTMENT (ISD), TO PROCEED WITH THE SOLE  
SOURCE ACQUISITION OF TWO QUADRUPOLE TIME-OF-FLIGHT (QTOF)  
INSTRUMENTS FOR THE DEPARTMENT OF MEDICAL EXAMINER**

### **SUBJECT**

To authorize the Director of the Internal Services Department (ISD), as the Los Angeles County (LA County) Purchasing Agent, to proceed with the sole source acquisition of two AbSCIEX Quadrupole Time-Of-Flight (QTOF) instruments for the Department of Medical Examiner (DME), with an estimated cost of \$500,000 each for a total amount of \$1,000,000.

### **PURPOSE**

This acquisition of the two high-performance QTOF instruments will allow the DME Laboratories Toxicology section to improve forensic toxicological testing which is used to determine the cause and manner of death of decedents who are within the DME's jurisdiction.

### **BACKGROUND**

The QTOF instruments are used to identify more novel substances in comparison to the methodologies currently utilized by the DME laboratory. Improvements in analytical testing will be enhanced accompanied by advances in the current technology used in the DME Toxicology Unit. Having the advanced ability to identify compounds contributing to the death of a decedent may alert the Department of Public Health and other stakeholders to new novel drugs amplifying the current drug epidemic.

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#### **Accreditations:**

*National Association of Medical Examiners (Provisional)  
California Medical Association-Continuing Medical Education  
Accreditation Council for Graduate Medical Education*

*ANAB ISO/IEC 17025:2017 Forensic Science Testing Laboratories  
Peace Officer Standards and Training Certified*

The Honorable Board of Supervisors

DME's current screening method uses immunoassay instrumentation which is fairly sensitive but not specific. A family of drugs may be identified in a sample; however, the specific analyte is not identifiable until the more labor-intensive and complicated GC (gas chromatography) or LC (liquid chromatography) confirmation assay is employed. Additionally, analytes that are not cross-reactive with the immunoassay kits risk not being identified altogether. This method works but can increase the time it takes to close out Toxicology reports that directly impact the turnaround time of case closure for Medical Examiners.

Purchasing QTOF instruments will provide the DME with a more reliable, up-to-date system that will improve the quality of death investigations by more sensitive and specific methods of drug identifications in addition to minimizing pathologist workload and reducing delays in determining the cause and manner of death. Most importantly, purchasing new QTOF instruments will help the DME maintain its National Association of Medical Examiners (NAME) Accreditation by reducing death investigation turnaround times.

The acquisition of the QTOF instruments qualifies as a sole source purchase due to the software system capabilities and compatibilities provided by our existing, in-use testing platform. If another vendor were to provide these instruments, the department would also need to factor in the cost of new system software and training on this new software to all Toxicology staff (which is very time-consuming and creates an increased risk of human error during data analysis) that would significantly increase the overall cost of purchase. System software is a separate and additional cost from the instrument itself. With QTOF instruments averaging \$450,000 and software costs averaging \$250,000 the cost of purchasing the QTOFs through a new instrument supplier would be ~\$700,000 not factoring in the time it would take to train all Toxicology staff on the new system software. In essence, purchasing two QTOF instruments through a new vendor would be much higher than purchasing the QTOFs through an established vendor that uses the existing efficient testing software utilized by the Medical Examiners laboratories.

The approval of the recommended action will allow the DME to modernize its existing laboratory with this state-of-the-art piece of equipment which will allow the department to continue effectively determining the cause and manner of death for all decedents whose deaths fall under DME jurisdiction.

### **FISCAL IMPACT/FINANCING**

The total estimated cost of two QTOF instruments is \$1,000,000. The estimated acquisition costs include the equipment, installation, accessories, a twelve-month service warranty, freight, and tax.

#### **Operating Budget Impact**

Funding for the QTOF instruments has been allocated within the Fiscal Year 2023-24 Budget. One of these instruments will be reimbursed through the Opioid Settlement Fund (OSF) administered by the Department of Public Health. DME will fund ongoing maintenance costs from its Operating Budget. No impact on Net County Cost is anticipated.

## **SOLE SOURCE JUSTIFICATION**

All supplier QTOF instruments do not utilize the same software and only Sciex QTOF instruments are compatible with the software already in use in the department's Laboratory. Having a new instrument supplier would require new software, prolong the validation process due to staff unfamiliarity with new software, and require added time consumed in training in addition to the instrument purchase. The Sciex QTOFs would be ready to use after validating the instruments themselves using our existing software.

This is a new instrument utilized in the laboratory. The same vendor is used for the LC/MS/MS software the department uses which processes analytical Toxicology data. Usage of the existing system will avoid the need for additional costs for data conversions, data migrations, training, and backend support.

The QTOF will also greatly decrease the amount of work hours laboratory staff (Criminalists, Senior Criminalists, and Supervising Criminalists) will need to produce toxicology results. The QTOF produces more specific and sensitive screening of toxicology cases compared to the Lab's current screening method (ELISA, which is less specific and does not allow the Laboratory to screen for most novel drugs). The cost of the supplies necessary to perform QTOF analyses is less than the cost of running the ELISA screens.

## **CONCLUSION**

Pursuant to Board policy, the Department will proceed with allowing ISD to acquire the two QTOF instruments on behalf of the Medical Examiner as a Sole Source purchase, unless otherwise instructed by the Board.

Should you have any questions, please contact Silvia Gonzalez, Contracts Manager, Medical Examiner Administration at (323) 343-0682.

Sincerely,

Odey C. Ukpo, M.D., M.S.  
Chief Medical Examiner

## BOARD LETTER/MEMO CLUSTER FACT SHEET

 Board Letter

 Board Memo

 Other

<b>CLUSTER AGENDA REVIEW DATE</b>	7/24/2024	
<b>BOARD MEETING DATE</b>	8/6/2024	
<b>SUPERVISORIAL DISTRICT AFFECTED</b>	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 <sup>st</sup> <input type="checkbox"/> 2 <sup>nd</sup> <input type="checkbox"/> 3 <sup>rd</sup> <input type="checkbox"/> 4 <sup>th</sup> <input type="checkbox"/> 5 <sup>th</sup>	
<b>DEPARTMENT(S)</b>	DISTRICT ATTORNEY	
<b>SUBJECT</b>	DELEGATE AUTHORITY TO THE DISTRICT ATTORNEY AND CHIEF PROBATION OFFICER TO EXECUTE A SUBAWARD SERVICES AGREEMENT WITH THE CITY OF LOS ANGELES FOR REIMBURSEMENT FOR COMMUNITY LAW ENFORCEMENT AND RECOVERY PROGRAM PARTICIPATION	
<b>PROGRAM</b>	COMMUNITY LAW ENFORCEMENT AND RECOVERY (CLEAR) PROGRAM	
<b>AUTHORIZES DELEGATED AUTHORITY TO DEPT</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
<b>SOLE SOURCE CONTRACT</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:	
<b>SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No – Not Applicable	
<b>DEADLINES/ TIME CONSTRAINTS</b>	NONE	
<b>COST &amp; FUNDING</b>	Total cost: \$589,992.97	Funding source: DOJ, FAIN 2020-DJ-BX-0786, ALN 16.738, FY 2020 JAG
	TERMS (if applicable): JULY 1, 2020, THROUGH JUNE 30, 2021	
	Explanation:	
<b>PURPOSE OF REQUEST</b>	This Board Letter requests the County of Los Angeles Board of Supervisors to delegate authority to the District Attorney (DA) and Chief Probation Officer (CPO) to execute and enter into a Subaward Services Agreement (SSA) with the City of Los Angeles (CITY) for Fiscal Year (FY) 2020-21. Execution of the SSA is required in order to claim grant funding from the CITY to compensate the County for the participation, during the FY 2020-21, of the Los Angeles County District Attorney's Office (LADA) and the Los Angeles County Probation Department (PD) in the Community Law Enforcement and Recovery (CLEAR) Program, a multi-agency gang intervention project funded by the United States Department of Justice (DOJ), Office of Justice Programs (OJP), Bureau of Justice Assistance (BJA), Edward Byrne Memorial Justice Assistance Grant (JAG) Program.	
<b>BACKGROUND (include internal/external issues that may exist including any related motions)</b>	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. The purpose of the recommended action is to comply with CLEAR Program legislation which requires that this collaborative, multi-agency effort involving the Los Angeles County District Attorney's Office (LADA), Los Angeles County Probation Department (PD), Los Angeles Police Department (LAPD),	

	<p>and the Los Angeles City Attorney's Office (LACA) be formalized in an SSA as the Los Angeles City's prerequisite to release CLEAR Program funding. The primary purpose of the Los Angeles City 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.</p>
<p><b>EQUITY INDEX OR LENS WAS UTILIZED</b></p>	<p><input type="checkbox"/> Yes    <input checked="" type="checkbox"/> No  If Yes, please explain how:</p>
<p><b>SUPPORTS ONE OF THE NINE BOARD PRIORITIES</b></p>	<p><input checked="" type="checkbox"/> Yes    <input type="checkbox"/> No  If Yes, please state which one(s) and explain how:  Approval of the recommended action is consistent with both the Los Angeles County Strategic Plan Goal No. 1, Make Investments that Transform Lives: Aggressively address society's most complicated social, health, and public safety challenges, as well as Goal No. 3, Realize Tomorrow's Government Today: Be an innovative, flexible, effective, and transparent partner focused on public service and advancing the common good.</p>
<p><b>DEPARTMENTAL CONTACTS</b></p>	<p>Name, Title, Phone # &amp; Email:  Talin Keledjian, Management Analyst  (213) 257-2804  tkeledjian@da.lacounty.gov</p>



GEORGE GASCÓN  
LOS ANGELES COUNTY DISTRICT ATTORNEY

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

August 6, 2024

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:

**DELEGATE AUTHORITY  
TO THE DISTRICT ATTORNEY AND CHIEF PROBATION OFFICER  
TO EXECUTE 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 delegate authority to the District Attorney (DA) and Chief Probation Officer (CPO) to execute and enter into a Subaward Services Agreement (SSA) with the City of Los Angeles (CITY) for Fiscal Year (FY) 2020-21. Execution of the SSA is required in order to claim grant funding from the CITY to compensate the County of Los Angeles (County) for the participation, during the FY 2020-21, of the County of Los Angeles District Attorney's Office (LADA) and the County of Los Angeles Probation Department (PROBATION) in the Community Law Enforcement and Recovery (CLEAR) Program. The CLEAR Program is a multi-agency gang intervention project funded by the United States Department of Justice, Office of Justice Programs, Bureau of Justice Assistance, Edward Byrne Memorial Justice Assistance Grant (JAG) Program, FY 2020 JAG Program Funds, Federal Award Identification Number 2020-DJ-BX-0786, Assistance Listing Number 16.738, in accordance with the CITY's CLEAR Program requirements.

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

1. Delegate authority to the DA and CPO, or their designees, to execute and enter into a SSA substantially similar to the Attachment with the CITY. The CLEAR Program services provided the LADA with \$369,992.97, and the PROBATION with \$220,000.00, totaling \$589,992.97 for nine (9) CLEAR sites: Foothill; Hollenbeck (Boyle Heights); Hollenbeck

(Ramona Gardens); Newton; Northeast; Rampart; Southeast; Southwest (Baldwin Village); and 77<sup>th</sup> Street for the period of July 1, 2020, through June 30, 2021. The CLEAR Program is funded from the FY 2020 JAG Program funds.

2. Delegate authority to the DA and CPO, or their designees, upon award of grant funding, to accept and serve as Project Directors for their respective segments of the CLEAR Program and to approve any subsequent amendments, modifications, and/or extensions to the SSA that do not increase the net County cost of the program.
3. Delegate authority to the DA and CPO, or their designees, to terminate for convenience the SSA when it is in the best interest of the County.

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

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

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

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

### **FISCAL IMPACT/FINANCING**

The SSA for FY 2020-21 authorizes reimbursement from JAG 2020 JAG Program funds for the period of July 1, 2020, through June 30, 2021, for the CLEAR activity completed at nine (9) CLEAR sites: Foothill; Hollenbeck (Boyle Heights); Hollenbeck (Ramona Gardens); Newton; Northeast; Rampart; Southeast; Southwest (Baldwin Village); and 77<sup>th</sup> Street. Under the FY 2020-21 SSA, the CITY will provide the COUNTY a total of \$589,992.97 as follows: \$369,992.97 to LADA to partially fund salaries and employee benefits for nine (9) Deputy District Attorney III positions and \$220,000.00 to PROBATION to partially fund salaries and employee benefits for nine (9) existing Deputy Probation Officer II. These revenues were included in each respective County Department's FY 2020-21 Final Adopted Budget.



**FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

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

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

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

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

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

**CONCLUSION**

Following Board approval, the Executive Officer-Clerk of the Board is requested to return a copy of the adopted Board Letter to Ms. Talin Keledjian, Grants and Contracts Section, District Attorney's Office, 211 West Temple Street, Suite 200, Los Angeles, California 90012-3205. Any questions may be directed to Ms. Keledjian at (213) 257-2804, or at [TKeledjian@da.lacounty.gov](mailto:TKeledjian@da.lacounty.gov).

Respectfully submitted,

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GEORGE GASCÓN  
DISTRICT ATTORNEY

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GUILLERMO VIERA ROSA  
CHIEF PROBATION OFFICER

tk

Enclosures

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

DRAFT

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

**Department:** DISTRICT ATTORNEY'S OFFICE

**Grant Project Title and Description** COMMUNITY LAW ENFORCEMENT AND RECOVERY (CLEAR) 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	Program (Fed. Grant #/State Bill or Code #)	Grant Acceptance Deadline
Edward Byrne Memorial Justice Assistance Grant (JAG) FY 2020-21	FAIN #2020-DJ-BX-0786 / CDFA #16.738	N/A

<b>Total Amount of Grant Funds</b>	\$369,993	<b>County Match</b>	\$0
<b>Grant Period</b>	<b>Begin Date:</b> July 1, 2020	<b>End Date:</b>	June 30, 2021
<b>Number of Personnel Hired Under This Grant</b>	<b>Full Time:</b> 9	<b>Part Time:</b>	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	<u>    </u>
Will all personnel hired for this program be placed on temporary ("N") items?	Yes	<u>  X  </u>	No	<u>    </u>
Is the County obligated to continue this program after the grant expires?	Yes	<u>    </u>	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	<u>    </u>	No	<u>  X  </u>
b.) Identify other revenue sources (describe below)	Yes	<u>    </u>	No	<u>  X  </u>
_____				
c.) Eliminate or reduce, as appropriate, positions/program costs funded by the grant.	Yes	<u>  X  </u>	No	<u>    </u>

Impact of additional personnel on existing space:  
None

Other requirements not mentioned above:  
None

Department Head Signature



Date







## **SUBAWARD AGREEMENT**

Subrecipient: The County of Los Angeles

Title: Fiscal Year 2020 Edward Byrne Memorial Justice Assistance Grant (JAG 20), Community Law Enforcement and Recovery (CLEAR) Program

City Contract Number \_\_\_\_\_

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## **EXHIBITS**

- Exhibit A U.S. Department of Justice (DOJ) Grants Financial Guide
- Exhibit B Edward Byrne Memorial Justice Assistance Grant Program (JAG)  
FY 2020 Local Formula Solicitation
- Exhibit C DOJ Bureau of Justice Assistance (BJA) Special Conditions
- Exhibit D Office of Justice Programs (OJP) General Conditions for FY 2020 Awards
- Exhibit E DOJ Certified Standard Assurances
- Exhibit F Modification Request Form
- Exhibit G Invoice Requirements
- Exhibit H Services Plan
- Exhibit I Performance Metrics Report

AGREEMENT NUMBER \_\_\_\_\_ OF CITY CONTRACTS  
BETWEEN  
THE CITY OF LOS ANGELES  
AND THE COUNTY OF LOS ANGELES

THIS SUBAWARD 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”). 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”) 2020 Edward Byrne Memorial Justice Assistance Grant Program (“JAG”), FAIN #2020-DJ-BX-0786, CFDA #16.738, Federal award date September 19, 2020. 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” or the “Grantor”).

The Federal award, having an original period of performance beginning October 1, 2019 and ending September 30, 2023, has been extended by the Grantor through September 30, 2024.

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: **\$ 589,992.97**

Grant Award Period of Performance: **October 1, 2019 through  
September 30, 2024**



Subaward Period of Performance (“Term”): **July 1, 2020 through June 30, 2021**

Match Requirement: **None**

Subrecipient Identifier: \_\_\_\_\_

Indirect Cost Rate for Subaward: **None**

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

Due to the need for Subrecipient’s services to be provided continuously on an ongoing basis, Subrecipient may have provided services prior to the execution of this Agreement. To the extent that said services were performed in accordance with the terms and conditions of this Agreement, those services are hereby ratified.

§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: Brian K. Williams, 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) 978-0600  
Email: Brian.K.Williams@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  
Los Angeles, CA 90012  
Phone: (213) 974-3500

Party: County of Los Angeles  
Authorized Representative: Guillermo Viera Rosa, 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. #21-1364; 02/16/22).

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, assurances, conditions, 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 are incorporated herein by reference: (1) most recent update of the DOJ Grants Financial Guide, herein attached as Exhibit A, available at <https://www.ojp.gov/funding/financialguidedojo/overview>; (2) JAG FY 2020 Local Formula Solicitation, herein attached as Exhibit B; (3) DOJ BJA FY 2020 Special Conditions, herein attached as Exhibit C; (4) OJP FY 2020 General Conditions, herein attached at Exhibit D; (5) DOJ Certified Standard Assurances, herein attached as Exhibit E; (6) OJP Legal Notices applicable to JAG FY 2020 award, available at <https://www.ojp.gov/funding/explore/legal-notices#eb5gnk>; and (7) the Cost Principles, Uniform Administrative Requirements, and Audit Requirements (“Part 200 Uniform Requirements”) for federal grant programs as adopted and supplemented by the DOJ in Title 2, Part 200 of the Code of Federal Regulations (“CFR”), available at <https://www.ojp.gov/funding/part200uniformrequirements> and in updates issued by the Office of Management and Budget at <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 and the City previously completed mutually approved Budget Narratives and Allocations which were approved by DOJ prior to execution of this Agreement (the “Budget”). Subrecipient shall use the Subaward funds strictly in accordance with the Budget, and any expenditures not so made shall be deemed disallowed under this Subaward.

Any request by Subrecipient to modify the Budget must be made in writing and accompanied by a completed Modification Request Form, attached hereto as Exhibit F, and a revised Budget showing such modification and containing all supporting documentation as required. Budget modification requests must be submitted to the City no later than thirty (30) days before the end of each fiscal quarter for which modification is sought, as follows:

<i>Budget Modification Requests (Fiscal Quarters)</i>	<b>Submission Deadline</b>
<i>October 1 – December 31</i>	<b>November 30</b>
<i>January 1 – March 31</i>	<b>February 28</b>
<i>April 1 – June 30</i>	<b>May 31</b>
<i>July 1 – September 30</i>	<b>August 31</b>

Requests submitted after any such deadline will be returned to Subrecipient and will not be accepted until the following submission period. The City shall notify Subrecipient in writing if Budget modification requests are inaccurate and/or incomplete. Inaccurate and/or incomplete requests shall be returned to the Subrecipient for revision and shall be accepted by the City when such requests are accurate and complete. Subrecipient shall not expend any funds on modified Budget items until such modification is approved by the City and DOJ.

Notwithstanding the foregoing, final budget modification requests must be submitted to the City no later than ninety (90) days prior to the end of the applicable Subaward Period of Performance deadline to provide the City time to meet Federal awarding agency requirements. At that time, any unexpended funds may be re-directed to other needs or as directed by the DOJ.

- C. DOJ may approve extensions to the Federal Award at its sole discretion. Any request by Subrecipient to extend the Subaward Period of Performance must be made in writing to the Mayor’s Office on a modification request form. 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 shall 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. Subrecipient agrees that any equipment, product, service or activity funded with this Subaward shall comply with any and all technological and/or interoperability specifications and standards as may be approved by the Federal awarding agency, and any such equipment, product, service or activity not so compliant shall be not eligible for funding by this Subaward. Subrecipient shall further ensure that it retains from its contractors, subcontractors, and vendors all rights related to inventions, copyrightable materials, and data for which the Federal awarding agency has rights to, as more fully set forth in 2 CFR §200.315 and Section 2.4.G of this Agreement.
- F. Any "equipment" (as such term is defined in 2 CFR §200.33 and used in this Agreement) acquired or obtained with Subaward funds shall be prominently marked as follows: "*Purchased with funds provided by the U.S. Department of Justice.*" Subrecipient shall take a physical inventory of all equipment acquired or obtained with Subaward funds and reconcile the results with equipment records at least once every year.
- G. 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 D attached hereto, along with invoices, purchase orders, proof of delivery, proof of payment and payroll records, timesheets, receipts 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 must be submitted to:

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

- H. 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, OJP, and BJA Requirements and Conditions

The requirements and conditions of this Subaward are material requirements of the Subaward. Compliance with all assurances, certifications, and guidance is also a material requirement. By signing and accepting this Subaward, the Subrecipient officially accepts all material requirements of the Subaward and specifically adopts all such assurances or certifications. These include, without limitation, the Requirements for recipients and subrecipients set forth in the JAG Solicitation, the DOJ BJA Special Conditions, the DOJ Standard Assurances, the DOJ Grants Financial Guide, the OJP General Conditions, the OJP Legal Notices, and Part 200 Uniform Requirements.

Failure to comply with these requirements and conditions may result in disallowed costs or additional restrictions on current and future Subaward funding, pursuant to 2 CFR Sections 200.205 and 200.338. In addition, 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).

Notwithstanding the foregoing, the City shall not require compliance with Special Conditions 9 and 31 through 41 in the DOJ BJA Special Conditions, which are the subject of pending litigation, 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 DOJ OJP “Legal Notices Pertaining to FY 2020 awards,” restricting enforcement of Special Conditions 9 and 31 through 41, [www.ojp.gov/funding/explore/legal-notices#eb5gnk](http://www.ojp.gov/funding/explore/legal-notices#eb5gnk)).

Without limitation, some of the Requirements of this Subaward are set forth below in this Section 2.3:

- A. The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 CFR Part 200, as adopted and supplemented by the DOJ in 2 CFR Part 2800, apply to this Subaward.
- B. The Subrecipient agrees to comply with the DOJ Grants Financial Guide. References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide attached to this Agreement as Exhibit A and available at <https://www.ojp.gov/funding/financialguidedojo/overview>, including any updated version that may be posted during the period of performance.
- C. Subrecipients that are eligible under the Part 200 Uniform Requirements and other applicable law to use the “de minimis” indirect cost rate described in 2 CFR 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 selection, 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 as defined by the Part 200 Uniform Requirements.
- D. If the Subrecipient currently has other active awards of federal funds or if the Subrecipient receives any other award of federal funds during the period of performance for this award, the Subrecipient 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 Subrecipient must promptly notify the awarding agency 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 to eliminate any inappropriate duplication of funding.
- E. Subrecipients must comply with applicable restrictions on Subawards, including restrictions on Subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for the System for Award Management (SAM) registration.

- F. Subrecipient must have written procedures in place to respond in the event of an actual or imminent breach if the Subrecipient (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of personally identifiable information (2 CFR 200.79) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a Federal information system. The Subrecipient's breach procedures must include a requirement to report actual or imminent breach to an OJP Program Manager no later than twenty-four (24) hours after an occurrence of an actual breach, or the detection of an imminent breach.
- G. Subrecipient must comply with all applicable requirements for authorization of any Subaward. This condition applies to agreements that for purposes of federal grants administrative requirements OJP considers a Subaward (and therefore does not consider a procurement contract).
- H. Subrecipient must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently \$250,000.00). 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).
- I. Consistent with Part 200 Uniform Requirements, including as set out at 2 CFR 200.300 and 200.319(a), Subrecipient may not (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 CFR 200.319(a) or as specifically authorized by the DOJ.
- J. Subrecipient must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients, or individuals defined (for purposes of this condition) as employees of the Subrecipient.
- K. Subrecipient must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.
- L. Subrecipient must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by the



DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

- M. Subrecipient 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.
- N. Any training or training materials that the Subrecipient develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees.
- O. Subrecipient understands and agrees that the awarding agency may withhold award funds, or may impose other related requirements, if (as determined by the awarding agency) the Subrecipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of the award), or other outstanding issues that arise in connection with audits, investigations, or reviews of awards.
- P. Subrecipient must 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 must comply with all applicable requirements of 28 CFR Part 54, which relates to nondiscrimination on the basis of sex in certain education programs.

Subrecipient must comply with all applicable requirements of 28 CFR Part 38 including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries, and rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to subrecipient organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to subrecipients that are faith-based or religious organizations.

Subrecipient understands that the applicable statutes pertaining to civil rights will include section 601 of the Civil Rights Act of 1964 (42 U.S.C. § 2000d); section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794); section 901 of the Education Amendments of 1972 (20 U.S.C. § 1681); and section 303 of the Age Discrimination Act of 1975 (42 U.S.C. § 6102).

Subrecipient understands that the applicable statutes pertaining to nondiscrimination may include section 809(c) of Title I of the Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. § 10228(c)); section 1407(e) of the Victims of Crime Act of 1984 (34 U.S.C. § 20110(e)); section 299A(b) of the Juvenile Justice and Delinquency Prevention Act of 2002 (34 U.S.C. § 11182(b)); and 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.

Subrecipient 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 may include, but are not limited to, 2 C.F.R. Part 2800 (the DOJ "Part 200 Uniform Requirements") and 28 C.F.R. Parts 22 (confidentiality - research and statistical information), 23 (criminal intelligence systems), 38 (regarding faith-based or religious organizations participating in federal financial assistance programs), and 46 (human subjects protection).

- Q. Subrecipient may not use Federal awards to either directly or indirectly, 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-Lobbying with appropriated moneys). The subrecipient may not use Federal awards 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).
- R. Subrecipient must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes, including from various provisions in the applicable appropriations acts.
- S. Subrecipient must promptly refer to the DOJ Office of the Inspector General any credible evidence that a principal, employee, agent, 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.
- T. Subrecipient may not 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 of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

- U. Subrecipient must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit 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. Subrecipient also must inform its employees, in writing, of employee rights and remedies under 41 U.S.C. 4712.
- V. Pursuant to the Federal Funding Accountability and Transparency Act of 2006 (FFATA), recipient may be requires to report the names and total compensation of the five most highly compensated executives of a subrecipient of award funds.
- W. The City shall monitor Subrecipient spending and specific outcomes and benefits attributable to use of award funds by Subrecipient. Subrecipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of the Subaward.
- X. Subrecipient 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.
- Y. 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.
- Z. Subrecipient must 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 agrees to submit a Privacy Certificate that is in accord with requirements of 28 CFR Part 22 and, in particular, 28 CFR 22.23.

#### §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. 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 Part 200 Uniform Requirements. Further,

Subrecipient agrees that the City is a “pass-through entity” as such term is defined in 2 CFR §200.74 and that the City 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. 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. 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”).

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. 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 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. 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 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. 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, 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 subcontractors, successors, transferees and assignees, to acknowledge and agree to comply with the provisions of this Section.

- K. 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. 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. 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, and may be used interchangeably with "subgrantee" and "contractor." 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 §3.6 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 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 and the City for any Subaward funds the Federal awarding agency 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 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 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 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(s) 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 may be executed in one or more counterparts, and by the parties in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. The parties further agree that facsimile signatures or scanned signatures (or signatures in another electronic format designated by City) and sent

by e-mail shall be deemed original signatures.

This Agreement includes twenty-two (22) pages and ten Exhibits which constitute the entire understanding and agreement of the parties.

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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: HYDEE FELDSTEIN SOTO, CITY ATTORNEY</p> <p>By _____ Barak Vaughn, Deputy City Attorney</p> <p>Date _____</p>	<p>FOR THE CITY OF LOS ANGELES KAREN BASS, MAYOR</p> <p>By _____ Karen Bass, Mayor</p> <p>Date _____</p>
<p>ATTEST:  HOLLY L. WOLCOTT, CITY CLERK</p> <p>By _____ Deputy City Clerk</p> <p>Date _____</p>	
<p>APPROVED AS TO FORM: DAWYN R. HARRISON, COUNTY COUNSEL</p> <p>By <u>EP</u> Deputy County Counsel</p> <p>Date <u>6/18/24</u></p>	<p>FOR THE COUNTY OF LOS ANGELES, a political subdivision of the State of California</p> <p>By <u>[Signature]</u> George Gascón, District Attorney Los Angeles County District Attorney's Office</p> <p>By <u>[Signature]</u> Guillermo Viera Rosa Chief Probation Officer Los Angeles County Probation Department</p> <p>Date <u>6/12/2024</u></p>

City Business License Number: \_\_\_\_\_  
 Internal Revenue Service ID Number: \_\_\_\_\_  
 Council File/OARS File Number: 21-1364; Date of Approval: 02/16/22  
 City Contract Number: \_\_\_\_\_

**Edward Byrne Memorial Justice Assistance Grant (JAG)  
Program  
Fiscal Year 2020 State Formula Solicitation**

May 28, 2020

This solicitation has been changed to reflect a new due date of May 29, 2020. A revision was also made to the Statutory Authority section on page 4. Thank you for your attention to these updates.

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



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## Edward Byrne Memorial Justice Assistance Grant (JAG) Program Fiscal Year 2020 State Formula Solicitation CFDA #16.738

**Solicitation Release Date: March 12, 2020**

**Application Deadline: 11:59 p.m. eastern time on May 29, 2020**

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The [U.S. Department of Justice](#) (DOJ), [Office of Justice Programs](#) (OJP), [Bureau of Justice Assistance](#) (BJA) is seeking applications for the Edward Byrne Memorial Justice Assistance Grant (JAG) Program. This program furthers the Department's mission by assisting state, local, and tribal law enforcement efforts to prevent or reduce crime and violence.

This solicitation incorporates the [OJP Grant Application Resource Guide](#) by reference. The OJP Grant Application Resource Guide provides guidance to applicants for the preparation and submission to OJP of applications for funding. **If this solicitation expressly modifies any provision in the OJP Grant Application Resource Guide, the applicant is to follow the guidelines in this solicitation as to that provision.**

### Eligibility

Only states may apply under this solicitation. By law, for purposes of the JAG Program, the term "states" includes the District of Columbia, the Commonwealth of Puerto Rico, the Northern Mariana Islands, the U.S. Virgin Islands, Guam, and American Samoa. (Throughout this solicitation, each reference to a "state" or "states" includes all 56 jurisdictions.)

The expected eligible allocations by state for the fiscal year (FY) 2020 JAG Program can be found at <https://bj.a.ojp.gov/sites/g/files/xyckuh186/files/media/document/FY20-State-JAG-Allocations.pdf>.

All recipients and subrecipients (including any for-profit organization) must forgo any profit or management fee.

### Contact information

For technical assistance with submitting an application, contact the Grants Management System (GMS) Support Hotline at 888-549-9901, option 3, or via email at [GMS.HelpDesk@usdoj.gov](mailto:GMS.HelpDesk@usdoj.gov). The GMS Support Hotline operates 24 hours a day, 7 days a week, including on federal holidays.

An applicant that experiences unforeseen GMS technical issues beyond its control that prevent it from submitting its application by the deadline must email the NCJRS Response Center

contact identified below **within 24 hours after the application deadline** to request approval to submit its application after the deadline. Additional information on reporting technical issues appears under “Experiencing Unforeseen GMS Technical Issues” in the **How to Apply (GMS)** section in the [OJP Grant Application Resource Guide](#).

For assistance with any other requirement of this solicitation, applicants may contact the NCJRS Response Center by telephone at 1–800–851–3420; via TTY at 301–240–6310 (hearing impaired only); by email at [grants@ncjrs.gov](mailto:grants@ncjrs.gov); by fax to 301–240–5830; or by web chat at <https://webcontact.ncjrs.gov/ncjchat/chat.jsp>. The NCJRS Response Center hours of operation are 10:00 a.m. to 6:00 p.m. eastern time, Monday through Friday, and 10:00 a.m. to 8:00 p.m. eastern time on the solicitation close date.

### **Deadline details**

Applicants must register in the OJP Grants Management System (GMS) at <https://grants.ojp.usdoj.gov/> prior to submitting an application under this solicitation. All applicants must register, even those that previously registered in GMS. Select the “Apply Online” button associated with the solicitation title. All registrations and applications are due by 11:59 p.m. eastern time May 29, 2020.

For additional information, see the “**How to Apply (GMS)**” section in the [OJP Grant Application Resource Guide](#).



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**EXHIBIT B**

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# Edward Byrne Memorial Justice Assistance Grant (JAG) Program FY 2020 State Formula Solicitation CFDA #16.738

## A. Program Description

### Overview

The Edward Byrne Memorial Justice Assistance Grant (JAG) Program is the primary provider of federal criminal justice funding to states and units of local government. BJA will award JAG Program funds to eligible states as described in this FY 2020 JAG Program State Solicitation. (BJA will issue a separate solicitation for applications from units of local government.)

**Statutory Authority:** The JAG Program is authorized by 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).

### Program-specific Information

#### Permissible uses of JAG Funds

In general, JAG funds awarded to a state under the FY 2020 program may be used to hire additional personnel and/or purchase equipment, supplies, contractual support, training, technical assistance, and information systems for **criminal justice**, including for any one or more of the following program areas:

- Law enforcement programs
- Prosecution and court programs
- Prevention and education programs
- Corrections and community corrections programs
- Drug treatment and enforcement programs
- Planning, evaluation, and technology improvement programs
- Crime victim and witness programs (other than compensation)
- Mental health programs and related law enforcement and corrections programs, including behavioral programs and crisis intervention teams

Additionally, JAG funds awarded to a state under this FY 2020 solicitation may be used to enforce state and local laws that establish offenses similar to offenses established in 21 U.S.C. § 801 *et seq.* and/or to improve the functioning of the **criminal justice** system, with emphasis on violent crime and serious offenders, by providing additional personnel, equipment, training, technical assistance, and information systems for the more widespread apprehension, prosecution, adjudication, detention, and rehabilitation of persons who violate these laws and to assist the victims of such crimes (other than compensation). Additional details can be found on the [JAG Resource Page](#).

Note that the statute defines “criminal justice” as “activities pertaining to crime prevention, control, or reduction, or the enforcement of the criminal law, including, but not limited to, police efforts to prevent, control, or reduce crime or to apprehend criminals, including juveniles, activities of courts having criminal jurisdiction, and related agencies (including but not limited to prosecutorial and defender services, juvenile delinquency agencies and pretrial service or release agencies), activities of corrections, probation, or parole authorities and related agencies assisting in the rehabilitation, supervision, and care of criminal offenders, and programs relating to the prevention, control, or reduction of narcotic addiction and juvenile delinquency.”

### **BJA Areas of Emphasis (updated July 2, 2020)**

BJA recognizes that many state and local criminal justice systems currently face challenging fiscal environments and that an important, cost-effective way to relieve those pressures is to share or leverage resources through cooperation among federal, state, and local law enforcement. BJA intends to focus much of its work on addressing violent crime, enforcing firearms laws, officer safety and wellness, safe policing for safe communities, and fentanyl detection. BJA encourages each state recipient of an FY 2020 JAG award to join federal law enforcement agencies across the board in addressing these challenges. Additional details on the BJA areas of emphasis can be found on the [JAG Resource Page](#).

### **Limitations on the Use of JAG Funds**

Prohibited uses of funds – JAG funds may not be used (whether directly or indirectly) for any purpose prohibited by federal statute or regulation, including those purposes specifically prohibited by the JAG Program statute as set out at [34 U.S.C. § 10152](#).

JAG funds may not be used (directly or indirectly) for security enhancements or equipment for nongovernmental entities not engaged in criminal justice or public safety. Additionally, JAG funds may not be used (directly or indirectly) to pay for any of the following items unless the BJA Director certifies that extraordinary and exigent circumstances exist making them essential to the maintenance of public safety and good order:

- Vehicles, vessels, or aircraft\*
- Luxury items
- Real estate
- Construction projects (other than penal or correctional institutions)
- Any similar matters

\*Police cruisers, police boats, and police helicopters are allowable vehicles under JAG and do not require BJA certification.

For a list of prohibited expenditures under JAG and information about requesting BJA certification for a prohibited item (including unmanned aircraft, unmanned aerial vehicles, and/or unmanned aerial systems purchases) or for examples of allowable vehicles that do not require BJA certification, refer to the JAG Prohibited Guidance section of the [JAG Resource Page](#) or the [JAG FAQs](#).

Cap on use of JAG award funds for administrative costs – Up to 10 percent of a JAG award, including up to 10 percent of any earned interest, may be used for costs associated with administering the award, which can include indirect costs.

Prohibition of supplanting; prohibition on use of JAG funds as match – JAG funds may not be used to supplant state or local funds but must be used to increase the amounts of such funds that would, in the absence of federal funds, be made available. See the [JAG FAQs](#) for examples of supplanting.

Although supplanting is prohibited, the leveraging of federal funding is encouraged.

Absent specific federal statutory authority to do so, JAG award funds may not be used as a match for other federal awards.

Other restrictions on use of JAG funds that require compliance, certification, and/or prior approval – If a state chooses to use its FY 2020 JAG funds for particular, defined types of expenditures, it must satisfy certain preconditions. Examples of items that require compliance, certification, and/or prior approval by BJA before purchase include: body-worn cameras, body armor, interoperable communications, DNA testing of evidentiary materials, uploading DNA profiles to a database, and entry of records into state repositories. Additional information, including the process to obtain prior approval and a body armor and/or body-worn camera certification form, can be found on the JAG Resource Page.

### **Allocation Determination and State Requirements Regarding Use of JAG Funds and Units of Local Government**

Award allocations are determined by a four-step statutory formula. Additional information can be found on the [JAG Resource Page](#) or in the [JAG Technical Report](#).

A state that applies for and receives an FY 2020 JAG award **must note the following**:

- Variable Pass-Through (VPT) Requirement – States must pass-through a predetermined percentage of funds to units of local government. (For purposes of the JAG Program, a “unit of local government” is a city, county, township, town, or certain federally recognized Indian tribes.) This predetermined percentage (often referred to as the “variable pass-through” or “VPT”) is calculated by OJP’s Bureau of Justice Statistics, based on the total criminal justice expenditures by a state and its units of local government. The variable pass-through percentage that will apply to a recipient state’s FY 2020 award can be found at: <https://www.bja.gov/jag/pdfs/VPT-for-SAs-updated-June-2017.pdf>. (If a state believes the VPT percentage has been calculated incorrectly, the state may provide pertinent, verifiable data to BJA and ask OJP to reconsider.)
- Less Than \$10,000 Allocations – A state must appropriately use or distribute the amount of funds that are **added** to the state’s FY 2020 award because certain units of local government within the state are ineligible for a direct FY 2020 award of JAG funds due to their small size. (These small sized units of local government are referred to as “less-than-\$10,000 jurisdictions.”) The state must provide these additional funds to state police departments that provide criminal justice services to the “less-than-\$10,000 jurisdictions” within the state and/or subaward the funds to such jurisdictions.
- Trust Fund – States (or State Administering Agencies) or units of local government may draw down JAG funds either in advance or on a reimbursement basis. To draw down in advance, a trust fund must be established in which to deposit the funds. The trust fund **must** be in an interest-bearing account, unless one of the exceptions in 2 C.F.R. § 200.305(b)(8) apply. If

subrecipients draw down JAG funds in advance, they also must establish a trust fund in which to deposit the funds. For additional information, see [2 C.F.R. § 200.305](#).

Certifications and Assurances by the Chief Executive of the Applicant Government (which incorporates the 30-day governing body review requirement) – A JAG application is not complete, and a state may not access award funds, unless the chief executive of the applicant state (e.g., the governor) properly executes, and the state submits, the “Certifications and Assurances by the Chief Executive of the Applicant Government.” The most up-to-date version of this certification can be found at <https://bja.ojp.gov/sites/g/files/xyckuh186/files/media/document/FY2020-State-JAG-CE-Certification.pdf>. Please note that this certification takes the place of the review narrative attachment and contains assurances that the governing body notification and public comment requirements, which are required under the JAG statute (at 34 U.S.C. § 10153(a)(2)), have been satisfied.

OJP will not deny an application for an FY 2020 award for failure to submit these “Certifications and Assurances by the Chief Executive of the Applicant Government” by the application deadline, but a state will not be able to access award funds (and its award will include a condition that withholds funds) until it submits these certifications and assurances, properly executed by the state’s chief executive (e.g., the governor).

- Death in Custody Reporting Act (DCRA) – BJA requires reporting from states pursuant to DCRA, which requires states and federal law enforcement agencies to report certain information to the Attorney General regarding the death of any person occurring during interactions with law enforcement officers or while in custody. All reporting for DCRA will be submitted via the BJA Performance Management Tool (PMT), located at <https://bjapmt.ojp.gov>.

A state that fails to comply with DCRA reporting requirements may, at the discretion of the Attorney General, be subject to not more than a 10 percent reduction in the funds that would otherwise be allocated for that fiscal year to the state under the JAG Program. DOJ will review the implementation of the penalty in future years. Additional information can be found on the [JAG Resource Page](#).

- National Incident-Based Reporting System (NIBRS) 3 Percent Set-aside – In preparation for the FBI’s 2021 NIBRS compliance deadline, BJA requires, through the application of a special condition, direct JAG award recipients (including U.S. territories) not certified by the FBI as NIBRS compliant to dedicate 3 percent of their JAG award toward achieving full compliance with the FBI’s NIBRS data submission requirements under the Uniform Crime Reporting Program. Additional information can be found on the [JAG Resource Page](#).

### **Required Compliance with Applicable Federal Laws**

All applicants should understand that OJP awards, including certifications provided in connection with such awards, are subject to review by DOJ, including by OJP and by the DOJ Office of the Inspector General. Applicants also should understand that a materially false, fictitious, or fraudulent statement (or concealment or omission of a material fact) in a certification submitted to OJP in support of an application may be the subject of criminal prosecution, and also may result in civil penalties and administrative remedies for false claims or otherwise. Administrative remedies that may be available to OJP with respect to an FY 2020 award include

suspension or termination of the award, placement on the DOJ high-risk grantee list, disallowance of costs, and suspension or debarment of the recipient.

### **Potential Statutory Funding Reductions**

- The Sex Offender Registration and Notification Act (SORNA), which is Title I of the Adam Walsh Child Protection and Safety Act of 2006, mandates a 10 percent reduction in a JAG award to a state that has failed to substantially implement SORNA. Additional information can be found on the [JAG Resource Page](#).
- The National Prison Rape Elimination Act (PREA) Standards are set out at 28 C.F.R. Part 115 and apply to confinement facilities such as adult prisons and jails, juvenile facilities, and police lockups. Under PREA, if a state's chief executive (e.g., governor) does not certify full compliance with the National PREA Standards, the state is subject to the loss of 5 percent of certain DOJ grant funds, including JAG award funds. Additional information can be found on the [JAG Resource Page](#).

### **Objectives**

In general, the FY 2020 JAG Program is designed to provide states with additional personnel, equipment, supplies, contractual support, training, technical assistance, and information systems for criminal justice. Although the JAG Program provides assistance directly to states, through pass-through (and similar) requirements, the JAG Program also is designed to assist units of local government with respect to their criminal justice needs.

As discussed in more detail in the [General Information about Post-federal Award Reporting Requirements](#) discussion, a state that receives an FY 2020 JAG award will be required to produce various types of reports and to submit data related to performance measurement and accountability. The objectives are directly related to the JAG Program accountability measures described at <https://bjapmt.ojp.gov/help/jagdocs.html> and demonstrate the results of the work completed, as discussed under [What an Application Should Include](#).

### **Evidence-based Programs or Practices**

OJP strongly emphasizes the use of data and evidence in policy making and program development for criminal justice, juvenile justice, and crime victim services. For additional information and resources on evidence-based programs or practices, see the [OJP Grant Application Resource Guide](#).

A useful matrix of evidence-based policing programs and strategies is available through the BJA-supported [Matrix Demonstration Project](#). It offers a number of program models designed to effectively implement promising and evidence-based strategies through the BJA Innovation Suite of programs, including Innovations in Policing, Prosecution, Supervision, Reentry, and others (see <https://www.bja.gov/Programs/CRPPE/innovationssuite.html>). BJA encourages states to use JAG funds to develop and implement these crime innovation strategies, including effective partnerships with universities and research partners and with nontraditional criminal justice partners.

### **Information Regarding Potential Evaluation of Programs and Activities**

Applicants should note OJP may conduct or support an evaluation of the programs and activities funded under the JAG Program. For additional information, see the [OJP Grant Application Resource Guide](#) section, entitled, "Information Regarding Potential Evaluation of Programs and Activities."

## B. Federal Award Information

Maximum number of awards BJA expects to make	56
Period of performance start date	October 1, 2019
Period of performance duration	4 years

Recipients have the option to request a one-time, up to 12-month extension. An extension longer than this period may be made on a case-by-case basis, at the discretion of BJA, and must be justified by circumstances beyond the control of the recipient. The extension must be requested via GMS no fewer than 30 days prior to the end of the performance period.

The expected allocations by state for the FY 2020 JAG Program can be found at: <https://bja.ojp.gov/sites/g/files/xyckuh186/files/media/document/FY20-State-JAG-Allocations.pdf>.

All awards are subject to the availability of appropriated funds and to any modifications or additional requirements that may be imposed by statute.

### Type of Award<sup>1</sup>

BJA expects to make awards under this solicitation as grants. See the “Administrative, National Policy, and Other Legal Requirements” section of the [OJP Grant Application Resource Guide](#) for additional information.

### Financial Management and System of Internal Controls

Award recipients and subrecipients (including recipients or subrecipients that are pass-through entities) must, as described in the Part 200 Uniform Requirements<sup>2</sup> as set out at 2 C.F.R. 200.303, comply with standards for financial and program management. See [OJP Grant Application Resource Guide](#) for additional information.

### Budget Information

This solicitation expressly modifies the OJP Grant Application Resource Guide by not incorporating the “Limitation on Use of Award Funds for Employee Compensation; Waiver” provision in the “Financial Information” section of the OJP Grant Application Resource Guide.

### Cost Sharing or Match Requirement

The JAG Program does not require a match.

Please see the [OJP Grant Application Resource Guide](#) for information on the following:

[Pre-agreement Costs \(also known as Pre-award Costs\)](#)

[Prior Approval, Planning, and Reporting of Conference/Meeting/Training Costs](#)

[Costs Associated with Language Assistance \(if applicable\)](#)

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<sup>1</sup> For purposes of this solicitation, the phrase “pass-through entity” includes any recipient or subrecipient that provides a subaward (“subgrant”) to carry out part of the funded award or program.

<sup>2</sup> The “Part 200 Uniform Requirements” means the DOJ regulation at 2 C.F.R. Part 2800, which adopts (with certain modifications) the provisions of 2 C.F.R. Part 200.



## C. Eligibility Information

For eligibility information, see the title page.

For information on cost sharing or match requirements, see [Section B. Federal Award Information](#).

## D. Application and Submission Information

### What an Application Should Include

See the “Application Elements and Formatting Instructions” section of the [OJP Grant Application Resource Guide](#) for information on what happens to an application that does not contain all the specified elements. (This solicitation expressly modifies the “Application Elements and Formatting Instructions” section of the OJP Grant Application Resource Guide by **not** incorporating paragraph two of that section (referring to nonresponsive applications or applications missing critical elements not “[proceeding] to peer review”).)

### 1. Application for Federal Assistance (Standard Form (SF)-424)

The SF-424 is a required standard form used as a cover sheet for submission of pre-applications, applications, and related information. See the [OJP Grant Application Resource Guide](#) for additional information on completing the SF-424.

#### Intergovernmental Review:

This solicitation (“funding opportunity”) is subject to [Executive Order 12372](#). An applicant may find the names and addresses of State Single Points of Contact (SPOCs) at the following website: [https://www.whitehouse.gov/wp-content/uploads/2017/11/Intergovernmental\\_-\\_Review-\\_SPOC\\_01\\_2018\\_OFFM.pdf](https://www.whitehouse.gov/wp-content/uploads/2017/11/Intergovernmental_-_Review-_SPOC_01_2018_OFFM.pdf). If the applicant’s state appears on the SPOC list, the applicant must contact the State SPOC to find out about, and comply with, the state’s process under E.O. 12372. In completing the SF-424, an applicant whose state appears on the SPOC list is to make the appropriate selection in response to question 19, once the applicant has complied with its State E.O. 12372 process. (An applicant whose state does not appear on the SPOC list should answer question 19 by selecting the response that the: “Program is subject to E.O. 12372, but has not been selected by the State for review.”).

### 2. Project Identifiers

Applications should identify at least 3 and no more than 10 project identifiers that would be associated with the proposed project activities. The list of identifiers can be found at [www.bja.gov/funding/JAGIdentifiers.pdf](http://www.bja.gov/funding/JAGIdentifiers.pdf).

### 3. Program Narrative

The following sections **should** be included as part of the program narrative:

- (a) Description of the Issue – Identify the state's strategy/funding priorities for the FY 2020 JAG funds, the subgrant award process and timeline, any progress or challenges, and a description of the programs to be funded over the 4-year grant period.
- (b) Project Design and Implementation – Describe the state's process for engaging stakeholders from across the justice continuum and how that input informs priorities. This should include a description of how local communities are engaged in the planning

process, how state and local planning efforts are coordinated, and the challenges faced in coordination. The applicant should identify the stakeholders representing each program area who are participating in the strategic planning process, the gaps in the state's needed resources for criminal justice purposes, plans to improve the administration of the criminal justice system, and how JAG funds will be coordinated with state and related justice funds.

- (c) Capabilities and Competencies – Describe any additional strategic planning/coordination efforts in which the state participates with other criminal justice agencies in the state. Please provide an overview of any evidence-informed programs that have been implemented successfully and how those programs might inform implementation of strategic plan priorities. See page 13 for more information on the state strategic plan and annual report requirements.
- (d) Plan for Collecting the Data Required for this Solicitation's Performance Measures – OJP will require each successful applicant to submit specific performance data that demonstrate the results of the work carried out under the award. The performance data directly relate to the objectives identified under " Objectives" in [Section A. Program Description](#).

Applicants should visit OJP's performance measurement page at [www.ojp.gov/performance](http://www.ojp.gov/performance) for an overview of performance measurement activities at OJP.

The application should demonstrate the applicant's understanding of the performance data reporting requirements for this grant program and detail how the applicant will gather the required data should it receive funding.

Note that applicants are not required to submit performance data with the application. Rather, performance measures information is included as an alert that successful applicants will be required to submit performance data as part of the reporting requirements under an award.

Post award, recipients will be required to submit quarterly performance measures through BJA's PMT, located at <https://bjapmt.ojp.gov>. The application should describe the applicant's plan for collection of all of the performance measures data listed in the JAG accountability measures at <https://bjapmt.ojp.gov/help/jagdocs.html>.

#### **Note on Project Evaluations**

An applicant that proposes to use award funds through this solicitation to conduct project evaluations should follow the guidance under Note on Project Evaluations in the [OJP Grant Application Resource Guide](#).

#### **4. [Budget Information and Associated Documentation](#)**

**Please note that the budget narrative should include a full description of all costs, including funds set aside for the NIBRS project(s) and administrative costs (if applicable).**

General requirement for federal authorization of any subaward; statutory authorization of subawards under the JAG Program statute.

Generally, a recipient of an OJP award may not make subawards ("subgrants") unless the recipient has specific federal authorization to do so. Unless an applicable statute or DOJ regulation specifically authorizes (or requires) particular subawards, a recipient must have authorization from OJP before it may make a subaward.

However, JAG subawards that are required or specifically authorized by statute ([see 34 U.S.C. § 10152\(a\) and 34 U.S.C. § 10156](#)) do not require prior approval. This includes subawards made by states under the JAG Program. For additional information regarding subawards and authorizations, please refer to the subaward section in the [OJP Grant Application Resource Guide](#).

**5. [Indirect Cost Rate Agreement](#) (if applicable)**

This rule does not eliminate or alter the JAG-specific restriction in federal law that states charges for administrative costs may not exceed 10 percent of the award amount, regardless of the approved indirect cost rate.

Please see the [OJP Grant Application Resource Guide](#) for information on the following:

6. [Financial Management and System of Internal Controls Questionnaire \(including applicant disclosure of high risk status\)](#)
7. [Disclosure of Lobbying Activities](#)
8. [Applicant Disclosure of Pending Applications](#)
9. [Applicant Disclosure and Justification – DOJ High Risk Grantees<sup>\[1\]</sup>](#) (if applicable)
10. [Research and Evaluation Independence and Integrity](#)

**11. Certifications and Assurances by the Chief Executive of the Applicant Government**

A JAG application is not complete, and a state may not access award funds, unless the chief executive of the applicant state (e.g. the governor) properly executes, and the state submits, the “Certifications and Assurances by the Chief Executive of the Applicant Government” attached in the section above entitled State Requirements. The most up-to-date certification form can be found at <https://bja.ojp.gov/sites/g/files/xyckuh186/files/media/document/FY2020-State-JAG-CE-Certification.pdf>.

**12. Information regarding Communication with the Department of Homeland Security (DHS) and/or Immigration and Customs Enforcement (ICE)**

Each applicant must provide responses to the following questions as an attachment to the application:

- (1) Does your jurisdiction have any laws, policies, or practices related to whether, when, or how employees may communicate with DHS or ICE?
- (2) Is your jurisdiction subject to any laws from a superior political entity (e.g., a state law that binds a city) that meet the description in question 1?
- (3) If yes to either:
  - Please provide a copy of each law or policy.
  - Please describe each practice.
  - Please explain how the law, policy, or practice complies with 8 U.S.C. § 1373.

Note: Responses to these questions must be provided by the applicant as part of the application. Further, the requirement to provide this information applies to all tiers of funding and for all subawards made to state or local government entities, including public institutions of higher

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<sup>[1]</sup> A “DOJ High Risk Grantee” is a recipient that has received a DOJ High Risk designation based on a documented history of unsatisfactory performance, financial instability, management system or other internal control deficiencies, or noncompliance with award terms and conditions on prior awards, or that is otherwise not responsible.

education. All subrecipient responses must be collected and maintained by the direct recipient of funding 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.

OJP will not deny an application for an FY 2020 award for failure to submit these required responses by the application deadline, but a recipient will not receive award funds (and its award will include a condition that withholds funds) until it submits these responses.

### **13. State Strategic Plan and Annual Report (required for FY 2020)**

For FY 2020, each state **must** submit a comprehensive statewide strategic plan with its application. Additionally, in any year in which the statewide strategic plan is not fully updated, each state must also submit a brief annual report with its application. For more details regarding the strategic planning requirements, see What an Application Should Include on the [JAG Resource Page](#).

#### **How to Apply**

An applicant must submit its application through the [Grants Management System \(GMS\)](#), which provides support for the application, award, and management of awards at OJP. Find information, registration and submission steps on how to apply in GMS in response to this solicitation under **How to Apply (GMS)** in the [OJP Grant Application Resource Guide](#).

## **E. Application Review Information**

### **Review Process**

BJA reviews the application to make sure that the information presented is reasonable, understandable, measurable, achievable, and consistent with the solicitation. See the [OJP Grant Application Resource Guide](#) for information on the application review process for this solicitation..

In addition, if OJP anticipates that an award will exceed \$250,000 in federal funds, OJP also must review and consider any information about the applicant that appears in the nonpublic segment of the integrity and performance system accessible through the System for Award Management (SAM) (currently, the Federal Awardee Performance and Integrity Information System, FAPIIS).

**Important note on FAPIIS:** An applicant, at its option, may review and comment on any information about itself that currently appears in FAPIIS and was entered by a federal awarding agency. OJP will consider any such comments by the applicant, in addition to the other information in FAPIIS, in its assessment of the risk posed by the applicant.

Absent explicit statutory authorization or written delegation of authority to the contrary, the Assistant Attorney General will make all final award decisions.

## F. Federal Award Administration Information

Please see the [OJP Grant Application Resource Guide](#) for information on the following:

### Federal Award Notices

#### Administrative, National Policy, and Other Legal Requirements

OJP strongly encourages prospective applicants to review information on post-award legal requirements and common OJP award conditions **prior** to submitting an application.

In addition to implementing the funded project consistent with the OJP-approved application, the recipient must comply with all award conditions, and all applicable requirements of federal statutes and regulations (including applicable requirements referred to in the assurances and certifications executed in connection with award acceptance).

For additional information on these legal requirements, see the “Administrative, National Policy, and Other Legal Requirements” section in the [OJP Grant Application Resource Guide](#).

### Information Technology (IT) Security Clauses

#### General Information about Post-Federal Award Reporting Requirements

In addition to addressing the objectives described in [Section A. Program Description](#), any recipient of an award under this solicitation will be required to submit the following reports and data:

Required reports. Recipients typically must submit quarterly financial status reports, semi-annual progress reports, final financial and progress reports, and, if applicable, an annual audit report in accordance with the Part 200 Uniform Requirements or specific award conditions. Future awards and fund drawdowns may be withheld if reports are delinquent. (In appropriate cases, OJP may require additional reports.)

See the [OJP Grant Application Resource Guide](#) for additional information on specific post-award reporting requirements, including performance measures data.

Accountability measurement data must be submitted through BJA’s Performance Measurement Tool (PMT), available at <https://bjapmt.ojp.gov>. The accountability measures are available at <https://bjapmt.ojp.gov/help/jagdocs.html>. (Note that if a state provides funding to a law enforcement agency, the state must submit quarterly accountability measurement data on training that officers have received on use of force, racial and ethnic bias, de-escalation of conflict, and constructive engagement with the public.)

OJP may restrict access to award funds if a recipient of an OJP award fails to report the required performance measures data in a timely manner.

## G. Federal Awarding Agency Contact(s)

For OJP contact(s), see page 2 of this solicitation.

For contact information for GMS, see page 2.

## H. Other Information

Please see the [OJP Grant Application Resource Guide](#) for information on the following:

[Freedom of Information and Privacy Act \(5 U.S.C. 552 and 5 U.S.C. 552a\)](#)

[Provide Feedback to OJP](#)

For Certain Relevant Federal Laws, as in effect on February 26, 2020, see the [JAG Resource Page](#) for more information.

**Appendix A:  
Application Checklist**

**Edward Byrne Memorial Justice Assistance Grant (JAG) Formula  
Program: FY 2020 State Solicitation**

This application checklist has been created as an aid in developing an application.

**What an Applicant Should Do:**

*Prior to Registering in GMS:*

- Acquire a DUNS Number (see [OJP Grant Application Resource Guide](#))
- Acquire or renew registration with SAM (see [OJP Grant Application Resource Guide](#))

*To Register with GMS:*

- For new users, acquire a GMS username and password\* (see [OJP Grant Application Resource Guide](#))
- For existing users, check GMS username and password\* to ensure account access (see [OJP Grant Application Resource Guide](#))
- Verify SAM registration in GMS (see [OJP Grant Application Resource Guide](#))
- Search for and select correct funding opportunity in GMS (see [OJP Grant Application Resource Guide](#))
- Register by selecting the “Apply Online” button associated with the funding opportunity title (see [OJP Grant Application Resource Guide](#))
- Read OJP policy and guidance on conference approval, planning, and reporting available at [ojp.gov/financialguide/DOJ/PostawardRequirements/chapter3.10a.htm](http://ojp.gov/financialguide/DOJ/PostawardRequirements/chapter3.10a.htm) (see [OJP Grant Application Resource Guide](#))

If experiencing technical difficulties in GMS, contact the NCJRS Response Center  
(see page 2)

\*Password Reset Notice – GMS users are reminded that while password reset capabilities exist, this function is only associated with points of contact designated within GMS at the time the account was established. Neither OJP nor the GMS Help Desk will initiate a password reset unless requested by the authorized official or a designated point of contact associated with an award or application.

**Overview of Post-Award Legal Requirements:**

- Review the “[Overview of Legal Requirements Generally Applicable to OJP Grants and Cooperative Agreements - FY 2020 Awards](#)” in the [OJP Funding Resource Center](#).

**Scope Requirement:**

- The federal amount requested is within the allowable limit(s) of the FY 2020 JAG Allocations List as listed at <https://bja.ojp.gov/sites/g/files/xyckuh186/files/media/document/FY20-State-JAG-Allocations.pdf>.

**Eligibility Requirement:**

Only states may apply under this solicitation. By law, for purposes of the JAG Program, the term “states” includes the District of Columbia, the Commonwealth of Puerto Rico, the Northern Mariana Islands, the U.S. Virgin Islands, Guam, and American Samoa. (Throughout this solicitation, each reference to a state or states includes all 56 jurisdictions.)

**What an Application Should Include:**

- Application for Federal Assistance (SF-424) (see [OJP Grant Application Resource Guide](#))
- Intergovernmental Review (see page 10)
- Program Narrative (see page 10)
- Budget Detail Worksheet (see page 11)
- Budget Narrative (see page 11)
- Indirect Cost Rate Agreement (if applicable) (see page 12)
- Financial Management and System of Internal Controls Questionnaire (see [OJP Grant Application Resource Guide](#))
- Disclosure of Lobbying Activities ([SF-LLL](#)) (see [OJP Grant Application Resource Guide](#))
- Applicant Disclosure of Pending Applications (see [OJP Grant Application Resource Guide](#))
- Applicant Disclosure and Justification – DOJ High Risk Grantees (see [OJP Grant Application Resource Guide](#)) (if applicable)
- Research and Evaluation Independence and Integrity (if applicable) (see [OJP Grant Application Resource Guide](#))
- Certifications and Assurances by Chief Executive (see page 12)
- Information regarding Communication with the Department of Homeland Security (DHS) and/or Immigration and Customs Enforcement (ICE) (see page 12)
- State Strategic Plan (see page 13)



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**EXHIBIT C**

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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.

Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" ([ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm](http://ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm)), and incorporated by reference into the 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, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

Failure to comply with one or more 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 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. 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.



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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 2020 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2020 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 2020 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.

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.



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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, 2018, 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, 2018, 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.

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.



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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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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](http://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



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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](mailto:E-Verify@dhs.gov). E-Verify employer agents can email E-Verify at [E-VerifyEmployerAgent@dhs.gov](mailto: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.



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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.





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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>.



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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.



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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 2020) 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 that may be set out in applicable appropriations acts are indicated at <https://ojp.gov/funding/Explore/FY20AppropriationsRestrictions.htm>, and are incorporated by reference here. Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

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

The recipient, and any subrecipients ("subgrantees") at any tier, 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: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

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



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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.



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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](mailto: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.



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31. Authority to obligate award funds contingent on noninterference (within the funded "program or activity") with federal law enforcement: information-communication restrictions; 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 wholly or partly with award funds is subject to any "information-communication restriction."
- B. Also, 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, described in par. 1.A of this condition) that would be reimbursed wholly or partly 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) described in par. 1.A of this condition, is in compliance with the award condition entitled "Noninterference (within the funded 'program or activity') with federal law enforcement: information-communication restrictions; 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) described in par. 1.A of this condition, may be subject to any information-communication restriction. Also, any subaward (at any tier) to a subrecipient described in paragraph 1.A of this condition 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 described in par. 1.A of this condition 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 ... information-communication restrictions; 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 ... information-communication restrictions; ongoing compliance" condition.
- B. Both the "Rules of Construction" and the "Important Note" set out in the "Noninterference ... information-communication restrictions; ongoing compliance" condition are incorporated by reference as though set forth here in full.





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*SPECIAL CONDITIONS*

32. Authority to obligate award funds contingent on no use of funds to interfere with federal law enforcement: information-communication restrictions; 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, described in paragraph 1.A of this condition) 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) described in paragraph 1.A of this condition, is in compliance with the award condition entitled "No use of funds to interfere with federal law enforcement: information-communication restrictions; 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) described in paragraph 1.A of this condition, may be subject to any information-communication restriction. In addition, any subaward (at any tier) to a subrecipient described in paragraph 1.A of this condition 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 described in paragraph 1.A of this condition 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 ... information-communication restrictions; ongoing compliance" award condition.

4. Rules of Construction

A. For purposes of this condition "information-communication restriction" has the meaning set out in the "No use of funds to interfere ... information-communication restrictions; ongoing compliance" condition.

B. Both the "Rules of Construction" and the "Important Note" set out in the "No use of funds to interfere ... information-communication restrictions; ongoing compliance" condition are incorporated by reference as though set forth here in full.



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*SPECIAL CONDITIONS*

33. Noninterference (within the funded "program or activity") with federal law enforcement: information-communication restrictions; 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 to/from DHS; or (2) a government entity or -agency from sending, requesting or receiving, or exchanging information regarding immigration status to/from/with DHS, or from maintaining such information. 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 (including any public institution of higher education), but not 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) "DHS" means the U.S. Department of Homeland Security.

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.





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*SPECIAL CONDITIONS*

34. No use of funds to interfere with federal law enforcement: information-communication restrictions; 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 to/from DHS; or (2) a government entity or -agency from sending, requesting or receiving, or exchanging information regarding immigration status to/from/with DHS, or from maintaining such information. 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 (including any public institution of higher education), but not 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) "DHS" means the U.S. Department of Homeland Security.

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.



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*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: information-communication restrictions; ongoing compliance" award condition are incorporated by reference as though set forth here in full.



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*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

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 "No use of funds to interfere with federal law enforcement: information-communication restrictions; ongoing compliance" award condition are incorporated by reference as though set forth here in full.



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*SPECIAL CONDITIONS*

37. 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 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. 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.

- B. 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.

C. Both the "Rules of Construction" and the "Important Note" 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.



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38. 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 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

A. 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.

- B. 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.

C. Both the "Rules of Construction" and the "Important Note" set out in the "No use of funds to interfere with federal law enforcement: Interrogation of certain aliens" award condition are incorporated by reference as though set forth here in full.



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*SPECIAL CONDITIONS*

39. 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" funded (wholly or partly) by this award, as of the date the recipient accepts the award, and throughout the rest of the award period of performance. 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 USC 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 U.S., and 8 CFR 287.5(a), under which that power may be exercised "anywhere in or outside" the U.S.--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 sec. 101 of the Immigration and Nationality Act (INA) (8 USC 1101(a)(3)), except that, with respect to a juvenile offender, it means "criminal alien."

(2) The term "juvenile offender" means what it means under 28 CFR 31.304(f) (as in effect on Jan. 1, 2020).

(3) The term "criminal alien" means, with respect to a juvenile offender, an alien who is deportable on the basis of-

(a) conviction described in 8 USC 1227(a)(2), or

(b) conduct described in 8 USC 1227(a)(4).

(4) The term "conviction" means what it means under 8 USC 1101(a)(48). (Adjudication of a juvenile as having committed an offense does not constitute "conviction" for purposes of this condition.)

(5) The term "correctional facility" means what it means under 34 USC 10251(a)(7)) as of January 1, 2020.

(6) 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.



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

(8) A "public" institution of higher education is 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.")

(9) "Program or activity" means what it means under 42 USC 2000d-4a.

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.





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*SPECIAL CONDITIONS*

40. 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 USC 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 CFR 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

A. For purposes of this condition:

(1) The term "alien" means what it means under section 101 of the Immigration and Nationality Act (INA) (8 USC 1101(a)(3)), except that, with respect to a juvenile offender, it means "criminal alien."

(2) The term "juvenile offender" means what it means under 28 CFR 31.304(f) (as in effect on Jan. 1, 2020).

(3) The term "criminal alien" means, with respect to a juvenile offender, an alien who is deportable on the basis of—

(a) conviction described in 8 USC 1227(a)(2), or

(b) conduct described in 8 USC 1227(a)(4).

(4) The term "conviction" means what it means under 8 USC 1101(a)(48). (Adjudication of a juvenile as having committed an offense does not constitute "conviction" for purposes of this condition.)

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

(6) 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





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

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

(8) 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.")

(9) "Program or activity" means what it means under 42 USC 2000d-4a.

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.

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.

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).



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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](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.

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.



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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.

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](http://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](http://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.



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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.



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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.



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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 (<https://bjapmt.ojp.gov/>). 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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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. JAG FY 2020 - Authorization to obligate (federal) award funds to reimburse certain project costs incurred on or after October 1, 2019 [BJA]

Authorization to obligate (federal) award funds to reimburse certain project costs incurred on or after October 1, 2019

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, 2019), 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.

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>.



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67. 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.

68. 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.

69. Withholding of funds: NIBRS set-aside in Disparate jurisdictions

The recipient may not obligate, expend, or draw down any award funds until the recipient submits, and BJA reviews and accepts, documentation of compliance with the required NIBRS 3 percent set-aside by the recipient and each disparate subrecipient, and a Grant Adjustment Notice (GAN) has been issued to remove this condition. For each jurisdiction, including the recipient and disparate subrecipients, such documentation may be either (1) a budget that clearly documents that the jurisdiction has dedicated at least 3 percent of the total amount of their allocation to NIBRS compliance activities, or (2) documentation showing that the jurisdiction has been certified as NIBRS compliant.

70. 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.

71. 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.





**Department of Justice (DOJ)**

Office of Justice Programs

*Bureau of Justice Assistance*

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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.

FY 2020 LOCAL JAG PROGRAM  
AWARD NUMBER: 2020-DJ-BX-0786

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”) 2020 Edward Byrne Memorial Justice Assistance Grant (“JAG”) Program funds awarded to the City (Award Number: 2020-DJ-BX-0786) (“FY 2020 JAG Grant” or the “Grant”). Please be advised that the City submits its acceptance of the FY 2020 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 2020 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 2020 JAG Local Solicitation (collectively, the “Enjoined Conditions”).

In accordance with the Court Order, the City is submitting its acceptance of the FY 2020 JAG Grant award with the understanding that the Enjoined Conditions are invalid and unenforceable as applied to the FY 2020 JAG Grant, and the City’s acceptance of the FY 2020 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.

Finally, the City notes that the Department of Justice, Bureau of Justice Assistance (BJA), has confirmed that the City’s acceptance deadline for the Grant has been extended until January 22, 2021 due to technical issues related to Justice Grants System which delayed the City’s timely access of the Grant award documents.

Sincerely,

Handwritten signature of Eric Garcetti in black ink, consisting of stylized initials 'E.G.' followed by a horizontal line and a small flourish.

Eric Garcetti  
Mayor  
City of Los Angeles

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**EXHIBIT D**

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## U.S. DEPARTMENT OF JUSTICE OFFICE OF JUSTICE PROGRAMS

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# "General Conditions" for OJP Awards in FY 2020

## May 2020

OJP expects that all (or virtually all) awards made in FY 2020 will include all of the award conditions set out below.

Individual awards typically also will include additional award conditions. Those additional conditions may relate to the particular statute, program, or solicitation under which the award is made; to the substance of the funded application; to the recipient's performance under other federal awards; to the recipient's legal status (e.g., as a for-profit entity); or to other pertinent considerations.

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**Requirements of the award; incorporation by reference; 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.

Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" ([ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm](https://ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm)), and incorporated by reference into the 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, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

Failure to comply with one or more 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 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. 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.

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## 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 2020 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2020 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 2020 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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## 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](https://ojp.gov/financialguide/DOJ/index.htm)" 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.

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## **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.

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## **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, 2018, 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, 2018, 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://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.

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## Requirements related to "de minimis" indirect cost rate

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

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## 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 DOJ awarding agency, must seek a budget-modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.

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## 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/SAM/>. 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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# 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.everify.gov](http://www.everify.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 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](mailto:E-Verify@dhs.gov). E-Verify employer agents can email E-Verify at [E-VerifyEmployerAgent@dhs.gov](mailto:E-VerifyEmployerAgent@dhs.gov).

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

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## **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.

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## **All subawards ("subgrants") must have specific federal authorization**

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

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

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## **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.

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## **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.

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**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.

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## **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.

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## **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").

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## **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.

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## **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>.

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## **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.

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## **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.

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## **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.

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## **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."

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## **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.

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## **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.

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## **Compliance with general appropriations-law restrictions on the use of federal funds (FY 2020)**

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 that may be set out in applicable appropriations acts are indicated at <https://www.ojp.gov/funding/explore/award-condition-general-appropriations-law-restrictions-use-federal-award-funds-fy-2020>, 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.

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## Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient, and any subrecipients ("subgrantees") at any tier, 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: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

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

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## 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.

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## **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.

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## **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.

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## 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](mailto: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.

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[Return to "Overview of Legal Requirements Generally Applicable to OJP Awards - FY 2020"](#)

**Date Created: February 3, 2020**



U.S. DEPARTMENT OF JUSTICE  
OFFICE OF JUSTICE PROGRAMS



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**EXHIBIT E**

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**U.S. DEPARTMENT OF JUSTICE**

**CERTIFIED STANDARD ASSURANCES**

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

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

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

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

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

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

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

the Office on Violence Against Women, also may apply to an award made otherwise;

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

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

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

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

(8) If this application is for an award from the National Institute of Justice or the Bureau of Justice Statistics pursuant to which award funds may be made available (whether by the award directly or by any subaward at any tier) to an institution of higher education (as defined at 34 U.S.C. § 10251(a)(17)), I assure that, if any award funds actually are made available to such an institution, the Applicant will require that, throughout the period of performance--

- a. each such institution comply with any requirements that are imposed on it by the First Amendment to the Constitution of the United States; and
- b. subject to par. a, each such institution comply with its own representations, if any, concerning academic freedom, freedom of inquiry and debate, research independence, and research integrity, at the institution, that are included in promotional materials, in official statements, in formal policies, in applications for grants (including this award application), for accreditation, or for licensing, or in submissions relating to such grants, accreditation, or licensing, or that otherwise are made or disseminated to students, to faculty, or to the general public.

(9) 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.

(10) 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).

(11) 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.

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**EXHIBIT F**

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**MODIFICATION REQUEST FORM**

Grant: Justice Assistance Grant (JAG) FY 20  
Date of Request: \_\_\_\_\_  
Name of Agency: \_\_\_\_\_  
Grant Point of Contact: \_\_\_\_\_  
Point of Contact Address: \_\_\_\_\_  
Point of Contact Email: \_\_\_\_\_  
Phone #: \_\_\_\_\_

	<u>Submission Deadline</u>
Oct. 1 – Dec 31: <input type="checkbox"/>	November 30 <sup>th</sup>
Jan. 1 – Mar 31: <input type="checkbox"/>	February 28 <sup>th</sup>
Apr 1 – Jun 30: <input type="checkbox"/>	May 31 <sup>st</sup>
July 1 – Sept. 30: <input type="checkbox"/>	August 31 <sup>st</sup>

Instructions:

1. Please indicated the modifications you wish to make and the reasons for your requested changes:

Original Budget: \$ \_\_\_\_\_

New Budget: \$ \_\_\_\_\_

Reasons for Requested  
Changes: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. Has interest been accrued on the JAG funds allocated to this jurisdiction?  Yes  No

*If YES, please specify the amount accrued, and outline intended use below. (Please note that interest earned on JAG funds is considered program income and should be expended only on allowable purpose areas under this program).*

Amount of Interest Accrued: \_\_\_\_\_

Intended Use:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. Please complete and attach as a separate document, a revised Budget Narrative and Detailed Worksheet.

5. Please submit ***a signed original*** copy to:

**Jorge Santana, Grant Specialist  
Mayor's Office of Public Safety 200  
N. Spring Street; Room 303 Los  
Angeles, CA 90012**

6. If you have any questions, please contact Jorge Santana via email at: [jorge.santana@lacity.org](mailto:jorge.santana@lacity.org)

*Office Use Only:*

- Modification Approved*
- Modification Denied:*

<i>Reasons for Denial:</i>
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Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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**EXHIBIT G**

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CITY OF LOS ANGELES

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

Remit Financial Back-Up Documentation to:

Jorge Santana  
Mayor's Office of Public Safety  
200 N. Spring St., Room 303  
Los Angeles, CA 90012

Agency: County of Los Angeles

Department: \_\_\_\_\_

Prepared By: \_\_\_\_\_

Phone No.: \_\_\_\_\_

Email: \_\_\_\_\_

Invoice Number: \_\_\_\_\_

- JAG 19
- JAG 20
- JAG 21
- JAG 22

Expenditure Fiscal Year

- FY 2019/2020
- FY 2020/2021
- FY 2021/2022
- FY 2022/2023

Program	Expenditure Period Being Claimed	Approved Budget	Current Expenditure	Previously Expended	Balance
		-	\$ -	\$ -	-
	<b>Total</b>	\$ -	\$ -	\$ -	\$ -

*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 - Chief Executive Office

Print Name \_\_\_\_\_

Title \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

E-Mail \_\_\_\_\_ Phone \_\_\_\_\_

**Remit Payment To:**

Address:  
County of Los Angeles - Chief Executive Office  
500 West Temple Street, Room 754  
Los Angeles, CA 90012

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: \_\_\_\_\_



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**EXHIBIT H**

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## Services Plan

### **Services to be Provided by the County of Los Angeles**

(Undefined terms in this Exhibit 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 77<sup>th</sup> 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:

<b>CLEAR site</b>	<b>Position</b>	<b>Time Period for funding</b>
Northeast	DA and Probation	7/1/2020-6/30/2021
Newton	DA and Probation	7/1/2020-6/30/2021
Rampart	DA and Probation	7/1/2020-6/30/2021

Southeast	DA and Probation	7/1/2020-6/30/2021
Southwest	DA and Probation	7/1/2020-6/30/2021
Hollenbeck/Ramona Gardens	DA and Probation	7/1/2020-6/30/2021
Hollenbeck/Boyle Heights	DA and Probation	7/1/2020-6/30/2021
Foothill	DA and Probation	7/1/2020-6/30/2021
77th	DA and Probation	7/1/2020-6/30/2021

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:



<b>CLEAR Site</b>	<b>Amount for Los Angeles County District Attorney</b>	<b>Amount for Los Angeles County Probation</b>	<b>Site Total</b>	<b>Performance Period</b>
Northeast	\$41,110.33	\$24,444.44	\$65,554.77	7/1/2020-6/30/2021
Foothill	\$41,110.33	\$24,444.44	\$65,554.77	7/1/2020-6/30/2021
Southwest	\$41,110.33	\$24,444.44	\$65,554.77	7/1/2020-6/30/2021
Boyle Heights	\$41,110.33	\$24,444.44	\$65,554.77	7/1/2020-6/30/2021
Ramona Gardens	\$41,110.33	\$24,444.44	\$65,554.77	7/1/2020-6/30/2021
Newton	\$41,110.33	\$24,444.44	\$65,554.77	7/1/2020-6/30/2021
Southeast	\$41,110.33	\$24,444.44	\$65,554.77	7/1/2020-6/30/2021
Rampart	\$41,110.33	\$24,444.44	\$65,554.77	7/1/2020-6/30/2021
77th	\$41,110.33	\$24,444.48	\$65,554.81	7/1/2020-6/30/2021
<b>JAG 20 Total</b>	<b>\$369,992.97</b>	<b>\$220,000.00</b>	<b>\$589,992.97</b>	

<b>CLEAR Site</b>	<b>Amount for Los Angeles County District Attorney</b>	<b>Amount for Los Angeles County Probation</b>	<b>Site Total</b>	<b>Performance Period</b>
Northeast	\$41,110.33	\$24,444.44	\$65,554.77	7/1/2020-6/30/2021
Foothill	\$41,110.33	\$24,444.44	\$65,554.77	7/1/2020-6/30/2021
Southwest	\$41,110.33	\$24,444.44	\$65,554.77	7/1/2020-6/30/2021
Boyle Heights	\$41,110.33	\$24,444.44	\$65,554.77	7/1/2020-6/30/2021
Ramona Gardens	\$41,110.33	\$24,444.44	\$65,554.77	7/1/2020-6/30/2021
Newton	\$41,110.33	\$24,444.44	\$65,554.77	7/1/2020-6/30/2021
Southeast	\$41,110.33	\$24,444.44	\$65,554.77	7/1/2020-6/30/2021
Rampart	\$41,110.33	\$24,444.44	\$65,554.77	7/1/2020-6/30/2021
77th	\$41,110.33	\$24,444.48	\$65,554.81	7/1/2020-6/30/2021
<b>JAG 20 Total</b>	<b>\$369,992.97</b>	<b>\$220,000.00</b>	<b>\$589,992.97</b>	

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**EXHIBIT I**

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CLEAR - ( )  
EDWARD BYRNE JUSTICE ASSISTANCE GRANT AWARD  
City of Los Angeles  
**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 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?**

**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? **f the number closed, how many cases were recommended alternatives to incarceration?**

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

## BOARD LETTER/MEMO CLUSTER FACT SHEET

 Board Letter

 Board Memo

 Other

<b>CLUSTER AGENDA REVIEW DATE</b>	7/24/2024		
<b>BOARD MEETING DATE</b>	8/6/2024		
<b>SUPERVISORIAL DISTRICT AFFECTED</b>	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 <sup>st</sup> <input type="checkbox"/> 2 <sup>nd</sup> <input type="checkbox"/> 3 <sup>rd</sup> <input type="checkbox"/> 4 <sup>th</sup> <input type="checkbox"/> 5 <sup>th</sup>		
<b>DEPARTMENT(S)</b>	Los Angeles County Sheriff's Department		
<b>SUBJECT</b>	School Law Enforcement Services Agreement for School Resource Deputy Program		
<b>PROGRAM</b>	N/A		
<b>AUTHORIZES DELEGATED AUTHORITY TO DEPT</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
<b>SOLE SOURCE CONTRACT</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
	If Yes, please explain why: Sheriff provides these services within the jurisdiction.		
<b>SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No – Not Applicable		
<b>DEADLINES/ TIME CONSTRAINTS</b>	Agreement expires June 30, 2024.		
<b>COST &amp; FUNDING</b>	Total cost:		Funding source:
	\$ 8,989,499		School Districts pay for the services.
	TERMS (if applicable): July 1, 2024 – June 30, 2026, with one year extension option, subject to Board approval.		
	Explanation: Two Year term, with one year extension option.		
<b>PURPOSE OF REQUEST</b>	School Law Enforcement Services Agreement for School Resource Deputy Program.		
<b>BACKGROUND (include internal/external issues that may exist including any related motions)</b>	The Department's School Resource Deputy Program has provided dedicated law enforcement services to various schools within the County.		
<b>EQUITY INDEX OR LENS WAS UTILIZED</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:		
<b>SUPPORTS ONE OF THE NINE BOARD PRIORITIES</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please state which one(s) and explain how: County's Strategic Plan, North Star 2: Foster Vibrant and Resilient Communities, Strategy C – Public Safety		
<b>DEPARTMENTAL CONTACTS</b>	Name, Title, Phone # & Email: Mina Cho, Sergeant, 213-229-1647, <a href="mailto:mcho@lasd.org">mcho@lasd.org</a> , Rudy Sanchez, Sergeant, 213-229-1647, <a href="mailto:rpsanche@lasd.org">rpsanche@lasd.org</a> , and Erick Martinez, Lieutenant, 213-229-1647, <a href="mailto:e2martin@lasd.org">e2martin@lasd.org</a>		



August 6, 2024

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

Dear Supervisors:

**APPROVAL OF SCHOOL LAW ENFORCEMENT SERVICES  
AGREEMENT FOR SCHOOL RESOURCE DEPUTY PROGRAM  
(ALL DISTRICTS) (3 VOTES)**

**SUBJECT**

The Los Angeles County Sheriff's Department (Department) seeks approval of School Law Enforcement Services Agreement for School Resource Deputy Program (School Agreement) by and between the County of Los Angeles (County) and various school districts for the continued provision of law enforcement services on school campuses.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Approve the attached boilerplate School Agreement for the period from July 1, 2024, through June 30, 2026, unless sooner terminated or extended, for the provision of full-time law enforcement services on school campuses through the Department's School Resource Deputy Program (School Program), with the option to extend the term of the School Agreement for a one-year extension option from July 1, 2026, through June 30, 2027, subject to prior approval by the Board of Supervisors.
2. Delegate authority to the Sheriff, or his designee, to execute School Agreements, substantially similar to the attached School Agreement, with school districts in the County requesting full-time law enforcement services, effective July 1, 2024, or upon execution by the Sheriff, whichever is later, through June 30, 2026, unless sooner terminated or extended.

3. Delegate authority to the Sheriff to execute any and all amendments to the School Agreements, ensuring any negative fiscal impact to the County is avoided.

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

The purpose of the recommended action is to approve the boilerplate School Agreement and delegate authority to the Sheriff, or his designee, to execute School Agreements with various school districts in the County for the performance of full-time law enforcement services for the period from July 1, 2024, through June 30, 2026.

The Department's School Resource Deputy Program has provided dedicated law enforcement services to various school districts within the County for approximately 25 years. Fifteen school districts currently participate in the School Resource Deputy Program. The current School Resource Deputy Program includes 1 sergeant, 1 bonus deputy, and 39 deputy sheriffs from 11 different patrol stations.

A Statement of Work (SOW) has been attached to this School Agreement to delineate the responsibilities of the School Resource Deputy. The SOW was created in collaboration with the Office of Inspector General (OIG) and based off recommendations the OIG provided to the Department.

### **Implementation of Strategic Plan Goals**

The School Agreement is consistent with the County's Strategic Plan, North Star 2: Foster Vibrant and Resilient Communities, Strategy C – Public Safety: Enhance the safety of the public and our communities by addressing the risks, danger, harm, and conditions that cause, drive, or can help mitigate unlawful activity and crime and supports law enforcement accountability and transparency. This School Agreement enables deputies to provide necessary resources to handle problems unique to school campuses.

Deputies assist the schools with the implementation of programs designed to help prevent school violence, provide a safe learning environment, and provide public safety. Deputies coordinate and train with patrol stations, the fire department, and school administrators on a regular basis to prepare for numbers of possible disasters including natural disasters, campus violence and terrorism.

### **FISCAL IMPACT/FINANCING**

Under the terms of the Agreement, the school districts pay the Department for law enforcement services at the prevailing annual billing rates determined by the County Auditor-Controller, pursuant to the policies adopted by your Board.

Fiscal Year (FY) 2023-24 aggregate estimates for the School Resource Deputy Program are \$8,989,499. These revenues will be collected from the school districts in the form of monthly payments that are equivalent to one-twelfth of the annual contract sum. There is no net County cost impact to the Department, as the school districts will be reimbursing the Department for the requested service and related costs.

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

The school districts currently contracting with the County desire to continue their participation in the School Agreements.

The School Agreements will commence July 1, 2024, or upon execution by the Sheriff, whichever is later, and shall terminate on June 30, 2026, unless sooner terminated or extended. Either party may terminate a School Agreement with or without cause with ten days advance written notice. The billing rates are subject to change on July 1 of each year pursuant to any cost adjustments determined by the County Auditor-Controller.

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

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

This request is a renewal of an existing program and will have no impact on current unincorporated area services.

The Honorable Board of Supervisors  
August 6, 2024  
Page 4

**CONCLUSION**

Upon approval by your Board, please provide two certified copies of the Board-adopted letter to the Department's Contract Law Enforcement Bureau, Captain Andrew Cruz.

Sincerely,

ROBERT G. LUNA  
SHERIFF

DRAFT

**SCHOOL LAW ENFORCEMENT SERVICES AGREEMENT  
FOR SCHOOL RESOURCE DEPUTY PROGRAM  
BY AND BETWEEN  
COUNTY OF LOS ANGELES  
AND  
CONTRACTING SCHOOL**

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**SCHOOL LAW ENFORCEMENT SERVICES AGREEMENT  
FOR SCHOOL RESOURCE DEPUTY PROGRAM  
BY AND BETWEEN  
COUNTY OF LOS ANGELES  
AND  
CONTRACTING SCHOOL**

This School Law Enforcement Services Agreement for School Resource Deputy Program ("Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the County of Los Angeles ("County") and the CONTRACTING SCHOOL ("School").

**RECITALS**

- (a) Whereas, the Los Angeles County Sheriff's Department ("Sheriff's Department") operates a School Resource Deputy Program which provides full-time law enforcement services to schools and school districts within Los Angeles County; and
- (b) Whereas, the School is desirous of contracting with the County for the performance of law enforcement services by the Sheriff's Department as described herein; and
- (c) Whereas, the County is agreeable to rendering such services on the terms and conditions set forth in this Agreement; and
- (d) Whereas, this Agreement is authorized by Section 56 3/4 of the Charter of the County of Los Angeles, California Government Code Sections 53060 and 53069.8, and/or California Education Code Section 35160.

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

**1.0 SCOPE OF SERVICES**

- 1.1 The County agrees, through the Sheriff of the County of Los Angeles, to provide law enforcement services for the School to the extent and in the manner set forth in this Agreement, including Exhibit B, Statement of Work. Exhibit B, Statement of Work, delineates the responsibilities of the School Resource Deputies.
- 1.2 Except as otherwise specifically set forth in this Agreement, law enforcement

services shall encompass duties and functions of the type coming within the jurisdiction of and customarily rendered by the Sheriff under the Charter of the County and the statutes of the State of California.

## **2.0 ADMINISTRATION OF PERSONNEL**

- 2.1 The rendition of the services performed by the Sheriff's Department, the standards of performance, the discipline of officers, and other matters incident to the performance of such services and the control of personnel so employed shall remain with the County.
- 2.2 In the event of a dispute between the parties to this Agreement as to the extent of the duties and functions to be rendered hereunder, or the minimum level or manner of performance of such service, the School shall be consulted and a mutual determination thereof shall be made by both the Sheriff's Department and the School.
- 2.3 With regard to sections 2.1 and 2.2 above, the Sheriff, in an unresolved dispute, shall have final and conclusive determination as between the parties hereto.
- 2.4 All School employees who work in conjunction with the Sheriff's Department pursuant to this Agreement shall remain employees of the School and shall not have any claim or right to employment, civil service protection, salary, or benefits or claims of any kind from the County based on this Agreement. No School employees shall become employees of the County.
- 2.5 For the purpose of performing services and functions pursuant to this Agreement and only for the purpose of giving official status to the performance thereof, every County officer and/or employee engaged in performing any such service and function shall be deemed to be a representative of the School while performing such service for the School, as long as the service is within the scope of this Agreement.
- 2.6 The contracting School shall not be called upon to assume any liability for the direct payment of any Sheriff's Department salaries, wages, or other compensation to any County personnel performing services hereunder for said School. Except as herein otherwise specified, the School shall not be liable for compensation or indemnity

to any County employee or agent of the County for injury or sickness arising out of his/her employment as a contract employee of the School.

- 2.7 As part of its compliance with all applicable laws and regulations relating to employee hiring, the County agrees that the County Civil Service Rules to which it is subject, and which prohibit discrimination on the basis of non-merit factors, shall for purposes of this Agreement be read and understood to prohibit discrimination on the basis of sexual orientation.

### **3.0 DEPLOYMENT OF PERSONNEL**

- 3.1 As requested by the School, law enforcement services under this Agreement may be performed by dedicated deputy personnel and/or dedicated supervisory personnel.
- 3.2 This Agreement covers 180 days of the regularly scheduled academic school year. Sheriff Department's School Resource Deputy (SRD) daily working hours are eight hours per day, five days per week, excluding weekends, holidays, and non-student school days. SRD hours are typically 7:00 am to 3:00 pm. Each school district and the station command may agree to adjust the normal start time for the SRD to be within one hour of the typical start time.
- 3.3 The 180 days of SRD coverage does not include summer school session(s). However, SRD summer school coverage is available via this Agreement at the prevailing hourly school district rate (included in Exhibit A, School Law Enforcement Services Form SH-AD 575).
- 3.4 SRD summer school coverage shall be provided eight hours per day, typically from 7:00 am to 3:00 pm. Each school district and the station command may agree to adjust the normal start time for the SRD to be within one hour of the typical start time. There is no minimum days per week for SRD summer school coverage. If a change occurs to a scheduled SRD summer school session shift (cancellation, change of start time, etc.), the school shall notify the station command at least twenty-four hours before the start of the shift to be changed.
- 3.5 SRD hours are not adjustable to provide coverage for after school special events; however, the schools and school districts may enter into the School Supplemental



Law Enforcement Services Agreement for Special Events in order to obtain as needed supplemental law enforcement services for said special events.

- 3.6 As requested by the School, the Sheriff's Department shall provide personnel to perform services under this Agreement as set forth in Exhibit A, School Law Enforcement Services Form SH-AD 575, of this Agreement.
- 3.7 A new Exhibit A, School Law Enforcement Services Form SH-AD 575, shall be authorized and signed annually by the School and the Sheriff or his designee on or before July 1, and attached hereto as an Amendment to this Agreement, to reflect the level of service for the upcoming Agreement year.
- 3.8 Should the School request a change in the level of service other than pursuant to the annual July 1 readjustment, an additional Exhibit A, School Law Enforcement Services Form SH-AD 575, shall be signed and authorized by the School and the Sheriff or his designee and attached hereto as an Amendment to this Agreement, to reflect the revised level of service.
- 3.9 The most recent dated and signed Exhibit A, School Law Enforcement Services Form SH-AD 575, attached to this Agreement shall be the staffing level in effect between the County and the School.
- 3.10 For each newly contracted SRD added to Exhibit A, School Law Enforcement Services Form SH-AD 575, school districts shall be required to pay a one-time startup cost to procure the use and service of a marked black and white Sheriff's patrol vehicle. The County shall retain title and ownership of the patrol vehicle. The patrol vehicle shall be used for the purposes of performing SRD duties. The school district shall be invoiced for the patrol vehicle in a one-time separate billing upon the Sheriff Department's receipt of the signed Agreement and signed Exhibit A, School Law Enforcement Services Form SH-AD 575. The startup cost of the patrol vehicle shall be the prevailing annual rate as determined by the Auditor-Controller of Los Angeles County for the fiscal year in which the services shall commence.

#### **4.0 PERFORMANCE OF AGREEMENT**

- 4.1 For the purpose of performing law enforcement services, County shall furnish and supply all necessary labor, supervision, equipment, communication facilities, and supplies necessary to maintain the agreed level of service to be rendered hereunder.
- 4.2 Notwithstanding the foregoing, the School may provide additional resources for the County to utilize in performance of the services.
- 4.3 When and if both parties to this Agreement mutually agree as to the necessity of maintaining a law enforcement headquarters or Sheriff's Department substation within the School or at schools which would not normally be provided by the Sheriff's Department, the School shall furnish at its own cost and expense all necessary office space, furniture and furnishings, office supplies, janitor service, telephone, electricity, water, and other utilities.
- 4.4 It is expressly further understood that in the event a local office or building is maintained in said School, such local office or building may be used by the Sheriff of the County of Los Angeles in connection with the performance of his duties in territory outside of the School, provided, however, that the performance of such outside duties shall not be at any additional cost to the School.
- 4.5 It is mutually agreed that in all instances where special supplies, stationery, notices, forms, and the like must be issued in the name of said School, the same shall be supplied by the School at its own cost and expense.

## **5.0 INDEMNIFICATION**

- 5.1 Subject to the limitations stated in this Section 5.0, Indemnification, or elsewhere, the County shall indemnify, defend, and hold harmless the School, its officers, directors, employees, and agents (collectively, "School Indemnified Parties") from and against any and all liability, expense (including but not limited to defense costs and attorney's fees), claims, causes of action, and lawsuits for damages, including, but not limited to, bodily injury, death, personal injury or property damage (including property of the County) arising from or connected with any negligent, intentional, or reckless act or omission of the County, its Agencies and Departments, their respective deputies, officers, Board of Supervisors, elected and appointed officials, directors, employees, agents, or representatives while providing

services under this Agreement. With respect to any action or claim within the scope of this Section 5.1, the County shall have the right to use counsel of its own choice, at its sole costs and expense, to defend School Indemnified Parties, and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of the School Indemnified Parties; provided, however, that such adjustment, settlement, or compromise in no manner whatsoever limits or circumscribes the County's indemnification of the School Indemnified Parties. The County's obligations hereunder shall be satisfied when the County has provided to the School Indemnified Parties the appropriate form of dismissal (or similar document) relieving the School from any and all liability for the action or claim involved.

- 5.2 Notwithstanding anything contained herein or stated elsewhere, the County shall have no obligation or liability, including any obligation to indemnify or defend any School Indemnified Parties (a) based or asserted upon any failure to prevent any crime or tortious act, (b) for any injury, loss, or damage caused directly or indirectly by a criminal or tortious act of anyone other than the County, its Agencies and Departments, their respective deputies, officers, Board of Supervisors, elected and appointed officials, directors, employees, agents, or representatives, while providing services under this Agreement, or (c) for any injury, loss or damage caused by any means whatsoever based or asserted upon any failure to be at any specific location at any time(s) while performing services under this Agreement.
- 5.3 The School understands and agrees that the school law enforcement services and the school resource deputies provided hereunder are not intended or expected to accomplish patrolling or law enforcement at any particular school at any particular time, or to prevent crime or wrongdoing from occurring at any particular place or time.
- 5.4 Notwithstanding anything contained herein, the County's obligations hereunder to the School or any School Indemnified Party shall be limited by any immunity of freedom from suit or liability provided by law, including but not limited to those stated in California Government Code sections 818.2 and 845, as if such immunity

or legal provision were incorporated in full in this Agreement and made applicable to the School and all School Indemnified Parties.

- 5.5 The School shall indemnify, defend, and hold harmless the County, its Agencies and Departments, their respective deputies, officers, Board of Supervisors, elected and appointed officials, directors, employees, agents, and representatives (collectively, "County Indemnified Parties") from and against any and all liability, expense (including, but not limited to defense costs and attorneys' fees), claims, causes of action, and lawsuits for damages of any nature whatsoever, including but not limited to bodily injury, death, personal injury or property damage (including property of the School ), based or asserted upon any act or omission of the School, its officers, directors, employees, agents, or representatives arising out of or in any way relating to this Agreement. With respect to any action or claim within the scope of this Section 5.5, the School shall have the right to use counsel of its own choice, at its sole cost and expense, to defend the County Indemnified Parties and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of the County Indemnified Parties if the indemnity tender by the County Indemnified Parties is accepted without a reservation of rights; provided, however, that such adjustment, settlement, or compromise in no manner whatsoever limits or circumscribes School's indemnification of the County Indemnified Parties. The School's obligations hereunder shall be satisfied when the School has provided to the County Indemnified Parties the appropriate form of dismissal (or similar document) relieving the County Indemnified Parties from any and all liability for the action or claim involved. Any insurance coverage shall in no way limit or circumscribe the School's obligations to indemnify and hold harmless the County.
- 5.6 The School shall provide and maintain a program of liability insurance, which includes comprehensive general liability and comprehensive auto liability coverage, a program of self-insurance, or any combination thereof, at the School's sole option and discretion, to satisfy the School's indemnity obligations under this Agreement.

5.7 This Section 5.0, Indemnification, shall survive termination of this Agreement and/or final payment thereunder.

**6.0 TERM OF AGREEMENT**

The term of this Agreement shall commence July 1, 2024, or upon execution by the Sheriff, whichever is later, and shall terminate June 30, 2026, unless sooner terminated or extended in whole or in part as provided for herein. The term of this Agreement may be extended for one (1) additional 12-month period, subject to prior approval by the County Board of Supervisors.

**7.0 RIGHT OF TERMINATION**

7.1 This Agreement may be terminated at any time, with or without cause, by either party upon written notice given to the other party at least sixty (60) calendar days before the date specified for such termination.

7.2 In the event of a termination, each party shall fully discharge all obligations owed to the other party accruing prior to the date of such termination, and each party shall be released from all obligations, which would otherwise accrue subsequent to the date of termination.

**8.0 BILLING RATES**

8.1 For and in consideration of the rendition of the law enforcement services to be performed by the County for the School under this Agreement, the School shall pay the County for said services provided by County under the terms of this Agreement at the appropriate and prevailing billing rates set forth on Exhibit A, School Law Enforcement Services Form SH-AD 575, as established by the County Auditor-Controller.

8.2 The billing rates set forth on Exhibit A, School Law Enforcement Services Form SH-AD 575, shall be readjusted annually by the County Auditor-Controller effective July 1 of each year to reflect the cost of such service.

**9.0 PAYMENT PROCEDURES**

9.1 The County, through the Sheriff's Department, shall render to the School a summarized invoice which covers all services performed during said month, and

the School shall pay County for all undisputed amounts within sixty (60) calendar days after date of said invoice.

- 9.2 If such payment is not delivered to the County office, which is described on said invoice, within sixty (60) calendar days after the date of the invoice, the County is entitled to recover interest thereon.
- 9.3 In the event of any disputed amounts, the School shall provide the County with written notice of the dispute including the invoice date, amount, and reasons for dispute within ten (10) calendar days after receipt of the invoice. The parties shall memorialize the resolution of the dispute in writing. For any disputed amounts, interest shall accrue if payment is not received within sixty (60) calendar days after the dispute resolution is memorialized.
- 9.4 Said interest shall be at a rate of ten percent (10%) per annum or any portion thereof, calculated from the date payment was due pursuant to Section 9.2 and Section 9.3 above.
- 9.5 Notwithstanding the provisions of California Government Code section 907, if payment is not delivered to the County office which is described on said invoice within sixty (60) calendar days after date of the invoice or the date of memorialized resolution, then the County may satisfy such indebtedness, including interest thereon, from any funds of the School on deposit with the County without giving further notice to the School of the County's intention to do so.

## **10.0 AMENDMENTS**

All changes, modifications, or amendments to this Agreement must be in the form of a written Amendment duly executed by authorized personnel of the County and the Public Entity.

## **11.0 ASSIGNMENT, DELEGATION, AND SUBCONTRACTING**

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

**12.0 AUTHORIZATION WARRANTY**

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

**13.0 GOVERNING LAW, JURISDICTION, AND VENUE**

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

**14.0 NOTICES**

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

Notices to the County shall be addressed as follows:

Los Angeles County Sheriff's Department  
Contract Law Enforcement Bureau  
Attn: Captain Andrew B. Cruz  
211 W. Temple St.  
Los Angeles, California 90012

Notices to the School shall be addressed as follows:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
ATTN: \_\_\_\_\_

**15.0 VALIDITY**

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

**16.0 WAIVER**

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

**17.0 ENTIRE AGREEMENT**

This Agreement, including Exhibit A, and any executed Amendments hereto or thereto, constitute the complete and exclusive statement of understanding of the parties which supersedes all previous agreements, written or oral, and all communications between the parties relating to the subject matter of this Agreement. No change to this Agreement shall be valid unless prepared pursuant to Section 10.0, Amendments, of this Agreement and signed by both parties.



**SCHOOL LAW ENFORCEMENT SERVICES AGREEMENT  
FOR SCHOOL RESOURCE DEPUTY PROGRAM  
BY AND BETWEEN  
COUNTY OF LOS ANGELES  
AND  
CONTRACTING SCHOOL**

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

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Robert G. Luna, Sheriff

Date \_\_\_\_\_

CONTRACTING SCHOOL

By \_\_\_\_\_  
Name, Title

Date \_\_\_\_\_

APPROVED AS TO FORM:  
DAWYN R. HARRISON  
County Counsel

By \_\_\_\_\_  
Deputy County Counsel

# EXHIBIT B STATEMENT OF WORK

## 1. SCOPE OF WORK

1.1 The School Resource Deputy (SRD) principal responsibilities are the following:

### **Safety and Security**

**Ensure Safety:** Maintain a safe and secure environment on school premises. This includes monitoring school grounds, surrounding areas, and responding promptly to any incidents of potential criminal conduct or emergencies.

**Crisis Management:** Respond to and handle crisis situations, such as lockdowns, threats, or other law-enforcement related emergencies.

**Work with School Staff:** Collaborate with school administrators, teachers, and counselors to be an active part of the school community. The SRD shall collaborate with the school administrators in maintaining a school safety plan.

### **Law Enforcement Duties**

**Foster Positive Relationships:** Build trust and positive relationships with students, faculty, and parents. SRD shall be approachable and accessible to address their concerns and work toward establishing a positive learning environment.

**Trespass Prevention:** Deter trespassers and unauthorized individuals from entering school property.

**Enforce the Law:** Detain or arrest students who violate the law within the school premises. This includes laws encompassed by the California Penal Code, Vehicle Code, Health & Safety Code and Welfare & Institutions Code.

### **Law-Related Resources**

**Community Outreach:** Provide law related educational information to students, faculty, and parents. Topics can include but not limited to information about the law, personal rights, free community programs, health awareness and youth & child safety.

- 1.2 The SRD shall follow all federal/state laws and regulations, the Department's Manual of Policy and Procedures (MPP), which includes the SRD Manual, and the Statement of Work (SOW).
- 1.3 The SRD shall not be present to enforce school rules or administrative discipline on students. The SRD shall only take law enforcement action when criminal conduct is involved.
- 1.4 The SRD is prohibited from participating in school-based discipline, including detentions, suspensions, expulsions, or truancy unless the truancy is for off-campus conduct (i.e., students off school grounds during school hours).
- 1.5 SRD response to school staff calls for service relating to student conduct shall only be for suspected criminal conduct.
- 1.6 SRDs are prohibited from handcuffing a student or restraining a student with Flex cuffs on a school campus unless necessary to address a violent situation. Flex cuffs may only be used in emergency detentions or arrests such as a civil disturbance or any other emergency situation where large numbers of detentions or arrests are anticipated.
  - MPP 3-01/110.20 - Restraining Persons
  - MPP 3-01/110.23 - Handcuffing Prisoners
  - MPP 3-01/110.24 - Use of Flex-Cuffs
- 1.7 The SRD shall adhere to Department policy as it relates to juvenile detention, transportation, booking, and release.
  - MPP 5-02/100.00 – Detention
- 1.8 SRDs are prohibited from utilizing software to monitor student online behavior without reasonable suspicion that a student is involved in criminal activity. The SRD may be required to work with the Department crime analysts and/or detectives to follow up on suspected online criminal behavior/activity when specific, articulable, and credible facts demonstrate a public safety concern justifying the monitoring. All Department members shall be held accountable for any on-duty or off-duty conduct which has a tendency to adversely affect, lower, or destroy public respect and confidence in the Department, or its members.
  - MPP 3-01/000.10 – Professional Conduct

- 1.9 The SRD taking a juvenile into custody shall notify a parent, guardian, or person having custody of the child without unnecessary delay. The SRD shall inform them the minor is in custody and the location where the minor is being held. When notification is not possible, the reason shall be stated in the Incident Report (627[b] and 308(a) WIC).
- MPP 5-02/040.15 - Notification of Parents and Telephone Calls.
- 1.10 Arrests should occur in private, away from other students. The SRD should avoid making a custodial arrest in the counselor's or psychologist's office.
- 1.11 SRDs are prohibited from removing a student from campus without a warrant or court order unless the student presents a real and immediate threat to students, school staff, SRDs, other persons, and/or are arrested for a charge which requires booking at a sheriff station.
- 1.12 ~~The SRD shall comply with Welfare & Institutions Code section 625.6(a) which states: Prior to a custodial interrogation, and before the waiver of any Miranda rights, a youth 17 years of age or younger shall consult with legal counsel in person, by telephone, or by video conference. The consultation may not be waived. This does not apply to the admissibility of statements of a youth 17 years of age or younger if both of the following criteria are met: The officer who questioned the youth reasonably believed the information the officer sought was necessary to protect life or property from an imminent threat and officer's questions were limited to those questions that were reasonably necessary to obtain that information.~~ The SRD shall notify a school principal or their designee prior to interviewing a student except to protect the privacy of a victim and/or student and where notification would compromise an investigation.
- 1.13 All interviews should occur in a private location away from other students. ~~Students should be advised they may request to have a parent, guardian or an adult of their choosing present during the interview except for when there is an immediate threat to public safety or immediate disruption to a criminal investigation.~~
- 1.14 ~~Prior to interrogation, the SRD must advise the student of their Miranda Rights in compliance with Welfare & Institutions Code section 625.6(a) which states: Prior to a custodial interrogation, and before the waiver of any Miranda rights, a youth 17 years of age or younger shall consult with legal counsel in person, by telephone, or by video conference. The consultation may not be waived. This does not apply to the admissibility of~~

statements of a youth 17 years of age or younger if both of the following criteria are met: The officer who questioned the youth reasonably believed the information the officer sought was necessary to protect life or property from an imminent threat and officer's questions were limited to those questions that were reasonably necessary to obtain that information.

- 1.15 The SRD shall create a log entry via CAD/MDC when a student is contacted for the purpose of conducting an investigation, based on reasonable suspicion, to determine whether the student is committing, is about to commit, or has committed a crime. The log entry must articulate the factual reason for the contact and summarize the outcome of the contact. If the SRD suspects circumstances indicate a possible crime may have occurred that warrants follow-up investigation, a report shall be completed for the purpose of documenting the circumstances. A report shall also be completed if it is determined a crime occurred to document the crime and possible arrest of the student. In the event an SRD has reasonable suspicion supported by articulable facts in which a criminal act is about to occur, the SRD may contact the concerned students to prevent the crime from occurring. All CAD/MDC entries and all written reports must be maintained on file at the SRD's assigned station and provided to school administration upon request, when applicable.

## 2. LASD RESPONSIBILITIES

- 2.1 ~~When possible, all~~All SRDs shall attend the 32-hours of LASD's Mental Health Team and the 40-hour Sheriff's Department's School Resource Deputy training prior to being assigned as an SRD. ~~Topics include, but are not limited to, Ethics, Adolescent Mental Health, Juvenile Law, Community Youth Program School Safety & Emergency Operations, Diversion and Respond, Observe, Assess, React (ROAR), and Understanding the Adolescent Brain.~~ Topics may include, but are not limited to, youth de-escalation strategies, child and adolescent social emotional development and mental health issues, cultural competency, federal and state disability, anti-discrimination, and special education laws, positive behavioral supports, strategies, and interventions, restorative justice practices, trauma-informed practices for youth, American with Disabilities training, mandatory reporting requirements, school safety planning, crisis response, ethics, adolescent mental health, juvenile law, community youth program, school safety and emergency operations, Diversion and Respond, Observe, Assess, React (ROAR), and understanding the adolescent brain.

When an SRD is newly assigned during the academic calendar, the Department will provide an abridged SRD training, which may include in-person and/or on-line resources, until a full curriculum course can be provided during the pre-planned bi-annual 40-hour SRD training.

*Note: Abridged SRD training pending development.*

- 2.2 LASD shall ensure all SRDs adhere to the Use of Force policy. SRDs are authorized to use only that amount of force consistent with Department policy and objectively reasonable to perform their duties. "Objectively reasonable" means Department members shall evaluate each situation requiring the use of force considering the known circumstances, including, but not limited to, the severity of the crime at issue, whether the suspect poses an immediate threat to the safety of the member or others, and whether the suspect is actively resisting, in determining the necessity for force and the appropriate level of force. ~~Refer to attached LASD Force Policy, Section 3-10/038.00 – Reportable Use of Force and Force Categories.~~

The following force options are prohibited unless deadly force is justified:

- Intentional head or neck strikes with an impact weapon;
- Intentionally causing a person's head to impact against a hard fixed object (ex. Roadway, driveway, concrete floor, wall, jail bars, etc.);
- From a standing position, intentionally kicking an individual in the head or neck; while the individual is in a grounded position  
Grounded is defined as:
  - ❖ Person is laying completely flat on the ground (prone, supine or side), or
  - ❖ Person is on their hands and knees (all fours),
  - ❖ AND the person is motionless, believed to be unarmed, and there are no weapons in their immediate vicinity.

### Displaying Firearms

Department members are expected to exercise sound judgement and critical decision making when choosing to display a firearm or point it at a person.

- When a Department member un-holsters their firearm, in the absence of an imminent threat but where a potential threat exists, members should generally point their firearm in a safe direction without pointing it directly at a person, or

- In situations where a Department member reasonably believes an imminent threat exists based on the totality of the circumstances, that member may point their firearm at the threatening person or animal until they no longer perceive the threat.

~~Refer to attached LASD Force Policy, Section 3-10/038.00 – Reportable Use of Force and Force Categories.~~

- MPP 3-10/020.00 - Use of Force
- MPP 3-10/045.00 – Use of Deadly Force and Firearms

*Note: The LASD Use of Force policy will be updated in the near future. Once published, LASD shall update SOW 2.2 to incorporate the newly revised Force policy.*

- 2.3 LASD does not authorize the use of chokeholds or carotid restraints pursuant to California Government Code Section 7286.5 (a)(1) which states, "A law enforcement agency shall not authorize the use of a carotid restraint or choke hold by any peace officer employed by that agency."

LASD shall ensure all SRDs adhere to ~~the d~~Department policy as it relates to Compressional and Positional Asphyxia (~~chokeholds and carotid restraint~~).

- MPP 3-10/080.00 – Preventing Compressional and Positional Asphyxia

*Note: The LASD Use of Force policy will be updated in the near future. Once published, LASD shall update SOW 2.3 to incorporate the newly revised Force policy.*

- 2.4 LASD shall ensure all SRDs provide equal protection of the law without bias based on actual or perceived race, color, ethnicity, national origin, religion, gender, gender identity, disability, sexual orientation, or age, in accordance with the rights secured or protected by the Constitution or laws of the United States.

- MPP 3-01/000.05 - Bias - Free Policing

- 2.5 LASD shall ensure all SRDs, while on duty, are prohibited from exhibiting any tattoo, branding, or other form of body art which may be seen by another person.

- MPP 3-01/050.80 - Grooming and Dress Standards

- 2.6 SRDs are prohibited from displaying any known extremist symbols while on duty.
- 2.7 LASD shall ensure all SRDs, while on duty, adhere to Department policy on political activity, which prohibits engaging in any political activity whatsoever during working hours or on County premises including, but not limited to, the display of political posters, stickers, signs, or similar materials.
- MPP Section 3-01/070.05 – Political Activity
- 2.87 LASD shall ensure all SRDs not participate or join in any group of Department employees which promotes conduct that violates the rights of other employees or members of the public.
- Participation in these illicit groups, herein referred to as “deputy cliques” or “subgroups” which often include an associated symbol and/or tattoo, harms morale and erodes public trust. These groups undermine the Department’s goals and can create a negative public perception of the Department, increasing the risk of civil liability to the Department and involved personnel.
- MPP 3-01/050.83 - Employee Groups which Violate Rights of Other Employees or Members of the Public
- 2.98 LASD must report annually to the Board of Supervisors disaggregated data on student interactions with SRDs to evaluate the reasonableness of such interactions and ensure compliance with the prohibition against discrimination. Such reports may include the number of arrests and referrals for prosecution, the number of reports provided to the school or district regarding student misconduct, or other actions taken by SRDs with respect to individual students or others on campus.
- 2.109 LASD must publish CAD/MDC system statistics on all SRD contacts with students. LASD must also track and publish data on SRD contacts resulting in uses of force on students and the level of force used.
- 2.110 LASD will have a well-publicized formal complaint process open to pupils, families, and community members to report incidents of possible peace officer misconduct at schools or during interactions with pupils.
- 2.124 LASD will maintain an electronic database of all complaints.



2.132 LASD shall work on providing an SRD Manual to be completed by September 30, 2024, and pending the approval of the Office of the Inspector General.

## BOARD LETTER/MEMO CLUSTER FACT SHEET

 Board Letter

 Board Memo

 Other

<b>CLUSTER AGENDA REVIEW DATE</b>	07/24/2024	
<b>BOARD MEETING DATE</b>	08/06/2024	
<b>SUPERVISORIAL DISTRICT AFFECTED</b>	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 <sup>st</sup> <input type="checkbox"/> 2 <sup>nd</sup> <input type="checkbox"/> 3 <sup>rd</sup> <input type="checkbox"/> 4 <sup>th</sup> <input type="checkbox"/> 5 <sup>th</sup>	
<b>DEPARTMENT(S)</b>	Sheriff	
<b>SUBJECT</b>	Sole Source Amendments to Agreements with Keefe Commissary Network, LLC for Inmate Commissary Services and First Class Vending, Incorporated for Vending Machine Services – Inmate Only	
<b>PROGRAM</b>	Inmate Commissary Services and Vending Machine Services – Inmate Only	
<b>AUTHORIZES DELEGATED AUTHORITY TO DEPT</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
<b>SOLE SOURCE CONTRACT</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please explain why: Extension of current contracts needed to finalize contract negotiations for successor contract.	
<b>SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No – Not Applicable	
<b>DEADLINES/ TIME CONSTRAINTS</b>	The current Agreements with Keefe Commissary Network, LLC. and First Class Vending, Incorporated, are set to expire on August 28, 2024. Amendments are needed to provide uninterrupted Services for incarcerated persons held within Custody Facilities.	
<b>COST &amp; FUNDING</b>	Total cost: \$ (no cost)	Funding source: Inmate Welfare Fund (IWF)
	TERMS (if applicable): One year.	
	Explanation: Zero-net-cost to County as Agreements are revenue-sharing.	
<b>PURPOSE OF REQUEST</b>	Extension of current Agreements for Inmate Commissary Services with Keefe Commissary Network, LLC., and Vending Machine Services with First Class Vending, Incorporated, for an additional one-year period in any increment.	
<b>BACKGROUND (include internal/external issues that may exist including any related motions)</b>	No issues or concerns	
<b>EQUITY INDEX OR LENS WAS UTILIZED</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:	
<b>SUPPORTS ONE OF THE NINE BOARD PRIORITIES</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please state which one(s) and explain how:	
<b>DEPARTMENTAL CONTACTS</b>	Name, Title, Phone # & Email: <ul style="list-style-type: none"> <li>• Lt. Alan Liu, Project Director, (323) 526-5333, <a href="mailto:ayliu@lasd.org">ayliu@lasd.org</a></li> <li>• Sgt. Danny Walls, Project Manager, (323) 526-5321, <a href="mailto:djwalls@lasd.org">djwalls@lasd.org</a></li> <li>• Alex Madera, Contracts Manager, (213) 229-3259, <a href="mailto:amadera@lasd.org">amadera@lasd.org</a></li> </ul>	

August 6, 2024

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 AMENDMENTS TO AGREEMENTS WITH  
KEEFE COMMISSARY NETWORK, LLC FOR INMATE COMMISSARY  
SERVICES AND FIRST CLASS VENDING, INCORPORATED FOR  
INMATE VENDING MACHINE SERVICES  
(ALL DISTRICTS) (3 VOTES)**

**SUBJECT**

The Los Angeles County (County) Sheriff's Department (Department) is seeking Board approval of Sole Source Amendment Number Sixteen (Amendment Sixteen) to Agreement Number 76191 (Agreement 76191) with Keefe Commissary Network, LLC (Keefe), and Sole Source Amendment Number Twelve (Amendment Twelve) to Agreement Number 77438 (Agreement 77438) with First Class Vending, Incorporated (First Class), to extend the term of each Agreement for an additional one-year period, from August 28, 2024, through August 27, 2025, for continued commissary and vending services (Services) for persons incarcerated in the County jails.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Approve and instruct the Chair of the Board to sign the attached Amendment Sixteen to (1) extend Agreement 76191 with Keefe for an additional one-year period, from August 28, 2024, through August 27, 2025, and approve the revised revenue share with Keefe, and (2) decrease the County's revenue rate by 1.5 percent, from 53 percent to 51.5 percent, for the extension term.

2. Approve and instruct the Chair of the Board to sign the attached Amendment Twelve to extend Agreement 77438 with First Class Vending for an additional one-year period, from August 28, 2024, through August 27, 2025.
3. Delegate authority to the Sheriff, or his designee, to terminate both Agreements for convenience, either in whole or in part, if necessary, with thirty calendar days advance written notice following the Department's successful implementation of the successor contract.

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

Both Agreements expire on August 27, 2024. On April 23, 2024, pursuant to Board Policy 5.100, the Department provided the Board with advance notification of its intent to enter into Amendments to extend the Agreements. Approval of the recommended actions will ensure the uninterrupted delivery of Services to persons incarcerated within County jails while the Department completes the implementation of the successor contract for combined Services.

#### **Background**

The Board approved Agreement 76191 on June 19, 2007, with an effective date of July 29, 2007, and the original expiration date of January 28, 2013. Agreement 77438 was approved by the Board on November 30, 2010, with an effective date of November 30, 2010, and an original expiration date of May 29, 2016.

On January 1, 2010, Amendment Number One was executed to extend Agreement 76191 with Keefe for two additional option years, changing the expiration date to January 28, 2015.

On October 14, 2014, the Board approved Amendment Seven to Agreement 76191 with Keefe to align the expiration date with that of Agreement 77438 with First Class in order to facilitate the development of a combined competitive solicitation.

On May 3, 2016, the Board delegated authority to the Sheriff to execute Amendment Number Eight to Agreement Number 76191, and Amendment Number Four to Agreement 77438, to extend the agreements for an additional two-year period, from May 30, 2016, through May 29, 2018.

On May 15, 2018, the Board delegated authority to the Sheriff to execute Amendment Number Ten to Agreement Number 76191, and Amendment Number Six to Agreement

77438, to extend the agreements for an additional two-year period, from May 30, 2018, through May 29, 2020.

On May 5, 2020, the Board delegated authority to the Sheriff to execute Amendment Number Twelve to Agreement Number 76191, and Amendment Number Eight to Agreement Number 77438, to extend the agreements for an additional two-year period, from May 30, 2020, through May 29, 2022.

On May 18, 2021, the Board adopted Motion 13 titled “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.” The motion required the Department, the Office of the Inspector General, the Internal Services Department, the Chief Executive Officer, and others to submit a report back to the Board prior to issuing a Request for Proposals (RFP) for the affected successor contract(s). The report was delivered back to the Board on August 18, 2021.

On May 26, 2022, the Board delegated authority to the Sheriff to execute Amendment Number Thirteen to Agreement Number 76191, and Amendment Number Nine to Agreement Number 77438, to extend the agreements for an additional nine-month period, from May 30, 2022, through February 27, 2023.

On January 24, 2023, the Board delegated authority to the Sheriff to execute Amendment Number Fourteen to Agreement 76191, and Amendment Number Ten to Agreement Number 77438, to extend the agreements for an additional one-year period, with an additional six-month option term period, from February 28, 2023, through and including August 27, 2024.

On January 11, 2024, the Department released a Request for Proposals for a successor contract. The Department has selected a contractor and is currently negotiating the terms of the contract. The Department anticipates taking the new contract for Board approval in September of 2024.

### **Implementation of Strategic Plan Goals**

The Services provided under the proposed Amendments support the County’s Strategic Plan, North Star 2, Focus Area B: Care First, Jails Last, Strategy II: Systems of Care and Support: Reduce the incarcerated population, depopulate, and close Men’s Central Jail, and expand the system of care and support in LA County to provide improved resources to and better meet the needs of justice-involved individuals. The Amendments will allow the Department to continue providing commissary items to persons incarcerated in County jails.

### **FISCAL IMPACT/FINANCING**

The proposed extensions will be zero-net-cost to the County, as both Agreements are revenue-sharing contracts. Under the proposed extension to Agreement 76191, the County's share of revenue will decrease by 1.5 percent, from 53 percent to 51.5 percent of the gross revenue from commissary sales. Under the proposed extension to Agreement 77438, the County will continue to collect 38.6 percent of the gross revenue from vending sales. All gross revenue is deposited into the Department's Inmate Welfare Fund (IWF), to directly finance various educational, rehabilitative, and recreational programs for incarcerated persons.

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

The Board approved Agreement 76191 with Keefe on June 19, 2007, with an effective date of July 29, 2007, and the Board approved Agreement 77438 with First Class on November 30, 2010, with an effective date of November 30, 2010. Both Agreements currently expire on August 27, 2024. The Amendments will extend the term of the respective Agreements from August 28, 2024, through August 27, 2025.

Keefe and First Class are in compliance with all Board and Chief Executive Office requirements, and all provisions required by the Board are included in the respective Agreements.

The Amendments have been approved as to form by County Counsel.

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

Approval of this action will ensure the most efficient continuation of Services to persons incarcerated in County jails while the County successfully implements the successor contract.

The Honorable Board of Supervisors  
August 6, 2024  
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**CONCLUSION**

Upon Board approval, please return two adopted copies of the Board Letter to the Department's Contracts Unit.

Sincerely,

ROBERT G. LUNA  
SHERIFF

DRAFT


## SOLE SOURCE CHECKLIST

Department Name: Los Angeles County Sheriff

New Sole Source Contract

Existing Sole Source Contract      Date Sole Source Contract Approved: Agreement #77438 11/30/2010

Check (✓)	<b>JUSTIFICATION FOR SOLE SOURCE CONTRACTS</b> Identify applicable justification and provide documentation for each checked item.
<input type="checkbox"/>	➤ Only one bona fide source (monopoly) for the service exists; performance and price competition are not available. A monopoly is an "Exclusive control of the supply of any service in a given market. If more than one source in a given market exists, a monopoly does not exist."
<input checked="" type="checkbox"/>	➤ Compliance with applicable statutory and/or regulatory provisions.
<input checked="" type="checkbox"/>	➤ Compliance with State and/or federal programmatic requirements.
<input type="checkbox"/>	➤ Services provided by other public or County-related entities.
<input type="checkbox"/>	➤ Services are needed to address an emergent or related time-sensitive need.
<input type="checkbox"/>	➤ The service provider(s) is required under the provisions of a grant or regulatory requirement.
<input type="checkbox"/>	➤ Additional services are needed to complete an ongoing task and it would be prohibitively costly in time and money to seek a new service provider.
<input checked="" type="checkbox"/>	➤ Services are needed during the time period required to complete a solicitation for replacement services; provided services are needed for no more than 12 months from the expiration of an existing contract which has no available option periods.
<input type="checkbox"/>	➤ Maintenance and support services are needed for an existing solution/system during the time to complete a solicitation for a new replacement solution/ system; provided the services are needed for no more than 24 months from the expiration of an existing maintenance and support contract which has no available option periods.
<input type="checkbox"/>	➤ Maintenance service agreements exist on equipment which must be serviced by the original equipment manufacturer or an authorized service representative.
<input type="checkbox"/>	➤ It is more cost-effective to obtain services by exercising an option under an existing contract.
<input type="checkbox"/>	➤ It is in the best economic interest of the County (e.g., significant costs to replace an existing system or infrastructure, administrative cost savings and excessive learning curve for a new service provider, etc.) In such cases, departments must demonstrate due diligence in qualifying the cost-savings or cost-avoidance associated with the best economic interest of the County.

 for Rene Phillips

Chief Executive Office

7/16/24

Date



## SOLE SOURCE QUESTIONNAIRE

### **DOCUMENTATION FOR SOLE SOURCE JUSTIFICATION FOR A CONTRACT WITH KEEFE COMMISSARY SERVICES (76191) AND FIRST CLASS VENDING (77438). MUST INCLUDE RESPONSES TO THE FOLLOWING QUESTIONS WHEN APPLICABLE:**

1. What is being requested?

Extension of Agreement Numbers 76191 (Agreement) with Keefe Commissary Services for commissary services, and 77438 with First Class Vending for vending services to allow the Los Angeles County Sheriff's Department (Department) to complete its selection of a vendor for the Request for Proposal issued on January 11, 2024, for a replacement contract for commissary and vending services (Services) for inmates housed in the Department's Custody Facilities. Currently under contract negotiations for successor contract.

2. Why is the product needed? – How will it be used?

The Services are required by the Department to provide inmates with an opportunity to purchase a variety of commissary and vending items. These Services are needed to meet Department policies and maintain compliance with various California Penal Code and Code of Regulations Title 15 mandates.

3. Is this brand of product the only one that meets the user's requirements? If yes, what is unique about the product?

No, the Department is finalizing negotiations with for a successor contract.

4. Have other products/vendors been considered? If yes, which products or vendors have been considered and how did they fail to meet the user's requirements?

An open-competitive solicitation for other vendors was released on January 11, 2024. Proposal was received on May 10, 2024.

5. Will purchase of this product avoid other costs, e.g. data conversion, training, purchase of additional hardware, etc.?

Not applicable.

6. Is the product proprietary or is it available from various dealers? Have you verified this?

The Services are available from other vendors, and a Request for Proposals was issued on January 11, 2024.

7. Reasonableness of Price. Does the County obtain a special or pricing not available to the private sector? How does County pricing compare with other governmental entities?

N/A. These are revenue-generating Agreements.

8. If this purchase is an upgrade of existing equipment, what is the dollar value of existing equipment and the purchase order number for the existing equipment?

N/A

DRAFT

**AMENDMENT NUMBER TWELVE  
TO  
AGREEMENT NUMBER 77438  
FOR VENDING MACHINE SERVICES - INMATES ONLY**

This Amendment Number Twelve to Agreement Number 77438 (Agreement) is entered into by and between the County of Los Angeles (County) and First Class Vending, Inc. (Contractor), effective upon execution by both parties.

- A. WHEREAS, on November 30, 2010, County and Contractor entered into the Agreement to provide Vending Machine Services for inmates for the Los Angeles County Sheriff's Department (Department); and
- B. WHEREAS, the Agreement had an Initial Term, as defined in the Agreement, with two (2) additional one-year option periods and one (1) six-month period, in any increment (each an "Option Term"); and
- C. WHEREAS, on November 8, 2013, County and Contractor entered into Amendment Number One to the Agreement to extend the Term of the Agreement for its first one-year Option Term, add the County-mandated provision regarding the Contractor Alert Reporting Database, and update the County-mandated provision regarding Indemnification and Insurance; and
- D. WHEREAS, on November 25, 2014, County and Contractor entered into Amendment Number Two to the Agreement to extend the Term of the Agreement for its second one-year Option Term, update the County-mandated provision regarding Consideration of Hiring GAIN/GROW Participants, and add the County-mandated provision regarding Time Off for Voting; and
- E. WHEREAS, on August 21, 2015, County and Contractor entered into Amendment Number Three to the Agreement to extend the Term of the Agreement for its final six-month Option Term; and
- F. WHEREAS, on May 3, 2016, County and Contractor entered into Amendment Number Four to the Agreement to extend the Term of the Contract for an additional one (1) year period, from May 30, 2016, through May 29, 2017, with an option to extend for up to an additional period of twelve months, in any increment ("Option Term"); and
- G. WHEREAS, on March 30, 2017, County and Contractor entered into Amendment Number Five to the Agreement to extend the Term of the Agreement for its final twelve-month Option Term, from May 30, 2017, through May 29, 2018, and add the County-mandated provision regarding County's Zero Tolerance Policy on Human Trafficking; and

**AMENDMENT NUMBER TWELVE  
TO  
AGREEMENT NUMBER 77438  
FOR VENDING MACHINE SERVICES - INMATES ONLY**

- H. WHEREAS, on May 15, 2018, County and Contractor entered into Amendment Number Six to the Agreement to (1) extend the Term of the Agreement for an additional one (1) year period, from May 30, 2018, through May 29, 2019, with an option to extend for up to an additional period of twelve months, in any increment, and (2) update the County-mandated provisions regarding Consideration of Hiring GAIN/GROW Participants, Assignment and Delegation/Mergers or Acquisitions, County's Quality Assurance Plan, and Safely Surrendered Baby Law; and
- I. WHEREAS, on May 9, 2019, County and Contractor entered into Amendment Number Seven to the Agreement to (1) exercise the final twelve-month Option Term and extend the Term of the Agreement from May 30, 2019, through and including May 29, 2020, and (2) update the County-mandated provisions regarding Compliance with Fair Chance Employment Hiring Practices and Compliance with the County Policy of Equity; and
- J. WHEREAS, on May 21, 2020, County and Contractor entered into Amendment Number Eight to the Agreement to (1) extend the Term of the Agreement for an additional two (2) year period, from May 30, 2020, through May 29, 2022, 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.
- K. WHEREAS, on May 26, 2022, County and Contractor entered into Amendment Nine to (1) extend the Term of the Agreement for a nine (9) month period from May 30, 2022, through and including February 27, 2023, and (2) update the County-mandated provisions regarding Assignment and Delegation/Mergers or Acquisitions, Counterparts and Electronic Signatures and Representations, and Consideration of Hiring County Employees Targeted for Layoffs or are on a County Re-Employment List; and (3) add the County-mandated provision regarding COVID-19 Vaccinations of County Contractor Personnel; and
- L. WHEREAS, on February 14, 2023, County and Contractor entered into Amendment Ten to (1) extend the Term of the Agreement for an additional one-year period from February 28, 2023, through and including February 27, 2024, with an option to extend for up to an additional period of six months, (2) update the County-mandated provisions regarding the Safely Surrender Baby Law, and Compliance with Fair Chance Employment Hiring Practices, and (3) update Exhibit I (Safely Surrender Baby Law) to the Agreement; and

**AMENDMENT NUMBER TWELVE  
TO  
AGREEMENT NUMBER 77438  
FOR VENDING MACHINE SERVICES - INMATES ONLY**

- M. WHEREAS, on January 30, 2024, County and Contractor entered into Amendment Eleven to (1) extend the Term of the Agreement for the six-month Option Term from February 28, 2024, through and including August 27, 2024, (2) update the County-mandated provision regarding Termination for Improper Consideration, (3) update the County-mandated provision regarding Public Records Act, and (4) add the new County-mandated provision regarding Edible Food Donation; and
- N. WHEREAS, the Agreement currently expires on August 27, 2024; and
- O. WHEREAS, County and Contractor agree to (1) extend the Term of the Agreement for an additional one year period, from August 28, 2024, through and including August 27, 2025, and (2) add the County-mandated provisions regarding Campaign Contribution Prohibition Following Final Decision in Contract Proceeding and Reduce Single-Use Plastics.

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

1. Paragraph 7 (Term) of the Agreement is deleted in its entirety and replaced as follows to extend the Term of the Agreement for an additional one year period, from August 28, 2024 through and including August 27, 2025:

**7. TERM**

- 7.1 The Term of this Agreement shall commence November 30, 2010, and shall terminate on August 27, 2025, unless terminated earlier in whole or in part, as provided in this Agreement.
- 7.2 The Sheriff, or his designee, may terminate the Agreement earlier, in whole or in part, with 30 calendar days advance written notice to Contractor of such termination.
- 7.4 The 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 Agreement term extension option.

**AMENDMENT NUMBER TWELVE  
TO  
AGREEMENT NUMBER 77438  
FOR VENDING MACHINE SERVICES - INMATES ONLY**

2. Paragraph 70 (Campaign Contribution Prohibition Following Final Decision in Contract Proceeding) is added to Exhibit A (Additional Terms and Conditions) to the Agreement as follows to add the County-mandated provisions regarding Campaign Contribution Prohibition Following Final Decision in Contract Proceeding:

**70.0 CAMPAIGN CONTRIBUTION PROHIBITION FOLLOWING FINAL DECISION IN CONTRACT PROCEEDING**

Pursuant to Government Code Section 84308, Contractor and its Subcontractors, are prohibited from making a contribution of more than \$250 to a County officer for 12 months after the date of the final decision in the proceeding involving this Agreement. Failure to comply with the provisions of Government Code Section 84308 and of this Paragraph, may be a material breach of this Agreement as determined in the sole discretion of the County.

3. Paragraph 71 (Reduce Single-Use Plastics) is added to Exhibit A (Additional Terms and Conditions) to the Agreement as follows to add the County-mandated provisions regarding Reduce Single-Use Plastics:

**71.0 REDUCE SINGLE-USE PLASTICS**

71.1 Reduce Single-Use Plastics

Contractor acknowledges that the County places a high priority on the implementation of Board Policy 3.185, Reduce Single-Use Plastics, and must eliminate the use of single-use plastic in County facilities as required by Board Policy 3.185.

71.2 Procurement Data Reporting

Contractor must keep a monthly record of purchases of single-use products including: product type, brand name, quantity purchased, and unit cost. Data must be provided to County Project Manager along with other regular reports and be available upon request.

**AMENDMENT NUMBER TWELVE  
TO  
AGREEMENT NUMBER 77438  
FOR VENDING MACHINE SERVICES - INMATES ONLY**

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

DRAFT

**AMENDMENT NUMBER TWELVE  
TO  
AGREEMENT NUMBER 77438  
FOR VENDING MACHINE SERVICES - INMATES ONLY**

**IN WITNESS WHEREOF**, the County of Los Angeles, by order of its Board of Supervisors has caused this Amendment Number Twelve to be executed on its behalf by the Sheriff of the County of Los Angeles, and Contractor has executed this Amendment Number Twelve, or caused it to be duly executed by its duly authorized officer.

COUNTY OF LOS ANGELES

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

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

FIRST CLASS VENDING, INC.

By:  \_\_\_\_\_

Name: Matthew Marsh

Title: President

Date: 06-03-2024

APPROVED AS TO FORM:

DAWYN R. HARRISON  
County Counsel

By: APPROVAL ON FILE  
Michele Jackson  
Principal Deputy County Counsel



**AMENDMENT NUMBER SIXTEEN TO AGREEMENT NO. 76191  
BY AND BETWEEN  
COUNTY OF LOS ANGELES  
AND  
KEEFE COMMISSARY NETWORK, LLC  
FOR INMATE COMMISSARY SERVICES**

This Amendment Number Sixteen (Amendment) to Agreement Number 76191 (Agreement) is entered into by and between the County of Los Angeles (County) and Keefe Commissary Network, LLC (Contractor), effective upon execution by both parties.

- A. WHEREAS, on June 19, 2007, County and Contractor entered into the Agreement to provide inmate commissary services; and
- B. WHEREAS, on October 20, 2009, the County Board of Supervisors delegated authority to the Sheriff to execute an amendment to the Agreement to add two (2) additional option years and increase the revenue rate by one and a half percent (1.5%); and
- C. WHEREAS, on February 12, 2010, County and Contractor entered into Amendment Number One to the Agreement to revise the Term of the Agreement to an Initial Term of three (3) years with four (4) additional one-year periods and six (6) month-to-month periods in any increment (each an "Option Term"); and
- D. WHEREAS, on July 13, 2010, County and Contractor entered into Amendment Number Two to the Agreement to extend the Term of the Agreement for the first one-year Option Term from July 29, 2010, through and including July 28, 2011; and
- E. WHEREAS, on July 28, 2011, County and Contractor entered into Amendment Number Three to the Agreement to extend the Term of the Agreement for the second one-year Option Term from July 29, 2011, through and including July 28, 2012; and
- F. WHEREAS, on July 23, 2012, County and Contractor entered into Amendment Number Four to the Agreement to extend the Term of the Agreement for the third one-year Option Term from July 29, 2012, through and including July 28, 2013; and
- G. WHEREAS, on June 4, 2013, County and Contractor entered into Amendment Number Five to the Agreement to extend the Term of the Agreement for the fourth one-year Option Term from July 29, 2013, through and including July 28, 2014; and
- H. WHEREAS, on April 22, 2014, County and Contractor entered into Amendment Number Six to the Agreement to extend the Term of the Agreement for the six month Option Term from July 29, 2014, through and including January 28, 2015; and
- I. WHEREAS, on October 14, 2014, County and Contractor entered into Amendment Number Seven to (1) extend the Term of the Agreement from January 29, 2015, through and including May 29, 2016; (2) add new County-mandated provisions

**AMENDMENT NUMBER SIXTEEN TO AGREEMENT NO. 76191  
BY AND BETWEEN  
COUNTY OF LOS ANGELES  
AND  
KEEFE COMMISSARY NETWORK, LLC  
FOR INMATE COMMISSARY SERVICES**

regarding the Contractor Alert Reporting Database and Time Off for Voting; and (3) update the County-mandated provision regarding Consideration of Hiring Gain/Grow Participants for Employment; and

- J. WHEREAS, on May 3, 2016, County and Contractor entered into Amendment Number Eight to extend the Term of the Agreement for an additional one (1) year period, from May 30, 2016, through May 29, 2017, with an option to extend for up to an additional period of twelve months, in any increment (an "Option Term"); and
- K. WHEREAS, on May 23, 2017, County and Contractor entered into Amendment Number Nine to (1) extend the Term of the Agreement for the twelve month Option Term from May 30, 2017, through and including May 29, 2018; and (2) update County-mandated provisions regarding Quality Assurance Plan and Safely Surrendered Baby Law; and (3) add the new County-mandated provision regarding County's Zero Tolerance Policy on Human Trafficking; and
- L. WHEREAS, on May 15, 2018, County and Contractor entered into Amendment Number Ten to (1) extend the Term of the Agreement for an additional one-year period, from May 30, 2018, through and including May 29, 2019, with an option to extend for up to an additional period of twelve months, in any increment; and (2) update County-mandated provision regarding Consideration of Hiring GAIN-GROW Participants; and
- M. WHEREAS, on May 9, 2019, County and Contractor entered into Amendment Number Eleven to (1) extend the Term of the Agreement for the twelve month Option Term from May 30, 2019, through and including May 29, 2020, and (2) update the County-mandated provisions regarding Compliance with Fair Chance Employment Hiring Practices and Compliance with the County Policy of Equity; and
- N. WHEREAS, on May 21, 2020, County and Contractor entered into Amendment Number Twelve to (1) extend the Term of the Agreement for a two (2) year period from May 30, 2020, through and including May 29, 2022, and (2) update the County-mandated provisions regarding Compliance with Prison Rape Elimination Act (PREA) of 2003, Zero Tolerance for Sexual Abuse and Sexual Harassment; and
- O. WHEREAS, on May 26, 2022, County and Contractor entered into Amendment Number Thirteen to (1) extend the Term of the Agreement for a nine (9) month period from May 30, 2022, through and including February 27, 2023, and (2) update the County-mandated provisions regarding Assignment and Delegation/Mergers or Acquisitions, Counterparts and Electronic Signatures and Representations, and

**AMENDMENT NUMBER SIXTEEN TO AGREEMENT NO. 76191  
BY AND BETWEEN  
COUNTY OF LOS ANGELES  
AND  
KEEFE COMMISSARY NETWORK, LLC  
FOR INMATE COMMISSARY SERVICES**

Consideration of Hiring County Employees Targeted for Layoffs or are on a County Re-Employment List; and (3) add the new County-mandated provision regarding COVID-19 Vaccinations of County Contractor Personnel; and

- P. WHEREAS, on February 14, 2023, County and Contractor entered into Amendment Number Fourteen to (1) extend the Term of the Agreement for an additional one year period, from February 28, 2023, through and including February 27, 2024, with an option to extend for up to an additional period of six months, (2) update the County-mandated provisions regarding the Safely Surrendered Baby Law, and Compliance with Fair Chance Employment Hiring Practices, and (3) update Exhibit J (Safely Surrendered Baby Law) to the Agreement; and
- Q. WHEREAS, on January 30, 2024, County and Contractor entered into Amendment Number Fifteen to (1) extend the Term of the Agreement for the six-month Option Term from February 28, 2024, through and including August 27, 2024, (2) update the County-mandated provision regarding Termination of Improper Consideration, (3) update the County-mandated provision regarding Public Records Act, and (4) add the new County-mandated provision regarding Edible Food Donation; and
- R. WHEREAS, the Agreement currently expires on August 27, 2024; and
- S. WHEREAS, County and Contractor agree to (1) extend the Term of the Agreement for an additional one year period, from August 28, 2024, through and including August 27, 2025, (2) decrease the County's revenue rate by 1.5%, from fifty-three percent (53%) to fifty-one and a half percent (51.5%), and (3) add the County-mandated provisions regarding Campaign Contribution Prohibition Following Final Decision in Contract Proceeding and Reduce Single-Use Plastics.

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

1. Paragraph 7 (Term) of the Agreement is deleted in its entirety and replaced as follows to extend the Term of the Agreement for an additional one year period, from August 28, 2024, through August 27, 2025:

**7. TERM OF AGREEMENT**

- 7.1 The Term of this Agreement shall be from July 29, 2007 through and including August 27, 2025, unless sooner terminated, either in whole or

**AMENDMENT NUMBER SIXTEEN TO AGREEMENT NO. 76191  
BY AND BETWEEN  
COUNTY OF LOS ANGELES  
AND  
KEEFE COMMISSARY NETWORK, LLC  
FOR INMATE COMMISSARY SERVICES**

in part, as provided herein.

7.2 The Sheriff, or his designee, may terminate the Agreement earlier, in whole or in part, with 30 calendar days advance written notice to Contractor of such termination.

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.

2. Paragraph 9 (County's Percentage of Revenue) Subsection 9.1, of the Agreement is deleted in it's entirety and replaced as follows:

9.1 County will retain a sum equal to fifty-one and a half percent (51.5%) of the Gross Sales from the Inmate Commissary Services and deposit the funds into the Inmate Welfare Fund. County will issue payment equals to forty-eight and a half percent (48.5%) of the Gross Sales to the Contractor as described in Attachment 16 (Price Schedule) of Exhibit B-1 (Statement of Work Attachments).

3. Paragraph 64 (Campaign Contribution Prohibition Following Final Decision in Contract Proceeding) is added to Exhibit A (Additional Terms and Conditions) to the Agreement as follows to add the County-mandated provisions regarding Campaign Contribution Prohibition following Final decision in Contract Proceeding:

**64.0 CAMPAIGN CONTRIBUTION PROHIBITION FOLLOWING FINAL DECISION IN CONTRACT PROCEEDING**

Pursuant to [Government Code Section 84308](#), Contractor and its Subcontractors, are prohibited from making a contribution of more than \$250 to a County officer for 12 months after the date of the final decision in the proceeding involving this Agreement. Failure to comply with the provisions of [Government Code Section 84308](#) and of this Paragraph, may be a material breach of this Agreement as determined in the sole discretion of the County.

4. Paragraph 65 (Reduce Single-Use Plastics) is added to Exhibit A (Additional Terms and Conditions) to the Agreement as follows to add the County-mandated provisions regarding Reduce Single-Use Plastics:

**AMENDMENT NUMBER SIXTEEN TO AGREEMENT NO. 76191  
BY AND BETWEEN  
COUNTY OF LOS ANGELES  
AND  
KEEFE COMMISSARY NETWORK, LLC  
FOR INMATE COMMISSARY SERVICES**

**65.0 REDUCE SINGLE-USE PLASTICS**

65.1 Reduce Single-Use Plastics

Contractor acknowledges that the County places a high priority on the implementation of [Board Policy 3.185, Reduce Single-Use Plastics](#), and must eliminate the use of single-use plastic in County facilities as required by Board Policy 3.185.

65.2 Procurement Data Reporting

Contractor must keep a monthly record of purchases of single-use products including: product type, brand name, quantity purchased, and unit cost. Data must be provided to County Project Manager along with other regular reports and be available upon request.

5. Exhibit B-1, Attachment 16, Pricing Schedule, is deleted in its entirety and replaced with the attached revised Exhibit B-1, Attachment 16, Pricing Schedule.
6. Except as expressly provided in this Amendment Number Sixteen, all terms, covenants, and conditions of the Agreement will remain the same in full force and effect.
7. 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 SIXTEEN TO AGREEMENT NO. 76191  
BY AND BETWEEN  
COUNTY OF LOS ANGELES  
AND  
KEEFE COMMISSARY NETWORK, LLC  
FOR INMATE COMMISSARY SERVICES**

**IN WITNESS WHEREOF**, the County of Los Angeles, by order of its Board of Supervisors has caused this Amendment to be executed on its behalf by the Sheriff of the County of Los Angeles, and Contractor has caused this Amendment to be duly executed on its behalf by its authorized officer.

COUNTY OF LOS ANGELES

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

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

KEEFE COMMISSARY NETWORK, LLC

By:  \_\_\_\_\_

Name: John Puricelli

Title: Executive Vice President

Date: 06/11/2024

APPROVED AS TO FORM:  
DAWYN R. HARRISON  
County Counsel

By: APPROVAL ON FILE  
Michele Jackson  
Principal Deputy County Counsel

**ATTACHMENT 16**

**PRICING SCHEDULE**

**AMENDED AND RESTATED UNDER AMENDMENT SIXTEEN**

Effective August 28, 2024, as agreed to by the parties in Amendment Number Sixteen:

1. County shall retain a sum equal to fifty-one and a half percent (51.5%) of Gross Sales from the Inmate Commissary Services and deposit into the Inmate Welfare Fund.
2. The County's fifty-one and a half percent (51.5%) is defined as: Gross Sales less the non-commissioned sales, sales tax, and credits.

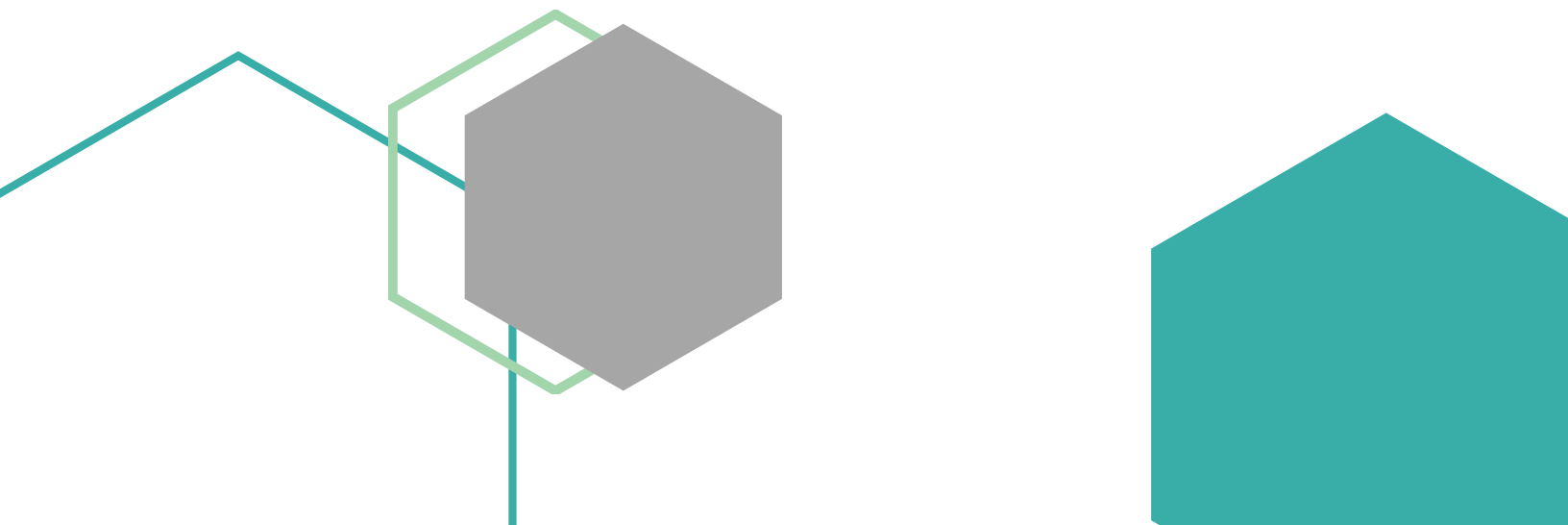
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# Probation Oversight Commission Report to Public Safety Cluster

**Presented By:**  
**Wendelyn Julien, Executive Director**  
**July 10, 2024**

The mission of the Probation Oversight Commission (POC) is to re-imagine probation services in the County of Los Angeles to achieve accountability, transparency, and healing of the people served by and working for the Probation Department. The POC creates pathways for community engagement to foster trust between the community and the Probation Department. The POC ensures adherence to the highest ethics and the proper stewardship of public funds to support Probation in achieving the best outcomes for youth and adults on Probation.





### **POC Updates:**

- The [POC's public-facing data dashboard](#) has launched, sharing data on youth in the juvenile detention facilities and OC spray use.
- The POC approved the final [Dorothy Kirby Center Inspection Report](#). Campus Kilpatrick and Los Padrinos inspections are complete and reports are being drafted.
- The POC is soliciting community feedback on the Draft Ordinance Change (attached here) and [process](#) allowing the POC to receive, refer, and track complaints about LA County Sheriff School Resource Deputies.

### **Recent POC Meetings:**

#### **May 9, 2024**

- Overview on the Probation Department's Adult Field Supervision Operations including its Coordinated Optimal Rehabilitative Efforts (CORE), adults served, and the caseloads for the adult populations.
- Report from the Probation Department on deployments to the juvenile halls and the impact on caseloads on the field.
- [POC's public-facing data dashboard](#) launch.

#### **May 22, 2024**

- Virtual Town Hall Meeting on Reforming the Intake and Detention Process including [related court findings](#).

#### **June 13, 2024**

- Update on progress with maintaining compliance with BSCC Title 15 and Title 24 standards at BJN SYTF and LPJH.
- Presentation of the Dorothy Kirby Center (DKC) inspection findings.
- [Report on Concurrence](#) between Probation Detention Recommendations and Court Decision.
- Presentation about Probation's Community Courts program

#### **June 27, 2024**

- Special meeting with the Sheriff Civilian Oversight Commission (COC) on School Resource Deputies and the Los Angeles County Sheriff's Department's

### **Upcoming Meetings:**

#### **July 11, 2024**

- Report from Chief Viera Rosa on the Global Plan and Probation updates
- Report on Probation's compliance with the Prison Rape Elimination Act (PREA).
- Ad hoc committee updates on Probation's relationships with community-based organizations (CBOs) and the policy for filing new charges against youth in custody.
- Presentation on Substance Use Programming findings



## JUNE 13, 2024 POC MEETING ATTENDANCE REPORT

### ATTENDANCE

YouTube Live: 381

WebEx: 92

In Person: 52

**Total Attendance: 525**

### NOTABLE ATTENDEES

**Los Angeles Times**

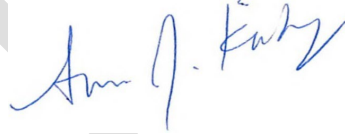


# **ORDINANCE**

## ANALYSIS

This ordinance amends Title 3 – Advisory Commissions and Committees of the Los Angeles County Code, relating to the Probation Oversight Commission ("Commission") by amending Chapter 3.80 to authorize the Commission to receive and refer to Los Angeles County Sheriff's Department ("LASD") complaints related to school law enforcement services provided by the LASD, including services provided by School Resource Deputies, and report on concerns and trends related to the complaints.

DAWYN R. HARRISON  
County Counsel



By  
AMARA KIRBY  
Deputy County Counsel  
Board Liaison Division

AK:jm

Requested: 3/5/2024  
Revised: 6/26/2024

**ORDINANCE NO. \_\_\_\_\_**

An ordinance amending Title 3 – Advisory Commissions and Committees of the Los Angeles County Code, relating to the Probation Oversight Commission ("Commission") to authorize the Commission to receive and refer to the Los Angeles County Sheriff's Department ("LASD"), complaints related to school law enforcement services provided by LASD, including services provided by School Resource Deputies, and report on concerns and trends related to those complaints.

The Board of Supervisors of the County of Los Angeles ordains as follows:

**SECTION 1.** Section 3.80.020 is hereby amended to read as follows:

**3.80.020 Purpose.**

The purpose of the Commission is to advise the Board of Supervisors and the Chief Probation Officer and oversee and monitor the Probation Department ("Probation Department" or "Department") to address matters that affect the well-being of youth and adults under the Department's supervision and Department staff. The purpose of the Commission is to also advise the Board of Supervisors and the Sheriff relating to law enforcement services provided for a school within Los Angeles County ("County"). The Commission will evaluate and support key reform efforts, promote transparency and accountability, and maintain public trust in the Department by advising on policies and operations, conducting inspections and investigations, and establishing meaningful opportunities for community engagement. Commission staff may also act as the liaison between the Los Angeles County Sheriff's Department ("LASD") and the community for the purpose of receiving and referring complaints relating to law enforcement services provided by LASD, including, but not limited to, services provided by School Resource

Deputies ("SRDs") and any other LASD personnel performing law enforcement functions for a school within the County. When acting as the liaison between LASD and the community, the Commission shall not obstruct the investigative function of the Sheriff.

**SECTION 2.** Section 3.80.030 is hereby amended to read as follows:

**3.80.030 Definitions.**

As used in this section, the following definitions apply:

- A. Audit: A formal process following professional guidelines to answer specific questions regarding specific operations.
- B. Complaint: Any statement of concern about the Probation Department, an employee of the Probation Department, any law enforcement service for a school provided by LASD, including, but not limited to, services by SRDs and any other LASD personnel performing law enforcement functions for a school within the County, or any other entity or service provider regarding the subject matter of this ordinance by members of the public, probationers (including those received from juvenile halls or camps currently referred to as 'grievances'), probationers' families, and Department and LASD staff. As used in this section, a complaint does not include or satisfy the requirements of a California Tort Claims Act (Gov. Code, sections 810-996.6) complaint, complaints filed with the Los Angeles County Equity Oversight Panel, formal labor complaints or grievances filed on behalf of or by represented employees, or any other ~~matter~~ complaint that is governed by ~~employment and labor laws.~~
- C. Grievance: As used herein, Grievance shall have the same meaning as Complaint.

D. Investigation: A gathering of information conducted on behalf of the Commission through the Office of Inspector General ("OIG") and targeted at producing actionable information regarding the Probation Department or LASD, an employee of the Probation Department or LASD, or any other entity or service provider regarding the subject matter of this ordinance. Investigations shall be conducted in compliance with County Code Section 6.44.190.

E. Monitoring: A gathering of information regarding facilities and operations, including by direct observation, discussions with staff and the public, and review of records, in order to identify problem areas or to ensure compliance with existing laws, policies, and other obligations.

F. Probationer: A youth or adult who is subject to Probation Department supervision including, but not limited to, those who are held in custody pending trial or adjudication, are under informal supervision by agreement or otherwise, are on post-release community supervision, or are on formal supervision with conditions imposed by a criminal or juvenile court.

**SECTION 3.** Section 3.80.040 is hereby amended to read as follows:

**3.80.040 Authority.**

Pursuant to Welfare and Institutions Code section 240, and in compliance with all laws and confidentiality protections, the Commission shall serve in an advisory capacity to the Board of Supervisors and the Chief Probation Officer. In addition, the Commission shall serve in an advisory capacity to the Board of Supervisors and the Sheriff relating to law enforcement services provided for a school within the County. The Commission shall support the Board of Supervisors, ~~and~~ the Chief Probation

Officer, and the Sheriff, but will not direct the activities of County employees or impose discipline. A majority vote of the Commission is required to take any action under this ordinance. The Commission shall support has the authority, on its own or at the request of the Board of Supervisors, and the Chief Probation Officer but will not direct the activities of County employees or impose discipline. A majority vote of the Commission is required to take any action under this ordinance. The Commission shall have the authority, on its own at the request of the Board of Supervisors or the Chief Probation Officer, or the Sheriff, with respect to school law enforcement services only, to:

A. Advise.

1.      Advise the Board of Supervisors and the Chief Probation Officer regarding the Probation Department's operations, policies, and the expenditure of funds allocated to the Department; the Department's progress in implementing Board of Supervisors priorities; and other issues deemed material by a majority of the Commission. This includes the authority to review and analyze all necessary information, as permitted by law, solicit appropriate input, and make recommendations to the Board of Supervisors and the Chief Probation Officer on the Probation Department's operational policies, procedures, and practices that affect adult and juvenile probationers and, when appropriate, request a response from the Probation Department on such matters.

2.      Advise the Board of Supervisors and the Sheriff regarding law enforcement services provided for schools within the County.



B. Inspect. As permitted by law, and subject to contractual limitations, conduct unannounced inspections of any facility, and its non-confidential records, where any juvenile probationer can be held or where probationers receive services.

1. Facilities subject to inspection include the following:

(a) Juvenile halls, camps, and juvenile courthouse lockups;

(b) Community placements;

(c) Any County field office or Reporting Center where probationers are required to report and/or receive services;

(d) Any third-party service provider contracted by the County where probationers receive services, and/or are housed for any period of time; and

(e) Any third-party service provider where a Los Angeles County Superior or juvenile court has ordered a probationer to be housed to receive services as a condition of probation.

2. Detention facilities, including jails, operated by or within the jurisdiction of the County, that house adult probationers shall be referred to the Sheriff's Civilian Oversight Commission.

C. Address Complaints. Staff of the Commission may develop procedures and guidelines~~Subject to review and approval by the Board of Supervisors, propose for~~ an independent process for receiving and ~~addressing~~ referring complaints- to the Probation Department, LASD, and school districts, as appropriate:

1. Complaints concerning Probation employees and any matters affecting the well-being of youth and adults under the Department's supervision; and

2. Complaints relating to school law enforcement services provided by LASD, including, but not limited to, services provided by SRDs and any other LASD personnel performing any law enforcement functions for a school or school district that contracts with LASD for law enforcement services.

D. Investigate. Conduct investigations through the OIG, analyze, solicit input, and make recommendations to the Board of Supervisors and the Chief Probation Officer on Probation-related issues or complaints and to the Sheriff on LASD-related issues or complaints. The Commission will direct and, consistent with County Code Section 6.44.190, evaluate any OIG investigation initiated by the Commission.

E. Access Information. Access Probation Department information, documents and testimony necessary to the Commission's oversight function as set forth in this ordinance. The Commission, in compliance with all laws and confidentiality protections, may compel production of such information by directing the OIG to issue a subpoena on the Commission's behalf when deemed necessary by a majority of the Commission. The requirements and procedures for access to, and review and redaction of, confidential information received by the OIG are set forth in subsection J of County Code Section 6.44.190.

F. Engage with the Community. Establish a community engagement process in compliance with all laws and confidentiality protections.

**SECTION 4.** Section 3.80.050 is hereby amended to read as follows:

**3.80.050 Reports.**

In its advisory capacity to the Board of Supervisors, ~~and the Chief Probation Officer, and the Sheriff,~~ and in compliance with all laws and confidentiality protections, the Commission shall prepare the following reports:

A. Inspection Reports. The Commission will prepare reports on its inspection findings. The Commission shall make such reports public after providing the Probation Department an opportunity to review and comment on such reports.

B. Reform Efforts Reports. The Commission will prepare periodic reports regarding the status of Probation Department reform efforts. The Commission shall make such reports public after providing the Probation Department an opportunity to review and comment on such reports.

C. Annual Report. The Commission shall prepare and submit to the Board of Supervisors and make available to the public an annual report of the previous fiscal year. The annual report will be prepared and submitted no later than August 1 of each year. The annual report shall contain background information about the Commission, identify the Commission members and senior staff members, detail the activities of the Commission during the previous year and provide contact information. The annual report will also detail Probation Department policies, procedures or practices, if any, that were eliminated, modified or created due to the Commission's work. Budget requests for each fiscal year must be made within the normal budget cycle followed by all County departments.

D. Complaint and Grievance Reports. The Commission shall prepare periodic reports regarding concerns and trends related to complaints received and referred under this ordinance. The Commission shall make such reports public after providing the Probation Department, or LASD in the case of reports relating to LASD school law enforcement services, an opportunity to review and comment on such reports, as applicable.

[380020AKCC]

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## BOARD LETTER/MEMO CLUSTER FACT SHEET

 Board Letter

 Board Memo

 Other

<b>CLUSTER AGENDA REVIEW DATE</b>	7/24/2024	
<b>BOARD MEETING DATE</b>	8/6/2024	
<b>SUPERVISORIAL DISTRICT AFFECTED</b>	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 <sup>st</sup> <input type="checkbox"/> 2 <sup>nd</sup> <input type="checkbox"/> 3 <sup>rd</sup> <input type="checkbox"/> 4 <sup>th</sup> <input type="checkbox"/> 5 <sup>th</sup>	
<b>DEPARTMENT(S)</b>	Sheriff's Department	
<b>SUBJECT</b>	Approve a contract with Sentinel Offender Services, LLC. (Sentinel)	
<b>PROGRAM</b>	Los Angeles County Offender Monitoring Services (LACOMS)	
<b>AUTHORIZES DELEGATED AUTHORITY TO DEPT</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
<b>SOLE SOURCE CONTRACT</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
	If Yes, please explain why:	
<b>SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No – Not Applicable	
<b>DEADLINES/ TIME CONSTRAINTS</b>	The current agreement expires September 9, 2024	
<b>COST &amp; FUNDING</b>	Total cost: \$200,000 annual	Funding source: AB109 Fund
	TERMS (if applicable): Three years base, plus four one-year option periods.	
	Explanation:	
<b>PURPOSE OF REQUEST</b>	Approval of a contract with Sentinel for electronic monitoring services for a period of three years, plus four one-year option periods.	
<b>BACKGROUND (include internal/external issues that may exist including any related motions)</b>	LACOMS is essential for the Department's Population Management Bureau to fulfill its public safety mission. LACOMS will allow the Department to continue to place Department-designated offenders on an electronic monitoring program, on an as-needed basis.	
<b>EQUITY INDEX OR LENS WAS UTILIZED</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:	
<b>SUPPORTS ONE OF THE NINE BOARD PRIORITIES</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please state which one(s) and explain how:	
<b>DEPARTMENTAL CONTACTS</b>	Name, Title, Phone # & Email: <ul style="list-style-type: none"> <li>• Alex Madera, Contracts Manager, (213) 229-3276, <a href="mailto:amadera@lasd.org">amadera@lasd.org</a></li> <li>• Paxton Reinecker, Lieutenant, (213) 893-5885, <a href="mailto:pareinec@lasd.org">pareinec@lasd.org</a></li> </ul>	

August 6, 2024

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 CONTRACT WITH SENTINEL OFFENDER SERVICES, LLC  
TO PROVIDE LOS ANGELES COUNTY OFFENDER MONITORING SERVICES  
(ALL DISTRICTS) (3 VOTES)**

**CIO RECOMMENDATION: APPROVE (X) APPROVE WITH MODIFICATION ( )  
DISAPPROVE ( )**

**SUBJECT**

The Los Angeles County (County) Sheriff's Department (Department) is seeking Board approval and execution of a contract (Contract) with Sentinel Offender Services, LLC. (Sentinel) to provide electronic offender monitoring services (Services), known as the Los Angeles County Offender Monitoring Services (LACOMS), for the Department's Population Management Bureau, on an as-needed basis.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Approve and instruct the Chair of the Board to sign the attached Contract with Sentinel, effective August 6, 2024, through and including August 5, 2027, with an option to extend for four additional one-year periods, at the sole discretion of the County.
2. Delegate authority to the Sheriff, or his authorized designee, to execute Amendments and Change Notices to the Contract, as set forth throughout the Contract in order to: (1) effectuate modifications, which do not materially affect the

term of the Contract, (2) exercise option periods if it is in the best interest of the County, (3) add new or revised standard County contract provisions adopted by the Board, as periodically required, (4) effectuate the assignment and delegation/mergers or acquisitions provision, and (5) terminate the Contract, either in whole or in part, by the provision of a 30-day written notice.

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

Approval of the recommended actions will allow the Department to continue to place Department-designated offenders on an electronic monitoring program, on an as-needed basis. The LACOMS operates under a service bureau delivery model thereby eliminating the need for a County owned information technology infrastructure requiring maintenance and support services. Instead, Department users access LACOMS via a dedicated internet connection.

The Services are essential to the Department's public safety mission. The target populations for participation for the LACOMS program includes but is not limited to: (1) Offender Monitoring Program – a population consisting of offenders who will be offered the opportunity to serve a portion of their sentence outside of jail confinement using a tracking device, and (2) Inmate Worker Program – a population consisting of inmates remaining in custody but who are allowed to participate in various work programs using a tracking device. Enrollment will occur throughout the various County jail facilities.

Throughout the last several years, the number of inmates released with electronic monitoring has decreased. In 2022 and 2023, only 310 and 289, respectively, agreed to be released from custody with a tracking device. The decrease is believed to be due to the decline in the percentage of sentence time inmates are required to serve in the County jail system. The Department anticipates a similar number of enrollments for 2024.

### **Implementation of Strategic Plan Goals**

The requested actions support the County Strategic Plan's North Star 2: Foster vibrant and resilient communities; Focus Area B: Care First, Jails Last: Focus Area Goal Definition and Strategies by providing rehabilitative services to those involved with the County's justice system to reduce the risk of recidivism and support successful re-entry into our communities.

### **FISCAL IMPACT/FINANCING**

The estimated annual cost of the proposed contract is \$200,000. The Department intends to utilize its available Assembly Bill (AB) 109 allocation to fund the proposed Contract. While this is an eligible AB109 expense that will be included in the Department's AB109 quarterly claims, should there be insufficient AB109 funds to cover the cumulative extent of claimed expenses, including the costs associated with the Contract, the Department will work with the Chief Executive Office (CEO) to identify additional funds to fully offset the extent of claimed costs. The Department will also be submitting a formal budget request as part of the Fiscal Year 2024-2025 Supplemental Budget that seeks the allocation of any surplus AB109 revenue, countywide, at year end to cover any excess costs.

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

Electronic monitoring services are currently provided by Sentinel, through Contract Number 78034, which the Board approved on September 10, 2013. The Department intends to terminate Contract Number 78034 effective July 31, 2024.

Sentinel has affirmed it is in compliance with all Board and County CEO requirements, including Jury Service Program, Safely Surrendered Baby Law, Defaulted Property Tax Reduction Program and Campaign Contribution Prohibition Following Final Decision in Contract Proceeding.

In compliance with Board Policy 6.020, "Chief Information Office Board Letter Approval," the Office of the Chief Information Officer (OCIO) reviewed the original Board letter and determined this recommended action does not include technology-related matters that would necessitate a formal written CIO analysis.

The Contract has been approved as to form by County Counsel.

### **CONTRACTING PROCESS**

On June 7, 2023, the Department posted a Request for Proposals (RFP) for a replacement contract, with a closing date of August 22, 2023.

The Department received four responses to the RFP.

Sentinel was determined to be the highest scoring qualified proposer. Therefore, the Department is recommending Board approval of the proposed Contract.



The Honorable Board of Supervisors  
August 6, 2024  
Page 4

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

Approval of this action will ensure continued Services for the Department's electronic offender monitoring program.

**CONCLUSION**

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

Sincerely,

Reviewed by:

ROBERT G. LUNA  
SHERIFF

PETER LOO  
ACTING CHIEF INFORMATION OFFICER

DRAFT

**CONTRACT**



**CONTRACT BY AND BETWEEN**

**THE COUNTY OF LOS ANGELES**

**AND**

**SENTINEL OFFENDER SERVICES, LLC**

**FOR**

**LOS ANGELES COUNTY OFFENDER**  
**MONITORING SERVICE**  
**(LACOMS)**

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## **STANDARD EXHIBITS**

- A** Statement of Work
  - Attachment A-1 XML System Interface with RAJIS
  - Attachment A-2 Performance Requirements Summary Chart
- B** Business and Technical Requirements Matrix
- C** Pricing Schedule
- D** County's Administration
- E** Contractor's Administration
- F1** Contractor Acknowledgement and Confidentiality Agreement
- F2** Contractor Employee Acknowledgement and Confidentiality Agreement
- F3** Contractor Non-Employee Acknowledgement and Confidentiality Agreement
- G** Safely Surrendered Baby Law
- H** Intentionally Omitted
- I** Intentionally Omitted
- J** Intentionally Omitted
- K** Information Security and Privacy Requirements
- L** Departmental Information Security Requirements
- M** Compliance with Departmental Encryption Requirements
- N** Supplemental Confidentiality of CORI Information-LASD
- O** Contract Discrepancy Report

**CONTRACT BETWEEN  
THE COUNTY OF LOS ANGELES  
AND  
SENTINEL OFFENDER SERVICES, LLC  
FOR  
LOS ANGELES COUNTY OFFENDER MONITORING SERVICE**

This Contract (Contract) made and entered into this \_\_\_ day of \_\_\_\_\_, 2024 by and between the County of Los Angeles, hereinafter referred to as “County” and Sentinel Offender Services, LLC, a limited liability company organized under the laws of Delaware, hereinafter referred to as “Contractor”. Sentinel Offender Services, LLC is located at 201 Technology Drive Irvine, California 92618.

**RECITALS**

WHEREAS, the County may contract with private businesses for offender monitoring system and related services (Services) when certain requirements are met; and

WHEREAS, Contractor is a private firm specializing in providing monitoring Services; and

WHEREAS, Contractor represents that it possesses the necessary special skills, knowledge and technical competence and sufficient staffing to provide such Service; and

WHEREAS, the County, through the Los Angeles County Sheriff’s Department (Department), desires Contractor to provide Services; and

WHEREAS, the County is authorized by the California Government Code, Section 31000 to contract for special services, including the Services described herein; and

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:

**1.0 APPLICABLE DOCUMENTS**

Exhibits A through G, and K through O are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any Service or otherwise between the base Contract and the Exhibits, or between Exhibits and Attachments, such conflict or inconsistency will be resolved by giving precedence first to the terms and conditions of the Contract and then to the Exhibits and Attachments according to the following priority:

**Standard Exhibits:**

- Exhibit A      Statement of Work
- Attachment A-1 XML System Interface with RAJIS



	Attachment A-2 Performance Requirements Summary Chart
Exhibit B	Business and Technical Requirements Matrix
Exhibit C	Pricing Schedule
Exhibit D	County's Administration
Exhibit E	Contractor's Administration
Exhibit F1	Contractor Acknowledgement and Confidentiality Agreement
Exhibit F2	Contractor Employee Acknowledgement and Confidentiality Agreement
Exhibit F3	Contractor Non-Employee Acknowledgement and Confidentiality Agreement
Exhibit G	Safely Surrendered Baby Law
Exhibit H	Intentionally Omitted
Exhibit I	Intentionally Omitted
Exhibit J	Intentionally Omitted
Exhibit K	Information Security and Privacy Requirements
Exhibit L	Departmental Information Security Requirements
Exhibit M	Compliance with Departmental Encryption Requirements
Exhibit N	Supplemental Confidentiality of CORI Information-LASD
Exhibit O	Contract Discrepancy Report

This Contract constitutes the complete and exclusive statement of understanding between the parties, and supersedes all previous contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to this Contract will be valid unless prepared pursuant to Paragraph 8.1 (Amendments and Change Notices) below and signed by authorized representatives of both parties.

## 2.0 DEFINITIONS

### 2.1 Standard Definitions:

The terms and headings in this Paragraph 2.0, whether singular or plural, are listed for convenience and reference only; they are not intended to define the scope of any provision thereof. The following words as used herein and throughout will be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

2.1.1 **Active Case Management:** means, but is not limited to, ensuring Offender Monitoring Program (OMP) Participant compliance; monitoring and/or verification of a Participant's activities; establishing and maintaining curfew schedules; participating in OMP activities such as

monitoring participation in programs; notifying the Department of non-compliance by Participants; meeting with Participants as requested on the referral and attending periodic status meeting with the County Project Manager; testifying in court; and providing OMP completion services upon termination of Participants participation in the OMP, as further described in Exhibit A (Statement of Work).

- 2.1.2 **Active Monitoring:** means live/real time monitoring and reporting.
- 2.1.3 **Amendment:** has the meaning set forth in Paragraph 8.1 (Amendments and Change Notices).
- 2.1.4 **Board of Supervisors (Board):** the Board of Supervisors of the County of Los Angeles acting as governing body.
- 2.1.5 **Business Day:** Monday through Friday, excluding County-observed holidays.
- 2.1.6 **Change Notice:** has the meaning set forth in Paragraph 8.1 (Amendments and Change Notices), of this Contract.
- 2.1.7 **Contract:** the agreement executed between the County and Contractor. Included are all supplemental agreements amending or extending the Service to be performed. The Contract sets forth the terms and conditions for the issuance and performance of Services and other Work.
- 2.1.8 **Contractor:** means the limited liability company (LLC) that has entered into a written agreement with the County to perform or execute the Work covered by this Contract.
- 2.1.9 **Contractor Project Director:** the meaning specified in Paragraph 7.2.1 (Contractor's Project Director).
- 2.1.10 **Contractor Project Manager:** the meaning specified in Paragraph 7.2.2 (Contractor's Project Manager).
- 2.1.11 **County:** means the County of Los Angeles.
- 2.1.12 **County Designated User(s):** means staff authorized to use the System, as determined by the Department, including designated staff of law enforcement and criminal justice agencies in the County at the local County, state, and federal agency level.
- 2.1.13 **County Indemnitees:** means the County, its Special Districts, elected and appointed officers, employee, and agents.
- 2.1.14 **County Project Director:** means the person designated by the County with authority for the County on contractual or administrative matters relating to this Contract that cannot be resolved by County Project Manager. All references here forward to County Project Director will mean, "County Project Director or their authorized designee."

- 2.1.15 **County Project Manager:** means the person designated by the County Project Director to manage the operations under this Contract. All references here forward to County Project Manager will mean, "County Project Manager or their authorized designee."
- 2.1.16 **Daily Rate:** means the applicable cell in Exhibit C (Pricing Schedule) based on the total combined quantity of all Type of Monitoring units in Service. The Daily Rate is an all-inclusive rate which includes, but not limited to, all Services, Taxes, Equipment, and unlimited access to System by all County Designated Users.
- 2.1.17 **Day(s):** means calendar day(s) unless otherwise specified.
- 2.1.18 **Deficiency(ies):** means, as applicable to any Work provided by or on behalf of Contractor to County: any malfunction, failure, error, or defect in the design, development, or implementation of Work; any error or omission, or deviation from the applicable specifications or from published or mutually agreed upon industry standards, or any other malfunction, failure or error, including the provision of negligent or substandard workmanship, which results in System or any part thereof, not performing in accordance with the applicable Requirements or other provisions of this Contract, including Exhibit A (Statement of Work) as determined by the County Project Director.
- 2.1.19 **Documentation:** means any and all written and electronic materials provided or made available by Contractor, including user manuals, operating manuals, quick reference guides, training materials, and all other user instructions regarding the capabilities, operations, installation, support, and use of the System.
- 2.1.20 **Equipment:** means any and all offender monitoring equipment, including Tracking Devices and home-based equipment, provided by Contractor under this Contract to meet the Requirements for operation of LACOMS.
- 2.1.21 **Initial Term:** has the meaning set forth in Paragraph 4.0 (Term of Contract).
- 2.1.22 **Inmate Worker Program (IWP):** means the Department program which allows designated offenders remaining in custody to participate in various work programs using electronic offender monitoring.
- 2.1.23 **Monitoring Center:** means Contractor's facility used for the purposes of monitoring Participants, including their backup center, as further described in Exhibit A (Statement of Work), and Exhibit B (Business and Technical Requirements Matrix).
- 2.1.24 **Monitoring Center Operator(s):** means Contractor's staff assigned to the Monitoring Center that perform the actual monitoring of Participants, as further described in Exhibit A, (Statement of Work), and its Exhibit B (Business and Technical Requirements Matrix) to this Contract.

- 2.1.25 **Offender Monitoring Program (OMP):** means the Department program which allows designated offenders to serve a portion of his/her sentence outside of jail confinement using electronic offender monitoring; non-sentenced offenders may also be placed on electronic offender monitoring.
- 2.1.26 **Participant:** means any Department-designated offender under the jurisdiction of the Department identified to undergo electronic offender monitoring, including Offender Monitoring Program and Inmate Worker Program Participants.
- 2.1.27 **Participant Billable Days:** means the number of Days, including the Day of Tracking Device installation, during the month, if applicable, but excluding the Day of Tracking Device removal during the month, if applicable, for each active Participant during the month.
- 2.1.28 **Requirements:** means any and all functional, operational, technical, service/performance level and/or business specifications, requirements, features, standards, and deliverables for the System, all as set forth in this Contract, including Exhibit A (Statement of Work), and Exhibit B (Business and Technical Requirements Matrix) to this Contract, and all Documentation.
- 2.1.29 **Services:** means any development, installation, configuration, customization, implementation, tracking, monitoring, Active Case Management, Training Services, and all other services performed by or on behalf of Contractor pursuant to this Contract to meet the Requirements for operation of LACOMS.
- 2.1.30 **Sheriff:** means the elected official who is the Sheriff of the County.
- 2.1.31 **Subcontract:** means an agreement between Contractor and a third-party to provide goods and/or services for the fulfillment of this Contract.
- 2.1.32 **Subcontractor:** means any County approved individual, person or persons, sole proprietor, firm, partnership, joint venture, LLC, corporation, or other legal entity furnishing supplies, Services of any nature, equipment, and/or materials to Contractor in furtherance of Contractor's performance of this Contract, at any tier, under oral or written agreement.
- 2.1.33 **System:** means the software, Equipment, and Services provided by or on behalf of Contractor under this Contract to meet the Requirements for operation of LACOMS. References to the System or LACOMS may include one or more components thereof or the System as a whole.
- 2.1.34 **Tax and Taxes:** means governmental fees (including license, filing and registration fees) and all taxes (including franchise, excise, stamp, value added, income, gross receipts, gross revenue, import, export, sales, use, transfer, and property taxes), withholdings, assessments, levies, imposts, duties, charges, or interest thereon imposed. All Taxes must be paid directly by Contractor.

- 2.1.35 **Term:** has the meaning set forth in Paragraph 4.0 (Term of Contract).
- 2.1.36 **Tracking Device:** means the single-unit electronic monitoring device or mechanism that is attached to the ankle of a Participant for purposes of tracking the whereabouts of such Participant at all times and consistent with the rules for participation in the program as further described in Exhibit A (Statement of Work), and Exhibit B (Business and Technical Requirements Matrix) to this Contract.
- 2.1.37 **Training Services:** means the provision by Contractor of technical staff to train Department staff in all aspects of using the System, including software, as contemplated by this Contract, as such Training Services are further described in Exhibit A (Statement of Work) to this Contract.
- 2.1.38 **Type of Monitoring:** means one of the following four categories of monitoring services provided by Contractor: (a) GPS with Cellular (with Active Case Management), (b) GPS Cellular (without Active Case Management), (c) RF Tethered – landline Connection, or (d) RF Tethered – Cell Phone Connection.
- 2.1.39 **Work:** means any and all goods and Services provided and performed by or on behalf of Contractor pursuant to this Contract, including Exhibit A (Statement of Work), and all other Exhibits, and all fully executed Amendments and Change Notices hereto. Without limiting the foregoing, Work includes the provision of the System, including all Services and all Equipment, labor, and other supplies required to perform the Services and to meet the Requirements for operation of LACOMS.

### 3.0 WORK

- 3.1 Pursuant to the provisions of this Contract, Contractor will fully and competently perform, complete, and deliver on time, all Services and other Work as set forth in herein.
- 3.2 If Contractor provides any Services or other Work, other than as specified in this Contract, the same will be deemed to be a gratuitous effort on the part of Contractor, and Contractor must make no claim whatsoever against the County.

### 4.0 TERM OF CONTRACT

- 4.1 The Term of this Contract will be for three years commencing after execution by the Board, unless sooner terminated or extended, in whole or in part, as provided in this Contract (Initial Term).
- 4.2 At the end of the Initial Term, the County may, at its sole option, extend the Term of this Contract for up to four one-year periods (Option Terms), subject to, among others, the County's right to terminate earlier for convenience, default of Contractor, substandard performance of Contractor, non-responsibility of Contractor and any other term or condition of this Contract providing for early termination of this Contract by the County. The County will be deemed to have

exercised its one-year extension options automatically, without further act, unless no later than 30 Days prior to the expiration of the Initial Term, the County notifies Contractor in writing that it elects not to extend this Contract pursuant to this Paragraph 4. If the County elects not to exercise its option to extend at the end of the Initial Term, this Contract will expire.

The 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 the County will exercise any Contract term extension option.

#### **4.3 Notice of Expiration**

Contractor must notify the Department when this Contract is within six months of the expiration of the Term. Upon occurrence of this event, Contractor must send written notification to County Project Director at the address set forth in Exhibit D (County's Administration).

### **5.0 CONTRACT SUM**

The prices and fees payable by County to Contractor for performing all Services and any other Work required under this Contract are as set forth on Exhibit C (Pricing Schedule). Such prices and fees are firm and fixed for the Term of this Contract. Contractor will not be entitled to payment or reimbursement for any other services or any other Work, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified in this Contract.

#### **5.1 Maximum Contract Sum**

The Maximum Contract Sum will be the total monetary amount payable by County to Contractor for providing required Work under this Contract for the Term, including all exercised extension periods. In no event will the annual total exceed \$200,000. There is no guarantee that the entire Contract Sum amount will be paid to Contractor under this Contract. All payments under this Contract will be in accordance with Exhibit C (Pricing Schedule).

#### **5.2 Written Approval for Reimbursement**

Contractor will not be entitled to payment or reimbursement for any Services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as explicitly specified herein. Assumption or takeover of any of Contractor's duties, responsibilities, or obligations, or performance of same by any person or entity other than Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, must not occur without the County's express prior written approval.

#### **5.3 Notification of 75% of Total Contract Sum**

The Contractor must maintain a system of record keeping that will allow the Contractor to determine when it has incurred 75% of the annual contract sum

under this Contract. Upon occurrence of this event, the Contractor must send written notification to the County Project Director, at the address herein provided in Exhibit D (County's Administration).

#### **5.4 No Payment for Services Provided Following Expiration-Termination of Contract**

Contractor may not assert any claims against the County for payment of any money or reimbursement, of any kind whatsoever, for any Service provided by Contractor after the expiration or other termination of this Contract. Should Contractor receive any such payment it will immediately notify the County and must immediately repay all such funds to the County. Payment by the County for Services rendered after expiration-termination of this Contract will not constitute a waiver of the County's right to recover such payment from Contractor. This provision will survive the expiration or other termination of this Contract.

#### **5.5 Invoices and Payments**

##### **5.5.1 Approval of Invoices**

All invoices submitted by Contractor for payment must have the written approval of County's Project Manager prior to any payment thereof. In no event will the County be liable or responsible for any payment prior to such written approval.

5.5.2 Contractor must invoice the County only for Services and other Work specified in Exhibit A (Statement of Work). Contractor's invoices must be priced in accordance with Exhibit C (Pricing Schedule).

5.5.3 Details – each invoice submitted by Contractor must include:

- Contractor Name, Address, and Phone Number,
- Contract Number,
- Billing Period,
- Total number of Participants by Type of Monitoring as described in Exhibit C (Pricing Schedule),
- Applicable Daily Rate per Type of Monitoring as described in Exhibit C (Pricing Schedule),
- Dollar amount due per Type of Monitoring based upon the total Participant Billable Days and applicable Daily Rate, and
- Total dollar amount.

Additionally, Contractor must attach a monthly report with the information detailed below:

A monthly report subdivided by Type of Monitoring, a line item for each Participant included in the invoice identifying Participant's name, booking number, start date and start time, end date and end time, computed Participant Billable Days, and Daily Rate for the Participant.

#### 5.5.4 Submission of Invoices

All invoices and supporting documents under this Contract must be submitted to the person designated in Exhibit D (County's Administration) as County Project Manager at the address specified in Exhibit D (County's Administration).

### **5.6 Intentionally Omitted**

### **5.7 Default Method of Payment: Direct Deposit or Electronic Funds Transfer**

5.7.1 The County has determined that the most efficient and secure default form of payment for goods and/or services provided under an agreement/contract with the County will be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).

5.7.2 Contractor must submit a direct deposit authorization request via the website <https://directdeposit.lacounty.gov> with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.

5.7.3 Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit will supersede this requirement with respect to those payments.

5.7.4 At any time during the duration of this Contract, Contractor may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with the contracting department(s), will decide whether to approve any exemption requests.

## **6.0 ADMINISTRATION OF CONTRACT - COUNTY**

### **6.1 County's Administration**

A listing of all County Administration referenced in the following subparagraphs are designated in Exhibit D (County's Administration). The County will notify the Contractor in writing of any changes as they occur.

### **6.2 County's Personnel**

#### **6.2.1 County Project Director**

County Project Director will be responsible for ensuring that the objectives of this Contract are met and for overseeing this Contract in general. County Project Director will have the right at all times to inspect any and all Work provided by or on behalf of Contractor.



## **6.2.2 County Project Manager**

County Project Manager will be responsible for ensuring that the technical, business and operational standards and Requirements of this Contract are met. County Project Manager will interface with Contractor's Project Manager on a regular basis. County Project Manager will report to County Project Director regarding Contractor's performance with respect to business and operational standards and Requirements of this Contract. Unless specified otherwise, County Project Manager will be the presumptive designee of County Project Director.

## **6.3 County Personnel, Other**

All County personnel assigned to this Contract will be under the exclusive supervision of the County. Contractor understands and agrees that all such County personnel are assigned only for the convenience of the County. Contractor hereby represents that its price and performance hereunder are based solely on the Work of Contractor's personnel, except as otherwise expressly provided in this Contract.

# **7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR**

## **7.1 Contractor Administration**

All persons administering this Contract on behalf of Contractor and described in this Paragraph 7.0 (hereinafter "Contractor's Personnel") are identified in Exhibit E (Contractor's Administration). All staff employed by and/or on behalf of Contractor, including the persons listed in such Exhibit E (Contractor's Administration), must be adults who are 18 years of age or older, authorized to work in the United States, and fully fluent in both spoken and written English. Contractor must notify the County in writing of any change in the names and/or addresses of Contractor Personnel.

## **7.2 Contractor's Personnel**

### **7.2.1 Contractor Project Director**

Contractor Project Director is responsible for Contractor's performance of all Work and ensuring Contractor's compliance with this Contract. Contractor's Project Director must meet and confer with County Project Director on a regular basis as required by County and specified in Exhibit A (Statement of Work). Such meetings will be conducted via teleconference or in person at a time and place agreed to by County Project Director and Contractor's Project Director.

### **7.2.2 Contractor Project Manager**

Contractor's Project Manager is responsible for Contractor's day-to-day activities and for reporting to the County in the manner set forth in Paragraph 7.7 (Reports by Contractor) below. Contractor's Project

Manager must communicate with County Project Manager on a regular basis and must be available during Business Days, or as otherwise required by the County and this Contract, to teleconference and/or to meet with County personnel regarding the operation of this Contract, as required by County Project Director. Contractor's Project Manager must meet and confer with County Project Director on a regular basis, at least weekly or as otherwise required by the County. Such meetings will be conducted via teleconference or in person at a time and place agreed to by the parties.

### **7.3 Approval of Contractor's Staff**

- 7.3.1 In fulfillment of its responsibilities under this Contract, Contractor must only utilize, or permit the utilization of, staff who are fully trained and experienced, to provide the Work required by this Contract. Contractor must supply sufficient staff to discharge its responsibilities hereunder in a timely and efficient manner.
- 7.3.2 The County will have the right to approve or disapprove each member or proposed member of Contractor's staff providing Services or on-site Work to the County under this Contract or with access to any County data or information, including County's confidential information, System data and other County materials, prior to and during their performance of any Work hereunder, as well as to approving or disapproving any proposed deletions from or other changes in such Contractor staff. County Project Manager, exercising reasonable discretion may require replacement of any member of Contractor staff performing or offering to perform Work hereunder.
- 7.3.3 In addition, Contractor must provide to County Project Director an executed Confidentiality and Assignment Agreement [Exhibit F2 (Contractor Employee Acknowledgement, Confidentiality, and Copyright Assignment Agreement)], for each member of Contractor's staff performing Work under this Contract on or immediately after the effective date, but in no event later than the date such member of Contractor staff first performs Work under this Contract.
- 7.3.4 In the event Contractor should ever need to remove any member of Contractor staff from performing Work under this Contract, Contractor must provide the County with notice at least 15 Days in advance, except in circumstances when such notice is not possible. Should the County be dissatisfied with any member of Contractor staff during the Term of the Contract, Contractor must replace such person with another whose qualifications satisfy the County.

### **7.4 Contractor's Staff Identification**

- 7.4.1 Contractor, at Contractor's sole expense must provide each member of the staff assigned to this Contract with a visible photo identification badge in accordance with the County's specifications. Identification

badge specifications may change at the sole discretion of the County, and Contractor will be provided new specifications as required. The format and content of the badge is subject to the County's approval prior to Contractor implementing the use of the badge. Contractor's staff, while on duty or when entering a custody facility or its grounds, must prominently display the photo identification badge on the upper part of the body.

- 7.4.2 Contractor must notify the County within one Business Day when staff is terminated from Work under this Contract.
- 7.4.3 Contractor is responsible for the immediate retrieval and destruction of County-approved photo identification badges belonging to Contractor's staff terminated from performing Services under this Contract.
- 7.4.4 If the County requests the removal of Contractor's staff, Contractor must retrieve and immediately destroy the Contractor staff's photo identification badge at the time of removal of Work under this Contract, if applicable.

## **7.5 Background and Security Investigations**

- 7.5.1 All Contractor's staff performing Work under this Contract, must undergo and pass, to the satisfaction of the County, a background investigation as a condition of beginning and continuing Work under this Contract.  

Such background investigation will be administered by the Department. The background investigation will be obtained through fingerprints submitted to the California Department of Justice to include state, local and federal-level review, which may include but not be limited to, criminal conviction information and security clearance.
- 7.5.2 County Project Director will schedule the background investigation with the Department's Religious and Volunteer Services Unit. All fees associated with obtaining the background information are borne by Contractor regardless of whether Contractor's staff passes or fails the background clearance investigation.
- 7.5.3 The County may immediately, in its sole discretion, deny or terminate all access to both physical facilities and County systems and/or data, to any Contractor's staff, including Subcontractor staff, who do not pass such background investigation(s) to the satisfaction of the County and/or whose background or conduct is incompatible with County's facility access.
- 7.5.4 Disqualification, if any, of Contractor's staff, including Subcontractors' staff, pursuant to this Paragraph 7.5 will not relieve Contractor of its obligation to complete all Work in accordance with the terms and conditions of this Contract.

## **7.6 Confidentiality and Security**

### **7.6.1 Confidential Information**

Each party will protect, secure and keep confidential all records, materials, documents, data and/or other information, including, but not limited to, billing and sensitive financial information, County records, data and information, County materials, personally identifiable and health information, and any other data, records and information, received, obtained and/or produced under the provisions of this Contract (hereinafter "Confidential Information"), in accordance with the terms of this Contract and all applicable federal, state or local laws, regulations, ordinances and publicly available guidelines and directives relating to confidentiality. As used in this Contract, the term "Confidential Information" will also include records, materials, data and information deemed confidential by the County or the applicable law under Paragraph 7.8 (Rules and Regulations) of this Contract. Each party will use whatever appropriate security measures are necessary to protect such Confidential Information from loss, damage and/or unauthorized dissemination by any cause, including but not limited to fire and theft.

Contractor must inform all its officers, employees, agents and Subcontractors providing Work hereunder of the confidentiality provisions of this Contract. Contractor must ensure that all its officers, employees, agents and Subcontractors performing Work hereunder have entered into confidentiality agreements no less protective of the County than the terms of this Contract, including this Paragraph 7.6.1 and Exhibit F2 (Contractor Employee Acknowledgement, Confidentiality, and Copyright Assignment Agreement). Notwithstanding anything herein to the contrary, Contractor acknowledges and agrees that it is solely responsible for any breach of the obligations of confidentiality set forth herein by any person or entity to which Contractor discloses any of County's Confidential Information.

### **7.6.2 Disclosure of Information**

With respect to any of County's Confidential Information or any other records, materials, data or information that is obtained by Contractor (hereinafter collectively for the purpose of this Paragraph "information"), Contractor must: i) not use any such information for any purpose whatsoever other than carrying out the express terms of this Contract, ii) promptly transmit to the County all requests for disclosure of any such information, iii) not disclose, except as otherwise specifically permitted by this Contract, any such information to any person or organization other than the County without prior written approval of County's Project Director in consultation with County's Chief Information Security Officer and/or Chief Privacy Officer, and iv) at the expiration or termination of this Contract, return all such information to the County or maintain such

information according to the written procedures provided or made available to Contractor by the County for this purpose. If required by a court of competent jurisdiction or an administrative body to disclose County Information, Contractor must notify County Project Director immediately and prior to any such disclosure, to provide the County an opportunity to oppose or otherwise respond to such disclosure, unless prohibited by law from doing so.

### **7.6.3 Disclosure Restrictions of Non-Public Information**

While performing Work under this Contract, Contractor may encounter County Non-public Information (“NPI”) in the course of performing this Contract, including but not limited to, licensed technology, drawings, schematics, manuals, sealed court records, and other materials described and/or identified as “Internal Use”, “Confidential” or “Restricted” as defined in Board Policy 6.104 – Information Classification Policy as NPI. The Contractor must not disclose or publish any County NPI and material received or used in performance of this Contract. This disclosure obligation is perpetual for Contractor, its officers, employees, agents and Subcontractors.

### **7.6.4 Security**

#### **7.6.4.1 System Security**

Notwithstanding anything to the contrary herein, Contractor will provide all Work utilizing security technologies and techniques in accordance with the latest industry standards, Contractor’s best practices and applicable County security policies, procedures and requirements provided by the County to Contractor in writing as part of the Request for Proposals (RFP) and incorporated by this reference, this Contract or otherwise as required by law, including those relating to the prevention and detection of fraud or other inappropriate use or access of Systems and networks. Without limiting the generality of the foregoing, Contractor will implement and use network management and maintenance applications and tools and fraud prevention and detection and encryption technologies and prevent the introduction of any disabling device into the network. In no event will Contractor’s actions or inaction result in any situation that is less secure than the security that Contractor then provides for its own Systems and data.

#### **7.6.4.2 Data Security**

Contractor hereby acknowledges the right of privacy of all persons whose information is stored in the Contractor's data or any other County data. Contractor must protect, secure and keep confidential all data in compliance with all federal, state and local laws, rules, regulations, ordinances, guidelines and directives relating to confidentiality and information security, including any breach of the security of their data, such as any unauthorized acquisition of data that compromises the security, confidentiality or integrity of personally identifiable information. Further, Contractor will take all reasonable actions necessary or advisable to protect all data in its possession, custody or control from loss or damage by any cause, including fire, theft or other catastrophe. In addition, if requested by County Project Director, Contractor will provide notification to all persons whose unencrypted personal information was, or is reasonably believed to have been acquired by any unauthorized person, and the content, method and timing of such notification will be subject to the prior approval of County Project Director. Contractor must not use data for any purpose or reason other than to fulfill its obligations under this Contract.

#### **7.6.5 Protection of Electronic County Information – Data Encryption**

Contractor that electronically transmits or stores Personal Information (hereinafter "PI"), Protected Health Information (hereinafter "PHI") and/or Medical Information (hereinafter "MI") must comply with the encryption standards set forth below and incorporated into this Contract and all Amendments thereto (collectively, the "Encryption Standards"), as required by the Board Policy Number 5.200 (hereinafter "Policy"). For purposes of this Paragraph 7.6.5, "PI" is defined in California Civil Code Section 17910.29(g); "PHI" is defined in Health Insurance Portability and Accountability Act of 1996 (HIPAA) and implementing regulations; and "MI" is defined in California Civil Code Section 56.05(j).

##### **7.6.5.1 Encryption Standards – Stored Data**

Contractor's and Subcontractors' workstations and portable devices that are used to access, store, receive and/or transmit County PI, PHI or MI (e.g., mobile, wearables, tablets, thumb drives, external hard drives) require encryption (i.e., software) in accordance with: (a) Federal Information Processing Standard Publication (FIPS) 140-2, (b) National Institute of Standards and Technology (NIST) Special Publication 800-57 Recommendation for Key Management – Part 1: General

(Revision 3), (c) NIST Special Publication 800-57 Recommendation for Key Management – Part 2: Best Practices for Key Management Organization; and (d) NIST Special Publication 800-111 Guide to Storage Encryption Technologies for End User Devices. Advanced Encryption Standard (AES) with cipher strength of 256-bit is minimally required.

Contractor's and Subcontractors' use of remote servers (e.g., cloud storage, Software-as-a-Service or SaaS) for storage of County PI, PHI and/or MI will be subject to written pre-approval by the County's Chief Executive Office.

#### **7.6.5.2 Encryption Standards – Transmitted Data**

All transmitted (e.g., network) County PI, PHI and/or MI require encryption in accordance with: (a) NIST Special Publication 800-52 Guidelines for the Selection and Use of Transport Layer Security Implementations, and (b) NIST Special Publication 800-57 Recommendation for Key Management – Part 3: Application-Specific Key Management Guidance. Secure Sockets Layer (SSL) is minimally required with minimum cipher strength of 128-bit.

#### **7.6.5.3 Definition References**

- a. As used in this Policy, the phrase "Personal Information" will have the same meaning as set forth in subdivision (g) of California Civil Code section 17910.29.
- b. As used in this Policy, the phrase "Protected Health Information" will have the same meaning as set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and implementing regulations.
- c. As used in this Policy, the phrase "Medical Information" will have the same meaning as set forth in subdivision (j) of California Civil Code section 56.05.

#### **7.6.5.4 Compliance**

By executing this Contract, Contractor (on behalf of itself and any and all County-approved Subcontractors) certifies its compliance with the Policy and the data encryption requirements specified in this Paragraph 7.6.5 as of the effective date of this Contract, during the Term of this Contract and for as long as Contractor (or any of its Subcontractors) is in possession of County PI, PHI, and/or MI. In addition to the foregoing, Contractor must maintain any validation or attestation reports that it or its County-approved Subcontractors' data encryption product(s) generate, and

such reports will be subject to audit in accordance with this Contract. The County requires that, if non-compliant, Contractor develop and execute a corrective action plan. Failure on the part of Contractor to comply with any of the provisions of this Paragraph 7.6.5.4 will constitute a material breach of this Contract, upon which County may terminate or suspend this Contract, deny Contractor access to County IT resources and/or take such other actions as deemed necessary or appropriate by County.

#### **7.6.5.5 No Policy Exceptions**

There are no exceptions to this Policy, except those expressly approved by the Board in writing.

#### **7.6.6 Remedies**

Contractor acknowledges that a breach by Contractor of this Paragraph 7.6 (Confidentiality and Security) may result in irreparable injury to the County that may not be adequately compensated by monetary damages and that, in addition to the County's other rights under this Paragraph 7.6 (Confidentiality and Security) and at law and in equity, the County will have the right to seek injunctive relief to enforce the provisions of this Paragraph 7.6 (Confidentiality and Security). The provisions of this Paragraph 7.6 (Confidentiality and Security) will survive the expiration and/or termination of this Contract.

Contractor must take all reasonable actions necessary or advisable to protect the interface module from unauthorized access, disclosure, modification, disruption or destruction by any cause. Contractor will bear the full risk of unauthorized access, disclosure, modification, disruption or destruction to the interface module and any data by any cause other than causes resulting from force majeure or the County's sole fault.

### **7.7 Rules and Regulations**

During the time when Contractor's employees, Subcontractors or agents are at County facilities, such persons will be subject to the applicable rules and regulations of County facilities. It is the responsibility of Contractor to acquaint such persons, who are to provide Work, with such rules and regulations. In the event that the County determines that an employee, Subcontractor or agent of Contractor has violated any applicable rule or regulation, the County will notify Contractor, and Contractor must undertake such remedial or disciplinary measures as Contractor determines appropriate. If the problem is not thereby corrected, then Contractor must permanently withdraw its employee, Subcontractor or agent from the provision of Work upon receipt of written notice from the County that: (i) such employee, Subcontractor or agent has violated such rules or regulations; or (ii) such employee's, Subcontractor's or agent's actions, while on County premises, indicate that the employee, Subcontractor or agent may adversely affect the provision of Work. Upon removal of any employee, Subcontractor or agent,



Contractor must immediately replace the employee, Subcontractor or agent and must continue uninterrupted Work hereunder.

## **8.0 STANDARD TERMS AND CONDITIONS**

### **8.1 Amendments and Change Notices**

#### **8.1.1 General**

No representative of either the County or Contractor, including those named in this Contract, is authorized to make any changes to any of the terms, obligations, or conditions of this Contract, except through the procedures set forth in this Paragraph 8.1 (Amendments and Change Notices). Any changes to this Contract, including any portion of the Work provided under this Contract, will be accomplished only as provided in this Paragraph 8.1 (Amendments and Change Notices).

#### **8.1.2 Change Notices**

For any change requested by the County which does not materially affect the scope of Work, Term, payments or any material term or condition of this Contract, a written notice of such change (hereinafter "Change Notice") will be prepared by the Department and provided by County Project Director to Contractor for acknowledgement or execution, as applicable.

#### **8.1.3 Amendments**

Except as otherwise provided in this Contract, for any change requested by the County which materially affects the scope of Work, Term, payments or any other material term or condition included in this Contract, an Amendment to this Contract will be executed by the Board and Contractor's authorized representative(s).

8.1.4 Notwithstanding the foregoing, the Sheriff or his authorized designee, is specifically authorized to issue Contract non-renewal notices for the option terms. Furthermore, the Sheriff is specifically authorized to prepare and execute Amendments on behalf of the County to: i) add and/or update terms and conditions as required by the Board or the Chief Executive Office, ii) execute any of the option Terms if it is in the best interest of the County, iii) effectuate Contract modifications that do not materially affect the Term of the Contract, and iv) effect assignment of rights and/or delegation of duties as required under Paragraph 8.2 (Assignment and Delegation/Mergers or Acquisitions) below.

### **8.2 Assignment and Delegation/Mergers or Acquisitions**

8.2.1 Contractor must notify the County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If Contractor is restricted from legally notifying the County of pending acquisitions/mergers, then it should notify the County of the actual

acquisitions/mergers as soon as the law practicably allows and provide to the County the legal framework that restricted it from notifying the County prior to the actual acquisitions/mergers.

8.2.2 Contractor cannot assign, exchange, transfer, or delegate its rights or duties under this Contract, whether in whole or in part, without the prior express written consent of the County, in its sole discretion, and any attempted assignment, delegation, or otherwise transfer of its rights or duties, without such consent will be null and void. For purposes of this Paragraph, County consent will require a written Amendment to the Contract, which must be formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract will be deductible, by the County, against claims Contractor may have against the County.

8.2.3 Any assumption, assignment, delegation, or takeover of any of Contractor's duties, responsibilities, obligations, or performance of same by any person or entity other than Contractor, whether through assignment, Subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without the County's prior express written approval, will be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, the County will be entitled to pursue the same remedies against Contractor under this Contract in the event of default by Contractor.

### **8.3 Authorization Warranty**

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

### **8.4 Budget Reductions**

In the event that the Board adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, the County reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the entire Term of this Contract (including any extensions), and the Services to be provided by Contractor under this Contract may also be reduced correspondingly. The County's notice to Contractor regarding said reduction in payment obligation will be provided within 30 Days of the Board's approval of such actions. Except as set forth in the preceding sentence, Contractor must continue to provide all of the Services set forth in this Contract.

## **8.5 Complaints**

Contractor must develop, maintain and operate procedures for receiving, investigating, and responding to complaints.

### **8.5.1 Complaint Procedures**

- 8.5.1.1 Within 30 Business Days after the Contract effective date, Contractor must provide the County with Contractor's policy for receiving, investigating and responding to County complaints.
- 8.5.1.2 The County will review Contractor's policy and provide Contractor with approval of said plan or with requested changes.
- 8.5.1.3 If the County requests changes in Contractor's policy, Contractor must make such changes and resubmit the plan within five Business Days for County approval.
- 8.5.1.4 If, at any time, Contractor wishes to change Contractor's policy, Contractor must submit proposed changes to the County for approval before implementation.
- 8.5.1.5 Contractor must preliminarily investigate all complaints and notify County Project Manager of the status of the investigation within two Business Days of receiving the complaint.
- 8.5.1.6 When complaints cannot be resolved informally, a system of follow-through will be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 8.5.1.7 Copies of all written responses will be sent to County Project Manager within five Business Days of mailing to the complainant.

## **8.6 Compliance with Applicable Law**

- 8.6.1 In the performance of this Contract, Contractor must comply with all applicable federal, state and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated by reference.
- 8.6.2 Contractor must indemnify, defend, and hold harmless the County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or Subcontractors, to comply with any such laws, rules, regulations,

ordinances, directives, guidelines, policies, or procedures, as determined by the County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 8.6 must be conducted by Contractor and performed by counsel selected by Contractor and approved by the County. Notwithstanding the preceding sentence, the County will have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide the County with a full and adequate defense, as determined by the County in its sole judgment, the County will be entitled to retain its own counsel, including without limitation, County Counsel, and receive reimbursement from Contractor for all such costs and expenses incurred by the County in doing so. Contractor has no right or authority to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in any such case, on behalf of the County without the County's prior express written approval.

- 8.6.3 Failure by Contractor to comply with such laws and regulations will be material breach of this Contract and may result in termination or suspension of this Contract.

## **8.7 Compliance with Civil Rights Laws**

Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person will, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. Additionally, Contractor certifies to the County:

- a. That Contractor has a written policy statement prohibiting discrimination in all phases of employment.
- b. That Contractor periodically conducts a self-analysis or utilization analysis of its work force.
- c. That Contractor has a system for determining if its employment practices are discriminatory against protected groups.
- d. Where problem areas are identified in employment practices, Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables.

## **8.8 Compliance with the County's Jury Service Program**

### **8.8.1 Jury Service Program**

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as

codified in [Sections 2.203.010 through 2.203.090 of the Los Angeles County Code](#).

## **8.8.2 Written Employee Jury Service Policy**

- 8.8.2.1 Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "contractor" as defined under the Jury Service Program ([Section 2.203.020 of the County Code](#)) or that Contractor qualifies for an exception to the Jury Service Program ([Section 2.203.070 of the County Code](#)), Contractor must have and adhere to a written policy that provides that its employees must receive from Contractor, on an annual basis, no less than five Days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with Contractor or that Contractor deduct from the employee's regular pay the fees received for jury service.
- 8.8.2.2 For purposes of this Paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a Subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or Subcontracts. "Employee" means any California resident who is a full-time employee of Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: i) the lesser number is a recognized industry standard as determined by the County, or ii) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 Days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any Subcontractor to perform Services for the County under this Contract, Subcontractor is also subject to the provisions of this Paragraph. The provisions of this Paragraph will be inserted into any such Subcontract agreement and a copy of the Jury Service Program will be attached to the agreement.
- 8.8.2.3 If Contractor is not required to comply with the Jury Service Program when this Contract commences, Contractor must have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor must immediately notify the County if Contractor at any time either comes within the Jury Service Program's definition of "contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor must immediately implement a written policy

consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that Contractor demonstrate, to the County's satisfaction, that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.

8.8.2.4 Contractor's violation of this Paragraph may constitute a material breach of this Contract. In the event of such material breach, the County may, in its sole discretion, terminate this Contract and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

## **8.9 Conflict of Interest**

8.9.1 No County employee whose position with the County enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, will be employed in any capacity by Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of Contractor who may financially benefit from the performance of Work hereunder will in any way participate in the County's approval, or ongoing evaluation, of such Work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such Work.

8.9.2 Contractor must comply with all conflict-of-interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the Term of this Contract. Contractor warrants that it is not now aware of any facts that create a conflict of interest. If Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it must immediately make full written disclosure of such facts to County Project Director. Full written disclosure will include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Paragraph will be a material breach of this Contract upon which the County may terminate or suspend this Contract.

8.9.3 The terms and procedures of this Paragraph 8.9 will also apply to Subcontractors, consultants and partners of Contractor performing Work under this Contract.

## **8.10 Consideration of Hiring County Employees Targeted for Layoffs or are on a County Re-Employment List**

Should Contractor require additional or replacement personnel after the effective date of this Contract to perform the Services set forth herein, Contractor must give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the entire Term of this Contract.

## **8.11 Consideration of Hiring GAIN/START Participants**

- 8.11.1 Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor will give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or Skills and Training to Achieve Readiness for Tomorrow (START) Program who meet the contractor's minimum qualifications for the open position. For this purpose, consideration will mean that the Contractor will interview qualified candidates. The County will refer GAIN/START participants by job category to the Contractor. Contractors must report all job openings with job requirements to: [gainstart@dpss.lacounty.gov](mailto:gainstart@dpss.lacounty.gov) and [BSERVICES@OPPORTUNITY.LACOUNTY.GOV](mailto:BSERVICES@OPPORTUNITY.LACOUNTY.GOV) and DPSS will refer qualified GAIN/START job candidates.
- 8.11.2 In the event that both laid-off County employees and GAIN/START participants are available for hiring, County employees must be given first priority.

## **8.12 Contractor Responsibility and Debarment**

### **8.12.1 Responsible Contractor**

A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform this Contract. It is the County's policy to conduct business only with responsible Contractors.

### **8.12.2 Chapter 2.202 of the County Code**

Contractor is hereby notified that, in accordance with [Chapter 2.202 of the County Code](#), if the County acquires information concerning the performance of Contractor on this or other contracts which indicates that Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar Contractor from bidding or proposing on, or being awarded, and/or performing Work on County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanently barred if warranted by the circumstances, and terminate any or all existing contracts Contractor may have with the County.

### **8.12.3 Non-responsible Contractor**

The County may debar a Contractor if the Board finds, in its discretion, that Contractor has done any of the following: i) violated a material term of a contract with the County or a nonprofit corporation created by the County, ii) committed an act or omission which negatively reflects on Contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on

same, iii) committed an act or offense which indicates a lack of business integrity or business honesty, or iv) made or submitted a false claim against the County or any other public entity.

#### **8.12.4 Contractor Hearing Board**

8.12.4.1 If there is evidence that Contractor may be subject to debarment, County Project Director will notify Contractor in writing of the evidence which is the basis for the proposed debarment and will advise Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

8.12.4.2 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Contractor and/or Contractor's representative will be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board will prepare a tentative proposed decision, which will contain a recommendation regarding whether Contractor should be debarred, and, if so, the appropriate length of time of the debarment. Contractor and County Project Director will be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board.

8.12.4.3 After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board will be presented to the Board. The Board will have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.12.4.4 If a Contractor has been debarred for a period longer than five years, that Contractor may after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that Contractor has adequately demonstrated one or more of the following: i) elimination of the grounds for which the debarment was imposed, ii) a bona fide change in ownership or management, iii) material evidence in favor of Contractor is discovered after debarment was imposed, or iv) any other reason that is in the best interests of the County.

8.12.4.5 The Contractor Hearing Board will consider a request for review of a debarment determination only where: i) Contractor has been debarred for a period longer than five years, ii) the debarment has been in effect for at least five years, and iii)



the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board will conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing will be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

8.12.4.6 The Contractor Hearing Board's proposed decision will contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board will present its proposed decision and recommendation to the Board. The Board will have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

#### **8.12.5 Subcontractors of Contractor**

The terms and procedures of this Paragraph 8.12 will also apply to Subcontractors, consultants and partners of Contractor performing Work under this Contract.

### **8.13 Contractor's Acknowledgement of County's Commitment to Safely Surrendered Baby Law**

Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. Contractor understands that it is the County's policy that all County Contractors be required to post the County's "Safely Surrendered Baby Law" poster, in Exhibit G (Safely Surrendered Baby Law), in a prominent position at Contractor's place of business. Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in Subcontractor's place of business. Information and posters for printing are available at <https://lacounty.gov/residents/family-services/child-safety/safely-surrender/>.

### **8.14 Contractor's Warranty of Adherence to County's Child Support Compliance Program**

8.14.1 Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through contracts are in compliance with court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

8.14.2 As required by the County's Child Support Compliance Program ([County Code Chapter 2.200](#)) and without limiting Contractor's duty under this

Contract to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and must, during the Term of this Contract, maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and will implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

### **8.15 County's Quality Assurance Plan**

The County, or its agent(s), will monitor Contractor's performance under this Contract on not less than an annual basis. Such monitoring will include assessing Contractor's compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which the County determines are significant or continuing and that may place performance of this Contract in jeopardy if not corrected will be reported to the Board and listed in the appropriate Contractor performance database. The report to the Board will include improvement/corrective action measures taken by the County and Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in this Contract.

### **8.16 Damage to County Facilities, Buildings or Grounds**

8.16.1 Contractor must repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by Contractor, its employees or its agents. Such repairs will be made immediately after Contractor has become aware of such damage, but in no event later than 30 Days after the occurrence.

8.16.2 If Contractor fails to make timely repairs, the County may make any necessary repairs. All costs incurred by the County, as determined by the County, for such repairs will be repaid by Contractor by cash payment upon demand or without limitation of all County's other rights and remedies provided by law or under this Contract, the County may deduct such costs from any amounts due to Contractor from the County under this Contract.

### **8.17 Employment Eligibility Verification**

8.17.1 Contractor and its Subcontractors warrant that they fully comply with all federal and state statutes and regulations regarding the employment of aliens and others and that all its employees and subcontractors performing Work under this Contract meet the citizenship or alien status requirements set forth in federal and state statutes and regulations. Contractor must obtain, from all its and Subcontractors performing Work hereunder, all verification and other documentation of employment

eligibility status required by federal and state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be amended. Contractor must retain all documentation for all covered employees for the period prescribed by law.

8.17.2 Contractor must indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against Contractor or the County or both in connection with any alleged violation of any federal or state statutes or regulations pertaining to the eligibility for employment of any persons performing Work under this Contract.

### **8.18 Counterparts and Electronic Signatures and Representations**

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

The County and 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 8.1 (Amendments and Change Notices) above, and received via communications facilities (facsimile, email or electronic signature), as legally sufficient evidence that such legally binding signatures have been affixed to Amendments and Change Notices to this Contract.

### **8.19 Fair Labor Standards**

Contractor must comply with all applicable provisions of the Federal Fair Labor Standards Act and must indemnify, defend, and hold harmless the County and its elected officials, agents, officers, and employees from any and all liability, including but not limited to: wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including but not limited to: the Federal Fair Labor Standards Act, for Work performed by Contractor's employees or Subcontractor personnel for which the County may be found jointly or solely liable.

### **8.20 Force Majeure**

8.20.1 Neither party will be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's Subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault

or negligence of such party (such events are referred to in this Paragraph as "force majeure events").

- 8.20.2 Notwithstanding the foregoing, a default by a Subcontractor of Contractor will not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such Subcontractor, and without any fault or negligence of either of them. In such case, Contractor will not be liable for failure to perform, unless the goods or Services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this Paragraph, the term "Subcontractor" and "Subcontractors" mean Subcontractors at any tier.
- 8.20.3 In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

## **8.21 Governing Law, Jurisdiction, and Venue**

This Contract will be governed by, and construed in accordance with, the laws of the State of California. Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder will be exclusively in the County. For claims that are subject to exclusive federal subject matter jurisdiction, Contractor agrees and consents to the exclusive jurisdiction of the Federal District Court of the Central District of California.

## **8.22 Independent Contractor Status**

- 8.22.1 This Contract is by and between the County and Contractor and is not intended, and will not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and Contractor. The employees and agents of one party will not be, nor be construed to be, employees or agents of the other party for any purpose whatsoever.
- 8.22.2 Contractor is solely liable and responsible for providing to, or on behalf of, all its agents, servants or employees performing Work pursuant to this Contract any and all compensation and benefits. The County will have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, federal, state, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of Contractor.
- 8.22.3 Contractor understands and agrees that all persons performing Work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of Contractor and not employees of the County. Contractor is solely liable and responsible for furnishing all

Workers' Compensation benefits to all its agents, servants, or employees as a result of any injuries arising from or connected with any Work performed by or on behalf of Contractor pursuant to this Contract.

### **8.23 Indemnification**

Contractor must indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers ("County Indemnitees") from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from and/or relating to this Contract, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees.

### **8.24 General Provisions for all Insurance Coverage**

8.24.1 Without limiting Contractor's indemnification of the County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor must provide and maintain at its own expense insurance coverage satisfying the requirements specified in Paragraphs 8.24 (General Provisions of all Insurance Coverage) and 8.25 (Insurance Coverage) of this Contract. These minimum insurance coverage terms, types and limits (the "required insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract.

8.24.2 The County in no way warrants that the required insurance is sufficient to protect Contractor from liabilities which may arise from or relate to this Contract.

#### **8.24.3 Evidence of Coverage and Notice to County**

8.24.3.1 Certificate(s) of insurance coverage (Certificate) satisfactory to the County, and a copy of an Additional Insured endorsement confirming the County and its Agents (defined below) has been given Insured status under Contractor's General Liability policy, must be delivered to the County at the address listed in Exhibit D (County's Administration), and provided prior to commencing Services under this Contract.

8.24.3.2 Renewal Certificates must be provided to the County not less than ten Days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Subcontractor insurance policies at any time.

8.24.3.3 Certificates must identify all required insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The insured party named on

the Certificate must match the name of Contractor identified as the contracting party in this Contract. Certificates must provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding \$50,000, and list any County required endorsement forms.

- 8.24.3.4 Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by Contractor, its insurance broker(s) and/or insurer(s), will be construed as a waiver of any of the required insurance provisions.
- 8.24.3.5 Certificates and copies of any required endorsements must be sent to the County's Contract Compliance Manager identified in Exhibit D (County's Administration).
- 8.24.3.6 Contractor also must promptly report to the County any injury or property damage accident or incident, including any injury to Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also must promptly notify the County of any third-party claim or suit filed against Contractor or any of its Subcontractors which arises from or relates to this Contract and could result in the filing of a claim or lawsuit against Contractor and/or the County.

#### **8.24.4 Additional Insured Status and Scope of Coverage**

The County, its Special Districts, Elected Officials, Officers, Agents, employees, and volunteers (collectively County and its Agents) must be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. The County and its Agents additional insured status must apply with respect to liability and defense of suits arising out of Contractor's acts or omissions, whether such liability is attributable to Contractor or to the County. The full policy limits and scope of protection also must apply to the County and its Agents as an additional insured, even if they exceed the County's minimum required insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the required insurance provisions herein.

#### **8.24.5 Cancellation of or Changes in Insurance**

Contractor must provide the County with, or Contractor's insurance policies must contain a provision that the County will receive, written

notice of cancellation or any change in required insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice will be provided to the County at least ten Days in advance of cancellation for non-payment of premium and 30 Days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in required insurance may constitute a material breach of this Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

**8.24.6 Failure to Maintain Insurance**

Contractor's failure to maintain or to provide acceptable evidence that it maintains the required insurance will constitute a material breach of this Contract, upon which the County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. The County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the County may purchase the required insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.

**8.24.7 Insurer Financial Ratings**

Coverage must be placed with insurers acceptable to the County with A.M. Best ratings of not less than A: VII unless otherwise approved in advance by the County.

**8.24.8 Contractor's Insurance Must Be Primary**

Contractor's insurance policies, with respect to any claims related to this Contract, must be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage must be in excess of and not contribute to any Contractor coverage.

**8.24.9 Waivers of Subrogation**

To the fullest extent permitted by law, Contractor hereby waives its rights and its insurer(s)' rights of recovery against the County under all the required insurance for any loss arising from or relating to this Contract. Contractor must require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

**8.24.10 Subcontractor Insurance Coverage Requirements**

Contractor must include all Subcontractors as insureds under Contractor's own policies or must provide the County with each Subcontractor's separate evidence of insurance coverage. Contractor will be responsible for verifying each Subcontractor complies with the required insurance provisions herein and must require that each Subcontractor name the County and Contractor as additional insureds

on the Subcontractor's General Liability policy. Contractor must obtain the County's prior review and approval of any Subcontractor request for modification of the required insurance.

**8.24.11 Deductibles and Self-Insured Retentions (SIRs)**

Contractor's policies will not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond must be executed by a corporate surety licensed to transact business in the State of California.

**8.24.12 Claims Made Coverage**

If any part of the required insurance is written on a claims made basis, any policy retroactive date will precede the effective date of this Contract. Contractor understands and agrees it will maintain such coverage for a period of not less than three years following Contract expiration, termination, or cancellation.

**8.24.13 Application of Excess Liability Coverage**

Contractors may use a combination of primary and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies to satisfy the required insurance provisions.

**8.24.14 Separation of Insureds**

All liability policies must provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

**8.24.15 Alternative Risk Financing Programs**

The County reserves the right to review and then approve Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the required insurance provisions. The County and its Agents must be designated as an Additional Covered Party under any approved program.

**8.24.16 County Review and Approval of Insurance Requirements**

The County reserves the right to review and adjust the required insurance provisions, conditioned upon the County's determination of changes in risk exposures.



## 8.25 Insurance Coverage

**8.25.1 Commercial General Liability** insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming the County and its Agents as an additional insured, with limits of not less than:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

**8.25.2 Automobile Liability** insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance must cover liability arising out of Contractor's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

**8.25.3 Workers Compensation and Employers' Liability** insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also must include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer. The written notice must be provided to the County at least ten Days in advance of cancellation for non-payment of premium and 30 Days in advance for any other cancellation or policy change. If applicable to Contractor's operations, coverage also must be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

### 8.25.4 Unique Insurance Coverage

#### 8.25.4.1 Sexual Misconduct Liability

Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than \$2 million per claim and \$2 million aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature.

#### **8.25.4.2 Professional Liability-Errors and Omissions**

Insurance covering Contractor's liability arising from or related to this Contract, with limits of not less than \$1 million per claim and \$2 million aggregate. Further, Contractor understands and agrees it must maintain such coverage for a period of not less than three years following this Contract's expiration, termination or cancellation.

#### **8.25.4.3 Cyber Liability Insurance**

Contractor must secure and maintain cyber liability insurance coverage with limits of \$2 million per occurrence and \$2 million in the aggregate during the Term of this Contract, including coverage for: network security liability; privacy liability; privacy regulatory proceeding, defense, response, expenses and fines; technology professional liability (errors and omissions); privacy breach expense reimbursement (liability arising from the loss or disclosure of County Information no matter how it occurs); System breach; denial or loss of service; introduction, implantation, or spread of malicious software code; unauthorized access to or use of computer systems; and data/information loss and business interruption; any other liability or risk that arises out of this Contract. Contractor must add the County as an additional insured to its cyber liability insurance policy and provide to the County certificates of insurance evidencing the foregoing upon the County's request. The procuring of the insurance described herein, or delivery of the certificates of insurance described herein, will not be construed as a limitation upon Contractor's liability or as full performance of its indemnification obligations hereunder. No exclusion/restriction for unencrypted portable devices/media may be on the policy. Please note that the limit above is the minimum limit, and the County reserves the right to increase this limit based on its final assessment of the project during the contract negotiations.

### **8.26 Liquidated Damages**

- 8.26.1 If, in the judgment of the Sheriff, or his authorized designee, Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Sheriff, at his option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from Contractor's invoice for Work not performed. A description of the Work not performed and the amount to be withheld or deducted from payments to Contractor from the County, will be

forwarded to Contractor by the Sheriff, or his designee, in a written notice describing the reasons for said action.

- 8.26.2 If the Sheriff, or his authorized designee, determines that there are deficiencies in the performance of this Contract that the Sheriff or his authorized designee, deems are correctable by Contractor over a certain time span, the Sheriff or his authorized designee, will provide a written notice, using Exhibit O (Contract Discrepancy Report), to Contractor to correct the deficiency within specified time frames. Should Contractor fail to correct deficiencies within said time frame, the Sheriff or his designee, may:
- a. Deduct from Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum, and/or
  - b. Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages, as specified in Attachment A-2 (Performance Requirements Summary (PRS)), to Exhibit A (Statement of Work) hereunder, and that Contractor will be liable to the County for liquidated damages in said amount. Said amount will be deducted from the County's payment to Contractor, and/or
  - c. Upon giving five Days notice to Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the Work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to Contractor from the County, as determined by the County.
- 8.26.3 The action noted in Paragraph 8.26.2 above, must not be construed as a penalty, but as adjustment of payment to Contractor to recover the County cost due to the failure of Contractor to complete or comply with the provisions of this Contract.
- 8.26.4 This Paragraph 8.26 will not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law, and must not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

## **8.27 Most Favored Public Entity**

If Contractor's prices decline, or should Contractor, at any time during the Term of this Contract, provide similar goods or Services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the state or to any other state, county or municipality at prices below those set forth in this Contract, then such lower prices will be immediately extended to the County.

The County will have the right, at the County's expense, to utilize a County auditor or an independent auditor to verify Contractor's compliance with this Paragraph 8.27 by review of Contractor's books and records.

## **8.28 Nondiscrimination and Affirmative Action**

- 8.28.1 Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and must be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable federal and state anti-discrimination laws and regulations.
- 8.28.2 Contractor certifies to the County each of the following:
- a. That Contractor has a written policy statement prohibiting discrimination in all phases of employment,
  - b. That Contractor periodically conducts a self-analysis or utilization analysis of its work force,
  - c. That Contractor has a system for determining if its employment practices are discriminatory against protected groups, and
  - d. Where problem areas are identified in employment practices, that Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables.
- 8.28.3 Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable federal and state anti-discrimination laws and regulations. Such action must include, but is not limited to, employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 8.28.4 Contractor certifies and agrees that it will deal with its Subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 8.28.5 Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies will comply with all applicable federal and state laws and regulations to the end that no person will, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

- 8.28.6 Contractor must allow County representatives access to Contractor's employment records during regular business hours to verify compliance with the provisions of this Paragraph 8.28 when so requested by the County.
- 8.28.7 If the County finds that any provisions of this Paragraph 8.28 have been violated, such violation will constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated federal or state anti-discrimination laws or regulations will constitute a finding by the County that Contractor has violated the anti-discrimination provisions of this Contract.
- 8.28.8 The parties agree that in the event Contractor violates any of the anti-discrimination provisions of this Contract, the County will, at its sole option, be entitled to the sum of \$500 for each such violation as allowed under California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.
- 8.28.9 The terms and procedures of this Paragraph will also apply to Subcontractors, consultants and partners of Contractor performing Work under this Contract.

### **8.29 Non-Exclusivity**

Nothing herein is intended nor will be construed as creating any exclusive arrangement with Contractor. This Contract will not restrict the County from acquiring similar, equal or like goods and/or Services from other entities or sources.

### **8.30 Notice of Delays**

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party will, within one Business Day, give notice thereof, including all relevant information with respect thereto, to the other party.

### **8.31 Notice of Disputes**

Contractor will bring to the attention of County Project Director any dispute between the County and Contractor regarding the performance of Services as stated in this Contract. If County Project Manager or County Project Director is not able to resolve the dispute, the Sheriff or his authorized designee, will resolve it.

### **8.32 Notice to Employees Regarding the Federal Earned Income Credit**

Contractor must notify its employees, and must require each Subcontractor to notify its employees, that they may be eligible for the Federal Earned Income

Credit under the federal income tax laws. Such notice will be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

### **8.33 Notice to Employees Regarding the Safely Surrendered Baby Law**

Contractor must notify and provide to its employees, and will require each Subcontractor to notify and provide to its employees, information regarding the Safely Surrendered Baby Law, its implementation in the County, and where and how to safely surrender a baby. The information is set forth in Exhibit G (Safely Surrendered Baby Law). Additional information is available at <https://lacounty.gov/residents/family-services/child-safety/safe-surrender/>.

### **8.34 Notices**

All notices or demands required or permitted to be given or made under this Contract must be in writing and can be hand delivered with signed receipt or mailed by first class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibits D (County's Administration) and E (Contractor's Administration) of this Contract. Addresses may be changed by either party giving ten Days prior written notice thereof to the other party. County Project Director will have the authority to issue all notices or demands required or permitted by the County under this Contract.

### **8.35 Prohibition Against Inducement or Persuasion**

Notwithstanding the above, Contractor and the County agree that, during the entire Term of this Contract and for a period of one year thereafter, neither party will in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

### **8.36 Public Records Act**

8.36.1 Any documents submitted by Contractor; all information obtained in connection with the County's right to audit and inspect Contractor's documents, books, and accounting records pursuant to Paragraph 8.38 (Record Retention and Inspection-Audit Settlement) of this Contract; as well as those documents which were required to be submitted in response to the RFP used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and will be regarded as public records. Exceptions will be those elements in the [California Government Code Section 7921 et seq.](#) (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County will not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

8.36.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents,

information, books, records, and/or contents of a proposal marked “trade secret”, “confidential”, or “proprietary”, Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney’s fees, in action or liability arising under the Public Records Act.

### **8.37 Publicity**

- 8.37.1 Contractor will not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing Contractor’s need to identify its Services and related clients to sustain itself, the County will not inhibit Contractor from publishing its role under this Contract within the following conditions:
- a. Contractor will develop all publicity material in a professional manner, and
  - b. During the Term of this Contract, Contractor will not, and will not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name or any seals of the County or its departments without the prior written consent of County Project Director. The County will not unreasonably withhold consent.
- 8.37.2 Contractor may, without the prior written consent of the County, indicate in its proposals and sales materials that it has been awarded this Contract with the County, provided that the requirements of this Paragraph 8.37 will apply.

### **8.38 Record Retention and Inspection-Audit Settlement**

- 8.38.1 Contractor must maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. Contractor must also maintain accurate and complete employment and other records relating to its performance of this Contract. Contractor agrees that the County, or its authorized representatives, will have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, must be kept and maintained by Contractor and must be made available to the County during the Term of this Contract and for a period of five years thereafter unless the County’s written permission is given to dispose of any such material prior to such time. All such material must be maintained by Contractor at a location in the County, provided that if any such material is located outside the County, then, at the County’s option, Contractor must pay the County for travel, per diem, and other

costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

- 8.38.2 In the event that an audit of Contractor is conducted specifically regarding this Contract by any federal or state auditor, or by any auditor or accountant employed by Contractor or otherwise, then Contractor must file a copy of such audit report with the County's Auditor Controller within 30 Days of Contractor's receipt thereof, unless otherwise provided by applicable federal or state law or under this Contract. Subject to applicable law, the County will make a reasonable effort to maintain the confidentiality of such audit report(s).
- 8.38.3 Failure on the part of Contractor to comply with any of the provisions of this Paragraph 8.38 (Record Retention and Inspection-Audit Settlement) will constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.
- 8.38.4 If, at any time during the Term of this Contract or within five years after the expiration or termination of this Contract, representatives of the County conduct an audit of Contractor regarding the Work performed under this Contract, and if such audit finds that the County's dollar liability for any such Work is less than payments made by the County to Contractor, then the difference will be either: a) repaid by Contractor to the County by cash payment upon demand, or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to Contractor from the County, whether under this Contract or any other agreement. If such audit finds that the County's dollar liability for such Work is more than the payments made by the County to Contractor, then the difference will be paid to Contractor by the County by cash payment, provided that in no event will the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

### **8.39 Recycled Bond Paper**

Consistent with the Board policy to reduce the amount of solid waste deposited at the County landfills, Contractor agrees to use recycled-content paper to the maximum extent possible on this Contract.

### **8.40 Subcontracting**

- 8.40.1 The County has relied, in entering into this Contract, on the reputation of and on obtaining the personal performance of Contractor, and more specifically Contractor's staff. The requirements of this Contract cannot be subcontracted by Contractor without the advance written approval of the County. Any attempt by Contractor to subcontract any performance of this Contract without prior written approval will be null and void and will be deemed a material breach of this Contract, upon which the County may immediately terminate this Contract.



8.40.2 In the event Contractor seeks to subcontract any portion of its performance of this Contract by Contractor's staff, Contractor must first provide to the County, in writing, a notice regarding such proposed Subcontract, which must include:

- a. The reasons for the Subcontract,
- b. Identification of the proposed Subcontractor and an explanation of why and how the proposed Subcontractor was selected,
- c. A detailed description of the Work to be provided by the proposed Subcontractor,
- d. Confidentiality provisions applicable to the proposed Subcontractor, and if applicable its officers, employees and agents, which would be incorporated into the Subcontract,
- e. Required County forms including: (i) Exhibit F1 (Contractor Acknowledgement, Confidentiality and Copyright Assignment Agreement), (ii) Exhibit G (Safely Surrendered Baby Law), and (iv) any other standard County-required provisions,
- f. A representation from Contractor that:
  - i. The proposed Subcontractor is qualified to provide the Work for which Subcontractor is being hired,
  - ii. Either the proposed Subcontractor maintains the insurance required by this Contract or Contractor has procured and maintains such insurance coverage for the proposed Subcontractor,
  - iii. Either Contractor and/or the proposed Subcontractor will be liable and responsible for all of Subcontractor's taxes, payments, and compensation, including compensation to its employees, related to the performance of Work under this Contract, and
  - iv. Either Contractor and/or the proposed Subcontractor must indemnify the County under all the same terms and conditions as the indemnification provisions of this Contract.
- g. Other pertinent information and/or certifications reasonably requested by the County.

8.40.3 The County will review Contractor's request to Subcontract and determine on a case-by-case basis whether to consent to such request, which consent will not be unreasonably withheld.

8.40.4 Notwithstanding any provision of this Contract to the contrary, whether expressly or by implication, Contractor must indemnify, defend and hold harmless the County and its officers, employees and its agents, from and against any and all claims, demands, liabilities, damages, costs and

expenses, including, but not limited to, defense costs and legal, accounting or other expert consulting or professional fees in any way arising from or related to Contractor's use of any Subcontractor, including without limitation any officers, employees or agents of any Subcontractor, in the same manner as required for Contractor of its officers, employees and agents under this Contract.

8.40.5 Notwithstanding any other provision of this Paragraph 8.40, Contractor will remain fully responsible for all performance required under this Contract, including those which Contractor has determined to Subcontract, including but not limited to, the obligation to properly supervise, coordinate and provide all Work required under this Contract. All Subcontracts must be made in the name of Contractor and will not bind nor purport to bind the County. Furthermore, subcontracting of any Work under this Contract will not be construed to limit in any way, Contractor's performance, obligations or responsibilities to the County or limit, in any way, any of the County's rights or remedies contained in this Contract.

8.40.6 Subcontracting of any Work performed by Contractor's staff under this Contract will not waive the County's right to prior and continuing approval of any or all such Contractor's staff pursuant to the provisions of Paragraph 7.3 (Approval of Contractor's Staff) of this Contract, including any subcontracted members of Contractor's staff. Contractor must notify its Subcontractors of the County's right to approve or disapprove each member or proposed member of staff providing Services or on-site Work to the County under this Contract or with access to any County data or information, including County's Confidential Information, System Data and other County Materials, prior to and during their performance of any Work hereunder, as well as to approving or disapproving any proposed deletions from or other changes in such Contractor staff.

8.40.7 Notwithstanding subcontracting by Contractor of any Work under this Contract, Contractor will be solely liable and responsible for any and all payments and other compensation to all Subcontractors, and their respective officers, employees, agents, and successors in interest, for any Services performed by Subcontractors under this Contract.

8.40.8 In the event that the County consents to any subcontracting, such consent will apply to each particular Subcontract only and will not be, nor should be construed to be, a waiver of this Paragraph 8.40 or a blanket consent to any further subcontracting.

#### **8.41 Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program**

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 8.14 (Contractor's Warranty of Adherence to County's Child Support

Compliance Program) above, will constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of Contractor to cure such default within 90 Days of written notice will be grounds upon which the County may terminate this Contract pursuant to Paragraph 8.43 (Termination for Default) below, and pursue debarment of Contractor, pursuant to [County Code Chapter 2.202](#).

## **8.42 Termination for Convenience**

- 8.42.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of Work hereunder will be effectuated by notice of termination to Contractor specifying the extent to which performance of Work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective will be no less than 30 Days after the notice is sent.
- 8.42.2 After receipt of a notice of termination and except as otherwise directed by the County, Contractor must:
- Stop Work under this Contract on the date and to the extent specified in such notice, and
  - Complete performance of such part of the Work, as well as Work not affected by the notice, using the same quality of Work, as if Contractor had not been terminated by such notice.
- 8.42.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of Contractor under this Contract must be maintained by Contractor in accordance with Paragraph 8.38 (Record Retention and Inspection-Audit Settlement) above.

## **8.43 Termination for Default**

- 8.43.1 The County may, by written notice to Contractor, terminate the whole or any part of this Contract if:
- a. Contractor fails to timely provide and/or satisfactorily perform any Service or other Work required either under this Contract, or
  - b. Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or
  - c. Contractor fails to make progress as to endanger performance of this Contract in accordance with its terms, or
  - d. Contractor in performance of Work under this Contract fails to comply with the requirements of this Contract, including but not limited to Exhibit A (Statement of Work), or
  - e. Contractor fails to perform or comply with any other provisions of this Contract or materially breaches this Contract; and, unless a shorter cure period is expressly provided in this Contract, does not cure such

failure or fails to correct such failure or breach within 30 Days (or such longer period as the County may authorize in writing) of receipt of written notice from the County specifying such failure or breach, except that Contractor must be entitled to any cure period, and the County may terminate immediately, in the event that Contractor's failure to perform or comply is not reasonably capable of being cured.

- 8.43.2 If, after the County has given notice of termination under the provisions of this Paragraph 8.43 (Termination for Default), it is determined by the County that Contractor was not in default, or that the default was excusable, the rights and obligations of the parties will be the same as if the notice of termination had been issued pursuant to Paragraph 8.42 (Termination for Convenience) above.
- 8.43.3 The rights and remedies of the County provided in this Paragraph 8.43 are not exclusive and are in addition to any other rights and remedies provided by law and/or under this Contract.

#### **8.44 Termination for Improper Consideration**

- 8.44.1 The County may, by written notice to Contractor, immediately terminate the right of Contractor to proceed under this Contract if it is found that improper consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County elected official, officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, Amendment, or extension of this Contract or the making of any determinations with respect to Contractor's performance pursuant to this Contract. In the event of such termination, the County will be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.
- 8.44.2 Contractor must immediately report any attempt by a County elected official, officer, employee, or agent to solicit such improper consideration. The report must be made to the Los Angeles County Fraud Hotline at (800) 544-6861 or <https://fraud.lacounty.gov/>.
- 8.44.3 Improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts or other such items and means.

#### **8.45 Termination for Insolvency**

- 8.45.1 The County may terminate this Contract immediately and without delay if any of the following occur:
  - a. Insolvency of Contractor. Contractor will be deemed to be insolvent if it has ceased to pay its debts for at least 60 Days in the ordinary course of business or cannot pay its debts as they become due, whether a petition has been filed under the Federal Bankruptcy Code

and whether or not Contractor is insolvent within the meaning of the Federal Bankruptcy Code,

- b. The filing of a voluntary or involuntary petition regarding Contractor under the Federal Bankruptcy Code,
- c. The appointment of a Receiver or Trustee for Contractor, or
- d. The execution by Contractor of a general assignment for the benefit of creditors.

8.45.2 The rights and remedies of the County provided in this Paragraph 8.45 are not exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

#### **8.46 Termination for Non-Adherence of County Lobbyist Ordinance**

Contractor, and each County Lobbyist or County Lobbying firm (as defined in [County Code Section 2.160.010](#)) retained by Contractor, must fully comply with this County Lobbyist Ordinance. Failure on the part of the contractor or any County Lobbyist or County Lobbying firm retained by the contractor to fully comply with the County's Lobbyist Ordinance will constitute a material breach of this Contract, upon which the County may in its sole discretion, immediately terminate or suspend this Contract.

#### **8.47 Termination for Non-Appropriation of Funds**

Notwithstanding any other provision of this Contract, the County will not be obligated for the contractor's performance hereunder or by any provision of this Contract during any of the County's future fiscal years unless and until the Board appropriates funds for this Contract in the County's budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract will terminate as of June 30 of the last fiscal year for which funds were appropriated. The County will notify the contractor in writing of any such non-allocation of funds at the earliest possible date.

#### **8.48 Validity**

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

#### **8.49 Waiver**

No breach of any provision hereof can be waived unless in writing. No waiver by the County of any breach of any provision of this Contract will constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract will not be construed as a waiver thereof. The rights and remedies set forth in this Paragraph 8.49 will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

## **8.50 Warranty Against Contingent Fees**

8.50.1 Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by Contractor for the purpose of securing business.

8.50.2 For breach of this warranty, the County has the right to terminate this Contract and, at its sole discretion, may deduct from the Contract price, the consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

## **8.51 Warranty of Compliance with County's Defaulted Property Tax Reduction Program**

Contractor acknowledges that the County has established a goal of ensuring that all individuals and businesses that benefit financially from the County through this Contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the Term of this Contract will maintain compliance, with [Los Angeles County Code Chapter 2.206](#).

## **8.52 Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Property Tax Reduction Program**

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 8.51 (Warranty of Compliance with County's Defaulted Property Tax Reduction Program) above, will constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of Contractor to cure such default within ten Days of notice will be grounds upon which the County may terminate this Contract and/or pursue debarment of Contractor, pursuant to [County Code Chapter 2.206](#).

## **8.53 Time Off for Voting**

Contractor must notify its employees and must require each Subcontractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than ten Days before every statewide election, every Contractor and Subcontractors must keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of California Elections Code Section 14000.

#### **8.54 Compliance with County's Zero Tolerance Policy on Human Trafficking**

Contractor acknowledges that the County has established a Zero Tolerance Policy on Human Trafficking prohibiting Contractors from engaging in human trafficking.

If a Contractor or member of Contractor's staff is convicted of a human trafficking offense, the County will require that Contractor or member of Contractor's staff be removed immediately from performing Services under the Contract. The County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.

Disqualification of any member of Contractor's staff pursuant to this Paragraph 8.54 will not relieve Contractor of its obligation to complete all Work in accordance with the terms and conditions of this Contract.

#### **8.55 Intentionally Omitted**

#### **8.56 Compliance with Fair Chance Employment Hiring Practices**

Contractor, and its Subcontractors, must comply with fair chance employment hiring practices set forth in California Government Code Section 12952. Contractor's violation of this Paragraph of this Contract may constitute a material breach of this Contract. In the event of such material breach, the County may, in its sole discretion, terminate this Contract.

#### **8.57 Compliance with the County Policy of Equity**

Contractor acknowledges that the County takes its commitment to preserving the dignity and professionalism of the workplace very seriously, as set forth in the County Policy of Equity (CPOE) (<https://ceop.lacounty.gov/>). Contractor further acknowledges that the County strives to provide a workplace free from discrimination, harassment, retaliation and inappropriate conduct based on a protected characteristic, and which may violate the CPOE. Contractor, its employees, and Subcontractors acknowledge and certify receipt and understanding of the CPOE. Failure of Contractor, its employees, or its Subcontractors to uphold the County's expectations of a workplace free from harassment and discrimination, including inappropriate conduct based on a protected characteristic, may subject Contractor to termination of this Contract and other contractual agreements, as well as civil liability.

#### **8.58 Prohibition from Participation in Future Solicitation(s)**

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 assisted in developing or preparing any of the solicitation materials on behalf of the County. A violation of this provision will result in the disqualification of Contractor/Proposer from participation in the County solicitation or the termination or cancellation of any



resultant County contract. This provision will survive the expiration or termination of this Contract.

#### **8.59 Injury and Illness Prevention Program**

Contractor will be required to comply with the State of California's Cal OSHA's regulations. California Code of Regulations, Title 8, Section 3203 requires all California employers to have a written, effective Injury and Illness Prevention Program (IIPP) that addresses hazards pertaining to the particular workplace covered by the program.

#### **8.60 Campaign Contribution Prohibition Following Final Decision in Contract Proceeding**

Pursuant to [Government Code Section 84308](#), Contractor and its Subcontractors, are prohibited from making a contribution of more than \$250 to a County officer for 12 months after the date of the final decision in the proceeding involving this Contract. Failure to comply with the provisions of [Government Code Section 84308](#) and of this Paragraph, may be a material breach of this Contract as determined in the sole discretion of the County.

#### **8.61 Retention of County Information**

Contractor must not retain any County information for any period longer than necessary for Contractor to fulfill its obligations under this Contract and applicable law.

#### **8.62 Arms Length Negotiations**

This Contract is the product of arms length negotiations between Contractor and the County, with each party having had the opportunity to receive advice from and representation by independent counsel of its own choosing. As such, the parties agree that this Contract is to be interpreted as fair between them and is not to be strictly construed against either party as drafter or creator.

#### **8.63 No Guaranty of Work**

This Contract is intended to provide the County with an offender monitoring Service and related Work on an 'as-needed' basis. As such, the County does not promise, guaranty, or warrant that it will utilize any particular level of Contractor Services, or any Service of Contractor at all during the Term of this Contract. The determination as to the need for such Services will rest solely within the discretion of the County.

#### **8.64 Access to County Facilities**

Contractor, its employees, and agents, may be granted access to County facilities, subject to Contractor's prior notification to County Project Manager, for the purpose of executing Contractor's obligations hereunder. Contractor will have no tenancy, or any other property or other rights in County facilities.



## 9.0 UNIQUE TERMS AND CONDITIONS

### 9.1 Compliance with County's Women in Technology Hiring Initiative

At the direction of the Board, the County has established a "Women in Technology" (WIT) Hiring Initiative focused on recruiting, training, mentoring and preparing all genders, including women, at-risk youth, and underrepresented populations (program participants) for County Information Technology (IT) careers. In support of the subject initiative, IT contractors currently offering certification, training, and/or mentoring programs must make such program(s) available to WIT program participants, if feasible. Contractors must report available programs to: [WITProgram@isd.lacounty.gov](mailto:WITProgram@isd.lacounty.gov).

## 10.0 Survival

In addition to any terms and conditions of this Contract that expressly survive expiration or termination of this Contract by their terms, the following provisions will survive the expiration or termination of this Contract for any reason:

- Paragraph 1.0 (Applicable Documents)
- Paragraph 2.0 (Definitions)
- Paragraph 3.0 (Work)
- Paragraph 5.4 (No Payment for Services Provided Following Expiration/Termination of Agreement)
- Paragraph 7.6 (Confidentiality and Security)
- Paragraph 8.1 (Amendments and Change Notices)
- Paragraph 8.6 (Compliance with Applicable Law)
- Paragraph 8.2 (Assignment and Delegation/Mergers or Acquisitions)
- Paragraph 8.19 (Fair Labor Standards)
- Paragraph 8.20 (Force Majeure)
- Paragraph 8.21 (Governing Law, Jurisdiction, and Venue)
- Paragraph 8.23 (Indemnification)
- Paragraph 8.24 (General Provisions for all Insurance Coverage)
- Paragraph 8.25 (Insurance Coverage)
- Paragraph 8.26 (Liquidated Damages)
- Paragraph 8.34 (Notices)
- Paragraph 8.38 (Record Retention and Inspection/Audit Settlement)
- Paragraph 8.42 (Termination for Convenience)
- Paragraph 8.43 (Termination for Default)

Paragraph 8.48 (Validity and Severability)

Paragraph 8.49 (Wavier)

Paragraph 8.58 (Prohibition from Participation in Future Solicitation(s))

Paragraph 8.60 (Campaign Contribution Prohibition Following Final Decision in Contract Proceeding)

Paragraph 10.0 (Survival)

DRAFT

IN WITNESS WHEREOF, Contractor has executed this Contract, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Contract 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, the Day and year first above written.

**COUNTY OF LOS ANGELES**

By:

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

**CONTRACTOR**

By: *Dennis Fuller*

\_\_\_\_\_  
Its Authorized Representative

Dennis Fuller  
\_\_\_\_\_  
Printed Name

CFO  
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Title

06/25/2024  
\_\_\_\_\_  
Date

ATTEST:

Edward Yen, Executive Officer  
of the Board of Supervisors

By: \_\_\_\_\_

APPROVED AS TO FORM:

DAWYN R. HARRISON  
County Counsel

**Cammy C.  
DuPont** Digitally signed by  
Cammy C. DuPont  
Date: 2024.06.04  
15:24:08 -0700

By: \_\_\_\_\_  
Cammy C. DuPont,  
Principal Deputy County Counsel

**EXHIBIT A**

**STATEMENT OF WORK  
FOR  
LOS ANGELES COUNTY OFFENDER  
MONITORING SERVICES**

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## **STATEMENT OF WORK ATTACHMENTS**

ATTACHMENT A-1: XML SYSTEM INTERFACE WITH RAJIS

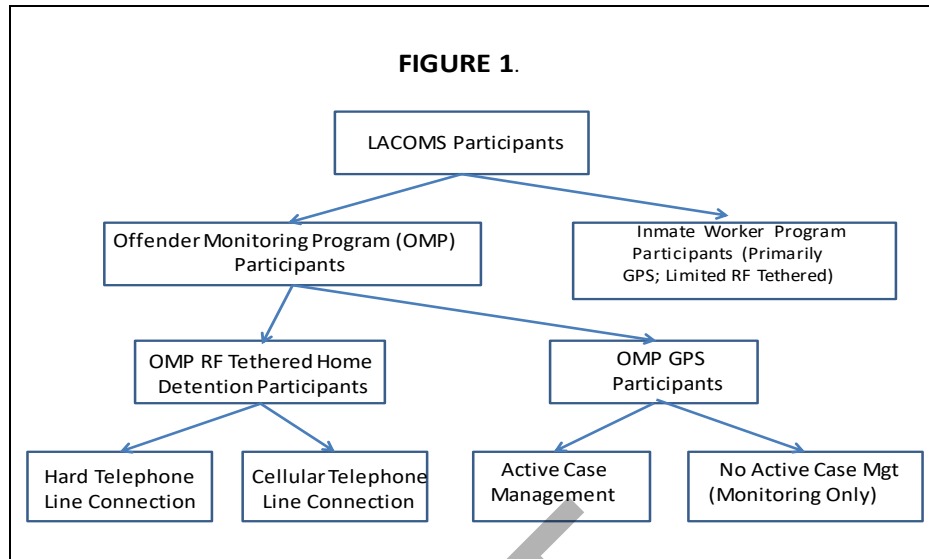
ATTACHMENT A-2: PERFORMANCE REQUIREMENTS SUMMARY (PRS)  
CHART

DRAFT

## **STATEMENT OF WORK**

### **1.0 INTRODUCTION**

- 1.1 This Statement of Work (SOW) defines the scope of Work, specific Work requirements, responsibilities, and quality control plan for the Los Angeles County Offender Monitoring Service (LACOMS) program for the Los Angeles County (County) Sheriff's Department (Department). Capitalized terms not defined herein may be found in Paragraph 2.0 (Definitions) of the Contract.
- 1.2 The LACOMS program will be a turnkey operation with Contractor providing ongoing electronic offender monitoring services (Services) throughout the Term of the Contract. It will not be necessary to change the Department's technical infrastructure to support LACOMS, as the Global Positioning System (GPS), cellular, and Radio Frequency (RF) tethered systems are all external to the Sheriff's Data Network. Authorized Department staff will access Contractor's web-based System (System) over a secure internet connection.
- 1.3 The target populations for participation for the LACOMS program includes, but is not limited to:
- 1.3.1 Offender Monitoring Program (OMP) Participants - a population consisting of Department-designated offenders who will be offered the opportunity to serve a portion of their sentence outside of jail confinement using electronic offender monitoring devices (Tracking Devices). Non-sentenced offenders may also be placed on electronic offender monitoring via Tracking Devices.
    - 1.3.1.1 A subset of the OMP Participant population will require GPS tracking for travel within specified zones and for specified time frames.
    - 1.3.1.2 Another subset of OMP Participants confined solely to their home will require Active Monitoring using RF tethered tracking. At the option of the Department, some of these OMP Participants will require Active Case Management by Contractor.
  - 1.3.2 Inmate Worker Program (IWP) Participants – a population consisting of inmates remaining in custody but who are allowed to participate in various work programs using electronic offender monitoring via Tracking Devices. This population consists of IWP Participants assigned to work at outdoor locations, as well as IWP Participants assigned to Department patrol stations or various other Department jail facilities.
  - 1.3.3 See Figure 1 below for a breakdown of the LACOMS Participants.



1.3.4 The County reserves the right to add additional target populations for participation in the program at any time during the Term of the Contract.

1.4 The goals and objectives for the LACOMS program include the following:

- a. Increase the availability of jail beds for high-risk inmates and, consequently, increase the percentage of jail sentence time actually served;
- b. Reduce the overall cost of detention by providing the LACOMS program as an alternative to incarceration for selected inmates;
- c. Provide a mechanism to efficiently and effectively manage the influx of inmates resulting from the state prison realignment initiative;
- d. Improve public safety in neighborhoods impacted by inmate worker programs;
- e. Ensure the timely apprehension of Participants that are not compliant with the conditions of the program; and
- f. Reduce the frequency of escapes by inmate workers.

## **2.0 SCOPE OF SERVICE**

2.1 Contractor must provide electronic offender monitoring services using both RF tethered and GPS/cellular technologies on a 24/7 hour basis. For some Participants designated by the Department, Contractor must provide Active Case Management Services as outlined in this SOW. The Department anticipates, but does not guarantee, a potential average daily enrollment of 500 LACOMS program Participants. Although, the actual numbers may fluctuate, it is anticipated for planning purposes that OMP Participants will be placed on either RF tethered or



GPS monitoring with or without Active Case Management. IWP Participants may be equipped with either technology depending on their assignment and the physical constraints of the facility in which they are housed.

2.2 Contractor must provide a single-unit Tracking Device, which is waterproof and shockproof, that attaches to the ankle of each Participant for purposes of tracking the whereabouts of such Participant at all times, consistent with the rules for participation in the LACOMS program.

2.2.1 Contractor must provide the following two distinct levels of tracking:

- GPS tracking combined with indoor tracking via cell tower triangulation that provides universal coverage, and
- RF tethered for home or limited-area detention.

2.2.2 The Tracking Device must be equipped to provide alcohol-use monitoring of the Participant using transdermal monitoring technology, at the sole discretion of the County.

2.3 Contractor must provide, maintain, and support all Equipment (including, but not limited to Tracking Devices, transmitters, receivers, base stations, and accessories) required to deliver the Services and meet the Requirements of the Contract.

2.4 Contractor must provide the following Services for all Participants:

- Enrolling Participants in the program,
- Installing Tracking Devices on Participant's ankles,
- Removing Tracking Devices from Participant's ankles,
- Orientation for all Participants,
- Providing transmitters, receivers, and base stations,
- Establishing Active Case Management Services for select Participants,
- Electronic monitoring of all Participants on a 24/7 continuous basis,
- Responding to alerts as determined by the Department and notifying the Department of such alerts,
- Creating and maintaining Participant case files, and
- Program completion services upon termination of Participant's participation.

2.5 For certain OMP Participants, Contractor must provide Active Case Management. Active Case Management Services must include, but not be limited to:

- Ensuring OMP Participant's program compliance through verification by Contractor's case managers,
- Maintaining curfew schedules as determined by the courts and/or the County,
- Monitoring program participation and location,
- Notifying the Department of non-compliance by OMP Participant, and

- Meeting with OMP Participants face-to-face on a monthly basis.
- 2.6 Contractor must provide the following support Services, including but not be limited to:
- All Equipment for Participants (e.g. tracking devices, transmitters, receivers, and base stations, etc.),
  - Repair or replacement of parts for inoperative Equipment within 24 hours,
  - Installation/operating manuals,
  - A primary and secondary Monitoring Center,
  - A troubleshooting hot-line (with live operator) available 24 hours a day, seven days a week (24/7),
  - Resolution of any System problem within one hour of alert/notification,
  - Capability for the Department to review Participant case file activity through the System,
  - Response to and correction of all alarms (such as tamper alert, low battery, and Equipment malfunction) except for non-compliant alarms which are reported to and resolved by the Department, and
  - Testify in court.

### 3.0 **PROGRAM IMPLEMENTATION PLAN**

- 3.1 The LACOMS program will be implemented in one or more phases to ensure an orderly transition.
- 3.2 Contractor must deliver to County Project Director a draft Project Control Document (PCD) outlining the implementation plan for the LACOMS program within ten Business Days of the effective date of the Contract. The PCD requirements include, but are not limited to the following:
- **Introduction:** Summarize the program implementation plan, review the shared vision for the project, the strategic goal(s) of the project, and how Contractor will contribute to meet the Department's operational objectives.
  - **Project Objectives:** Describe the objectives to be achieved under the project and critical success factors for the Department, all based upon Contractor's recommendations which have been reviewed and refined by the Department, and any assumptions or limitations related to the project's implementation.
  - **Project Scope:** Describe the overall scope of the implementation. The project scope statement acts as a confirmation of overall project scope.
  - **Work Breakdown Structure (WBS):** Identify all activities and tasks required to fully implement, manage, and operate the LACOMS program. As part of the program implementation plan, the WBS provides an outline of the critical steps necessary to execute Equipment procurement, delivery, and installation services to the Department, if applicable.

- **Project Plan:** Following the WBS, the project plan identifies the activities, key milestones, and estimated duration for activities on the project. It also highlights all agreed-to activities, or milestones for which the Department is responsible that will affect the success of the implementation. All project activities and tasks, both Contractor's and the Department's, will be linked into a critical path analysis. Contractor and the Department will review updates to the project plan, including the critical path analysis, on a bi-weekly basis.
- **Project Team:** Identify Contractor's project team and project organization, including defining the roles and responsibilities of the project team members.
- **Risk Assessment & Management:** Identify project risks and mechanisms to handle these risks.

3.3 If required by the Department, an updated PCD must also be submitted on a bi-weekly basis to communicate project progress, identify possible issues, and present strategies for overcoming the identified issues.

#### 4.0 **DEVELOP AND IMPLEMENT INTERFACE TO DEPARTMENT'S JAIL MANAGEMENT SYSTEM**

4.1 Contractor must use web services to develop and implement a customized XML interface to the Department's jail management system, a relational database application known as RAJIS (Replicated Automated Jail Information System), to initially populate Participant demographics and other enrollment data. A technical overview of the relevant interface components is provided in Attachment A-1 (XML System Interface with RAJIS) to this SOW. The Department's key identifiers such as booking number and main number are required to be in the System to identify Participants.

4.2 The Department and Contractor must jointly document the technical specifications to support the development and implementation of the XML interface consistent with Attachment A-1 (XML System Interface with RAJIS) to this SOW. Upon completion of the technical specifications, the customized interface must be implemented within three months of the Contract effective date. The project schedule to develop and implement the XML interface must be documented by Contractor in the PCD, as specified in Paragraph 3.2 of this SOW.

4.3 The interface will initially be implemented to support the one-way transfer of data from the Department's RAJIS to the System (note, that all Personally Identifiable Information (PII) must be encrypted at rest and in transit). At the Department's option, the interface may be updated in the future to support bi-directional transfer of data.

## **5.0 PROJECT PLANNING**

As part of the program implementation plan and prior to the initiation of Work under Paragraph 6.0 (Enrollment), Contractor must complete the following additional Tasks:

- 5.1 Initial configuration of the System for use by authorized Department users, including delivering a Notification Requirements Matrix that provides the parameters for each type of alert. The Notification Requirements Matrix must specify the following: a) whom the Department wants to be notified, b) the timing of notifications, and c) the preferred method of communication, as specified in Exhibit B (Business and Technical Requirements) to the Contract.
- 5.2 Deliver the following documentation to County Project Director:
  - a. A business continuity plan for movement of data and System operations to a backup System within 60 minutes following a System malfunction or failure, as specified in Exhibit B (Business and Technical Requirements), to the Contract.
  - b. A data security plan describing the System's data security and facility security infrastructure. The plan must detail how Contractor prohibits, detects, and reports unauthorized access to the System, as specified in Exhibit B (Business and Technical Requirements) to the Contract.
  - c. A Tracking Device user manual detailing features and technical specifications of the device.
  - d. A training plan in accordance with Paragraph 17.0 (Training Services) of this SOW.
  - e. A data destruction plan in accordance with Paragraph 18.5 (Data Procedures) of this SOW.

## **6.0 ENROLLMENT**

- 6.1 Contractor must enroll Participants located at the Department's Inmate Reception Center (IRC), Century Regional Detention Facility (CRDF), Pitchess Detention Center (PDC) or other designated custody facility, into the System within one Business Day of receiving a referral and enrollment package from the Department. Contractor must accept referrals from the Department via the System, e-mail, and/or telephone calls. The County reserves the right to enroll the Participant and install the Tracking Device, at the County's sole discretion.
  - 6.1.1 The Department will provide Contractor with a referral and an enrollment package for each Participant one Business Day in advance of enrollment in the LACOMS program. The referral will include the Department's staff contact information.
  - 6.1.2 The enrollment package may include, depending on the type of Participant (e.g., OMP, IWP, etc.), the following:

- Type of Participant,
- Personal data,
- Curfew data,
- Location restrictions such as inclusion and exclusion zones,
- Case management requirements,
- Level of monitoring required,
- Pre-release risk assessment, and
- Other data required for enrollment of the Participant.

6.2 The initial enrollment package will normally be transferred electronically from the Department's jail management system to Contractor's database using a customized XML interface, as further described in Attachment A-1 (XML System Interface with RAJIS) of this SOW. Contractor must supplement the electronically transferred enrollment package with additional enrollment data including the creation of an electronic case file for each Participant. At the end of each Business Day, Contractor must provide the County with a report confirming all of that day's enrollments, as further described in Paragraph 16.0 (Management Reports) of this SOW.

6.3 Contractor must establish electronic case files as applicable, to provide a documented record of all Participant information and activities during the time that the Participant is electronically monitored. The electronic case file must contain all Participant documentation, including, at a minimum, the enrollment package and any subsequent program data related to the Participant. Contractor must ensure the confidentiality of all electronic case files and Participant data. All Participant data and electronic case files are property of the County and must be made available to the County at any time upon request.

## **7.0 ORIENTATION AND EQUIPMENT INSTALLATION**

7.1 Within one Business Day of receipt of the referral and enrollment package from the Department, Contractor must install the Tracking Device on Participant during a mutually agreed-upon schedule, as suggested by the Department. Contractor must provide Participant with orientation to familiarize them with the program requirements and the Equipment. Contractor must also provide Participant with: (a) written program rules and regulations, (b) the Department's grievance procedures, (c) Contractor's contact information, and (d) written instructions regarding the Equipment. All written documentation and Equipment instructions must be provided in both English and Spanish.

7.2 The LACOMS Tracking Devices must initially be installed by Contractor for OMP Participants at the Department's IRC, CRDF and PDC. The County reserves the right to add additional installation facilities at any time during the Term of the Contract.

- 7.3 Contractor must instruct OMP Participants who are RF tethered to go home immediately to establish a connection between the Equipment and the Monitoring Center. For any unsuccessful connections, Contractor must perform remote diagnostics and, where necessary, Contractor must make a follow-up technical service call at OMP Participant's home within 24 hours to remedy connection and/or monitoring issues.
- 7.4 Contractor must work with Department staff to ensure that IWP Participants establish a connection between the Equipment and the Monitoring Center. For any unsuccessful connections, Contractor must perform remote diagnostics and, where necessary, Contractor must make a follow-up technical service call at IWP Participants jail facility within 24 hours to remedy connection and/or monitoring issues.

## **8.0 HOURS AND DAYS OF SERVICE**

- 8.1 Contractor staff must be available to provide enrollment, orientation, and Equipment installation/removal services every Business Day, as required by the County. Orientation and installation must take place during business hours, up to two sessions per Business Day. Sessions will be mutually scheduled between the Department and Contractor based on the volume of regularly scheduled referrals. Sessions must begin at the agreed-upon scheduled time and continue until the processing of all referrals has been completed (e.g., M-F, 11am-12pm and 4pm-5pm).
- 8.2 Contractor staff assigned to Active Case Management and/or Active Monitoring must be available to provide alert services 24/7, 365 days a year.

## **9.0 ELECTRONICALLY MONITOR PARTICIPANTS ON A CONTINUOUS BASIS**

- 9.1 Participants must be electronically monitored, accounted, and documented by Contractor's Monitoring Center on a 24/7 hour basis. Non-compliance of the continuous monitoring Requirements will be subject to the assessment of service credits as defined in Attachment A-2 (Performance Requirements Summary (PRS) Chart) to this SOW.
- 9.2 Contractor must send Participant violation alerts to authorized Department staff identified in the referral, via email, text message, and/or voice calls at the sole discretion of the Department. Contractor must make notifications to authorized Department staff, based on the alert type and within the time frames specified in the agreed-upon Notification Requirements Matrix and in Exhibit B (Business and Technical Requirements) to the Contract.
- 9.3 Upon the occurrence of Equipment-related alerts (e.g., power/phone disconnect/reconnect, cannot connect, low battery, shielded), Contractor must contact the OMP Participant to resolve the alerts. After the initial telephone call,

Contractor must place telephone calls to the Participant every two hours until the tamper alert is reset or transmitter is replaced. Contractor must coordinate with the Department to resolve Equipment-related alerts for IWP Participants.

- 9.4 Contractor must maintain records of all notifications which include, but may not be limited to, date/time stamp of the notification, type of alert, method(s) of notification, and Department staff notified. Contractor must document in the System all telephonic communications between Contractor and the Participant, and Contractor and the Department. Records of all notifications and telephonic communication must be made available to the Department at any time upon request.

#### **10.0 MANAGE CHANGES IN CASE PLANS**

- 10.1 Prior to commencement of Services, the Department and Contractor must mutually establish and document the parameters for accepting and processing Participant case plan changes in the PCD.
- 10.2 Contractor must make changes in case plans based upon Participant's work hours, travel time, and outside activities that have been documented and approved by Department staff.
- 10.3 Any Participant case plan change initiated by Department staff will be requested via the System, or alternatively by email or telephone. Contractor must make the change in the System within 24 hours of the Department's request.
- 10.4 All Participant case plan changes must be made in accordance with the parameters agreed upon by Contractor and the Department. All Participant case plan changes must be accessible in the System by both the Department and Contractor. Parameters may only be changed with written approval from authorized Department staff. For quality control purposes, all changes made to case plans must be dated and time stamped by the System for possible audit review and historical accuracy.

#### **11.0 ACTIVE CASE MANAGEMENT - OMP PARTICIPANTS**

- 11.1 Contractor must provide Active Case Management for select OMP Participants designated by the Department. Contractor is responsible for ensuring program compliance by all such OMP Participants.
- 11.2 Contractor must maintain and update electronic case files that, at a minimum:
- a. Consist of the referral, initial assessment data (including program goals), ongoing case plans, progress reports, and other program data related to the OMP Participant, and
  - b. Collect employment and school verification documentation, as applicable.

- 11.3 Case files must be updated periodically to reflect current program data for OMP Participants based on information obtained during meetings with OMP Participants, performance in the program, and other follow-up activities.
- 11.4 Contractor's case managers must:
- Monitor and/or verify OMP Participant's activities,
  - Maintain curfew schedules,
  - Notify the Department of program violations by OMP Participants,
  - Meet with OMP Participants as requested on the referral,
  - Attend periodic status meetings with County Project Manager, and
  - Testify in court, when requested by the Department or otherwise ordered by the court, at no additional cost to the County.
- 11.5 Contractor's case managers must meet face-to-face with OMP Participants as necessary; at least once per month but not more than once per week. The frequency of meetings will be determined by the Department in conjunction with Contractor and will be based on the OMP Participant's pre-release risk assessment. At meetings, Contractor's case managers must, at a minimum, review the OMP Participant's monitoring activity, collect documentation for all OMP Participant's outside activities, check the Equipment for signs of tampering, and review the OMP Participant's curfew schedule. Records from these meetings must be maintained in the OMP Participant's electronic case file and must be entered into the System within 24 hours following the meeting.
- 11.6 Contractor must ensure that all OMP Participant data is kept confidential and any personally identifiable information is encrypted.
- 11.7 Contractor must provide an audit trail, to the Department, of all case files that were reviewed on a regular basis.
- 11.8 Complete electronic case files must be available to the Department via the System at all times.

## **12.0 PROGRAM COMPLETION SERVICES**

- 12.1 The Department will send a completion/termination notice to Contractor notifying Contractor of a Participant's conclusion in the LACOMS program. Notices will be sent via the System and secondarily by email or telephone, at least 24 hours in advance of Participant's end date, whenever possible. Contractor must end Participant participation in the program based upon the end date provided by the Department.
- 12.2 Contractor must prepare a completion report within one Business Day from the end date stated on the completion/termination notice. The completion report must



include, at a minimum, Participant's name and booking number, date and time of conclusion, and reason for ending. The Participant must no longer appear as an active Participant in the System once participation in the program has ended.

- 12.3 As a condition of release from custody and/or program completion process, Participants will be required to return all Equipment to Contractor. Contractor is responsible for securing the return of all Equipment. Contractor must remove Tracking Devices and retrieve all Equipment at a location and time designated by the Department. However, the County reserves the right to remove the Tracking Device from the Participant, if needed, at the County's sole discretion. The County is not responsible for any loss, damage, or misuse of Equipment by Participants or the Department.

### **13.0 PROVIDE WEB-BASED QUERY ACCESS**

- 13.1 Contractor must provide authorized Department staff with a web-based, password-protected, dual-authenticated, query access to Participants' monitoring and tracking data, including, but not limited to, enrollment, notifications, reports, and other data, as further described in Exhibit B (Business and Technical Requirements) to the Contract.
- 13.2 The Department's Custody Classification staff will manage user accounts with permission to access the System.
- 13.3 Notwithstanding the above, the Department has moved to Active Directory Federation Services (ADFS), as specified in requirement 6.7 of Exhibit B (Business and Technical Requirements) to the Contract. The System must be ADFS compatible either upon execution of the Contract or within six months of execution of the Contract. This capability will provide authorized Department staff access to the monitoring and tracking data. The Department will use the data to provide the justice community with timely, accurate, complete, and accessible information in a secure and trusted environment. For those Participants with GPS electronic monitoring, Contractor must provide the Department with access to geographical displays using mapping software.
- 13.4 Non-compliance with the web-based query access system performance requirements specified in Exhibit B (Business and Technical Requirements) to the Contract will subject Contractor to service credits as defined in Attachment A-2 (Performance Requirements Summary (PRS) Chart) to this SOW.

### **14.0 CONDUCT PERIODIC STATUS MEETINGS**

Contractor must meet with County Project Manager on a weekly basis, or as-needed, to review status, goal achievement, plans, and issues as a means to assess progress and to ensure that the LACOMS program is meeting the Department's objectives.

## **15.0 EQUIPMENT, INVENTORY**

- 15.1 Contractor must provide and maintain backup/replacement inventory equal to or exceeding 25% of the actual number of Tracking Devices in use by the County for the preceding month. Tracking Devices in transit and/or pending delivery are not considered a part of the County inventory. There will be no limit on the number of Tracking Devices kept in the County inventory.
- 15.2 Contractor must replace any inoperable Tracking Devices in the County's possession, as needed.

## **16.0 MANAGEMENT REPORTS**

- 16.1 The System must enable the Department to generate and review on-line monitoring/tracking reports, including pdf format reports when necessary. Final report structure and content must be agreed upon in writing by both parties upon execution of the Contract.

The reports must include, but not be limited to:

- **Daily Status Reports**

Comprehensive daily status reports must be available consisting of chronological lists of all compliant and non-compliant activity for each Participant, including date and time of occurrence. The daily status reports must also include Participant's name, curfew schedule, case manager comments, references to any alerts, and Equipment description.

- **Alert Reports**

Alert reports for all active Participants who had at least one alert must be provided on-demand. The alert reports must list the type of alert and all compliant and non-compliant data for each Participant.

- **Summary Management Workload Reports**

Statistical reports must be provided on a daily, weekly, monthly, and annual basis summarizing number of enrollments, number of terminations, average length of stay in program, number of alerts subdivided by the number and percentage of each alert type, number of contacts subdivided by the number and percentage of each contact type, and related summary statistics.

- **Other Reports**

Contractor must provide all reports specified in Exhibit B (Business and Technical Requirements) to the Contract, in addition to other management and statistical reports (such as the number of Equipment failures and number of Participants by type of offense), from the System.

16.2 Upon request by the Department, Contractor must provide new customized reports, at no additional cost to the County. The Department's process for requesting customized reports and the time frame for delivery by Contractor must be agreed upon in writing by both parties and documented in the PCD.

## **17.0 TRAINING SERVICES**

Contractor must provide training services to Department staff on all aspects of using the System, Equipment, and Services based upon the training plan specified in the PCD.

17.1 Training services must include instructions in the use of on-line queries, updates, navigation, mapping capability, report generation, and other functions of the System.

17.2 Four training sessions must be held at a Department-designated location, upon request by the Department, for the duration of the Contract Term, and additional training session must be held at a Department-designated location every six months.

17.3 Training materials and documentation must be made available to support ongoing training requirements and day-to-day use of the System.

17.4 Contractor must provide webinar training sessions on an ongoing basis at the request of the Department, at no additional cost to the County. These webinar training sessions will be scheduled on-demand and tailored to the Department's training needs. Contractor's training must, at a minimum, include the following topics:

- System overview,
- On-line access and data entry,
- Report generation,
- Special queries and ad-hoc reports,
- Equipment installation procedures,
- Inclusion and exclusion zones, and
- Troubleshooting.

17.5 At the discretion of the County, Contractor must provide annual on-site training to Department staff on the installation and removal of the Tracking Devices. Tracking Devices must come with an installation and removal kit containing all necessary tools to install, remove, activate or deactivate the Tracking Device, including a quick installation user guide.

## **18.0 DATA PROCEDURES**

- 18.1 Contractor must maintain complete and accurate records regarding a Participant's participation in the program.
- 18.2 The System must only allow authorized users to view specific Participant data and reports.
- 18.3 Contractor must track and log all authorized and unauthorized, successful and failed user access attempts to the System. Contractor must log security administration activities and make all logs available to the Department, upon request.
- 18.4 Contractor must not release or reveal any GPS data, program information, operation protocols, implementation plans, training material, reports, publications, updates, and/or statistical data to any entity, without a court subpoena, or without prior written approval from County Project Manager.
- 18.5 Contractor's data destruction plan must include written policies and procedures for the removal, storage, and destruction of documents or data files that contain any County information including but not limited to, Participant information, System performance, complaints, invoices, technical advice and/or enhancements, System problems, any written documentation/meeting notes on performance or compliance issues, and meetings where the County and Contractor met prior to the removal, storage or destruction of said documents and/or data. A complete list of all documents and/or data being considered for removal or destruction must be submitted to the County for approval prior to removal or destruction.
- 18.6 Contractor must advise in writing, the names of each of its employees, agents, and Subcontractors performing Work or having access to Participant data under the Contract, of the confidentiality requirements associated with the possession of Criminal Offender Record Information [see Exhibit N (Supplemental Confidentiality of CORI Information – LASD) to the Contract], including the potential for criminal penalties should confidential information be released to unauthorized persons [see Paragraph 7.6 (Confidentiality and Security) of the Contract].
- 18.7 All Participant data in the System must be made available for download, as described in Exhibit B (Business and Technical Requirements) to the Contract.

## **19.0 NEW TECHNOLOGIES**

Contractor must advise the County of any and all innovations and new Equipment in the electronic monitoring industry. The County must be given the opportunity to incorporate improved electronic monitoring technologies as Contractor makes modifications and/or enhancements to its Equipment and monitoring capabilities. Contractor must provide

written notification to the County at least 30 Days prior to any implementation of new technology, or any other changes that could affect the Services provided to the County.

## **20.0 COUNTY RESPONSIBILITIES**

All law enforcement services, such as arrest of Participant for violation of home detention conditions or entry into an inclusion or exclusion zone, will remain a Department function.

## **21.0 QUALITY CONTROL PLAN**

21.1 Contractor must establish and utilize a comprehensive Quality Control Plan to assure the County a consistently high level of Service throughout the Term of the Contract. The plan must include, but not be limited to:

- Activities to be monitored to ensure compliance with all Contract Requirements,
- Method of monitoring to ensure that all Contract Requirements are being met,
- Frequency of monitoring,
- Samples of forms to be used in monitoring,
- Title/level of qualifications of Contractor staff performing monitoring functions, and
- Documentation of all monitoring results, including any corrective action taken.

21.2 Contractor must provide access, at any time, for the County to inspect records, offices or facilities being maintained in conjunction with this program.

21.3 In the event of a complaint by the County, Contractor must investigate and respond to the County in writing within five Business Days from receipt of complaint. The response must include a statement of the facts, whether the allegation is true or false, corrective action taken or planned, if applicable, and controls to prevent reoccurrence of the problem.

# **ATTACHMENT A-1**

## **XML SYSTEM INTERFACE WITH RAJIS**

**DRAFT**

## ATTACHMENT A-1 XML SYSTEM INTERFACE WITH RAJIS

*This Exhibit A-1 (XML System Interface with RAJIS) to Exhibit A (Statement of Work) provides an overview of the System interface Requirements.*

Contractor must provide a System interface to enable the electronic transfer of enrollment data from the Department's Replicated Automated Justice Information System (RAJIS) to Contractor's System database. The objective is to minimize redundant data entry by users during Participant enrollment as well as reduce data entry errors resulting from manual re-entry of key data elements. The remote-hosted System database will require secure access to limited data originating in RAJIS. RAJIS is built upon Oracle database version 12.1, and is hosted in the Department's data center.

Contractor's access to the Department's enrollment data must be achieved through an XML interface developed by Contractor, using a secure web service. Upon entry of a booking number in Contractor's System database, the web services interface will be invoked to initially populate partial enrollment data available in RAJIS using an approved/appropriate database view. Upon inmate authentication, data will be transferred to Contractor-hosted database server. All Personally Identifiable Information (PII) data at rest must be encrypted.

Table A-1.1 below identifies data elements for inclusion in the interface. This list may be modified to include/exclude certain data elements based on Contractor's database and enrollment data-entry requirements, with agreement of County Project Manager.

**Table A-1 .1  
Possible System Interface Data Elements**

<u>Name</u>	<u>Type</u>	<u>Description</u>
BOOKING_NO	N(9)	Booking No
BKG_INMATE_FIRST_NAME	X(12)	Inmate First Name
BKG_INMATE_LAST_NAME	X(15)	Inmate Last Name
BKG_INMATE_MIDDLE_NAME	X(9)	Inmate Middle Name
BKG_INMATE_SUFIX	X(3)	Suffix (Jr, Sr, I, II, III etc.)
INMATE_ADDR_APT_NO	X(5)	Apartment number
INMATE_ADDR_CITY	X(20)	City - Free form
INMATE_ADDR_ST	X(2)	State
INMATE_ADDR_STREET_DIR	X(2)	Street direction
INMATE_ADDR_STREET_NAME	X(20)	Street name
INMATE_ADDR_ZIP	9(5)	Zip - free form
INMATE_PHONE_NO	9(10)	Telephone number (area code + 7 digits)
INMATE_STREET_NO	X(10)	Street number
MONTHS_AT_CURR_RES	9(2)	Months at current residence

<b><u>Name</u></b>	<b><u>Type</u></b>	<b><u>Description</u></b>
YRS_AT_CURR_RES	9(2)	Years at current residence
EMP_AT_TIME_OF_ARR	X.	Employed at time of arrest
EMP_EMP_APT_NO	X(5)	Employer Apartment
EMP_EMP_CITY	X(20)	Employer City
EMP_EMP_PHONE	9(10)	Employer location (area code + 7 digits)
EMP_EMP_STATE	X(2)	Employer location
EMP_EMP_STREET_DIR	X(2)	Employer location
EMP_EMP_STREET_NAME	X(20)	Employer location
EMP_EMP_STREET_NO	X(10)	Employer location
EMP_NO_OF_MONTHS	9(2)	Employment Duration
EMP_NO_OF_YEARS	9(2)	Employment Duration
BKG_AGE	9(2)	Inmate's age
BKG_MAIN_NO	X(9)	LACRIS number (finger based id)
BKG_DATE_OF_BIRTH	DATE	Inmate's Date of Birth
BKG_DRIV_LIC_NO	X(8)	Drivers License number
BKG_DRIV_LIC_ST	X(2)	State which issued DL
BKG_EYES	X(3)	Eye color - validated
BKG_HAIR	X(3)	Hair color - validated
BKG_HEIGHT	X(3)	Inmate's height (300 - 811)
BKG_OCCUP_CODE	X(2)	Validated from OCCUPATION-LOOKUP table
BKG_RACE	X.	Race

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## **ATTACHMENT A-2**

### **PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART**

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**Attachment A-2**  
**PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART**

<b>ITEM NO.</b>	<b>SPECIFIC PERFORMANCE REFERENCE</b>	<b>SERVICE</b>	<b>NON-COMPLIANCE SERVICE CREDITS TO BE ASSESSED</b>
1	Exhibit B, Req. No. 11.1	The System must be available 99.96% of the time other than planned and approved downtime.	\$1000 for each occurrence in which the System availability is less than 99.96%, excluding planned and approved downtime.
2	Exhibit A (SOW), Paragraph 5.2 Exhibit B, Req. No. 2.4d	In the event of System disruption, malfunction, or failure, unscheduled downtime must not exceed 60 minutes concurrent, per occurrence.	\$1000 for each occurrence System downtime exceeds 60 minutes.
3	Exhibit B, Req. No. 5.3	The Department must be notified within two minutes via telephone, text message and/or email of an alert.	\$500 for each occurrence of failure to notify the Department within two minutes of the alarm.
4	Exhibit B, Req. No. 5.5a-g	The Department must be notified within two minutes via telephone, text message and/or email of an alarm due to: entry into an exclusion zone, curfew violation, Equipment removal or tampering, unauthorized absence from an inclusion zone, shielding of the Tracking Device, Equipment malfunction, low battery condition, location verification failure from GPS signal loss, or Tracking Device communication failure due to cellular transmission loss.	\$500 for each occurrence of failure to notify the Department within two minutes of the alarm.
5	Exhibit B, Req. No. 5.6	The Department must be notified within 15 minutes via telephone, text message and/or email of an alert due to	\$500 for each occurrence of failure to notify the Department within 15 minutes of the alarm.

		unauthorized movement of the base station.	
6	Exhibit A (SOW), Paragraph 7.3 (Orientation and Equipment Installation)	In the event of an unsuccessful connection for an RF Tethered Participant, Contractor must make a home or jail facility follow-up technical service call within 24 hours to remedy connection and/or monitoring issues.	\$500 for each occurrence of a failure to make a follow-up technical service call within 24 hours to remedy connection and/or monitoring issues.
7	Exhibit B, Req. No. 2.2	Telephone technical support must be available 24 hours per day/7 days a week.	\$100 for each occurrence in which technical support is not available via a telephone call.
8	Exhibit A (SOW), Paragraph 4.2 (Develop and Implement Interface to Department's Jail Management System)	Contractor must deliver interface to the Department by the scheduled completion date as agreed upon and documented in the PCD.	\$1,000 for each two-week period that exceeds the agreed upon scheduled completion date in the PCD for delivery of the interface.
9	Exhibit A (SOW), Paragraph 6.0 (Enrollment)	Contractor must enroll Participants within one Business Day of receiving a referral and enrollment package.	\$500 per occurrence of failure to enroll Participant within one Business Day.
10	Exhibit A (SOW), Paragraph 6.3 (Enrollment)	Contractor must establish electronic case files, as applicable.	\$500 per occurrence of Contractor not establishing electronic case files.
11	Exhibit A (SOW), Paragraph 12.1 (Program Completion Services)	Contractor must end Participant participation in the program based upon the end date provided by the Department.	\$500 per occurrence of failure to end Participant participation based upon the date provided by the Department.
12	Exhibit A (SOW), Paragraph 16.2 (Management Reports)	Contractor must provide customized reports, upon request by the Department.	\$500 per occurrence of failure to provide customized reports, based upon Department's request.

**EXHIBIT B**

**BUSINESS AND TECHNICAL REQUIREMENTS  
RESPONSE MATRIX**

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## EXHIBIT B BUSINESS AND TECHNICAL REQUIREMENTS RESPONSE MATRIX

	Business and Technical Requirements	Mandatory (M)	Contractor Response  Yes / No
<b>1.0 Introduction</b>			
	This set of requirements is not exhaustive. Contractor must follow Business and Technical Requirements as minimum requirements. An attempt has been made to provide an overview of the processes and procedures which, together with Exhibit A (Statement of Work), describe in sufficient detail the Department's Work requirements. The term 'System' used in this document refers to Contractor's Monitoring Center System.		
<b>2.0 Monitoring Center</b>			
2.1	The Monitoring Center generates alert notifications to designated Department staff on a 24/7 basis.	M	Yes
2.2	Monitoring Center staff is accessible to designated Department staff 24/7 through a toll-free telephone number for both monitoring support services and technical support. The toll-free telephone number must be provided prior to the initiation of Work under the Contract.	M	Yes
2.3	The Monitoring Center security protocols (physical/virtual) are compliant with Department network and data security policies.	M	Yes
2.4a	The Monitoring Center is duplicated at a secondary (backup) Monitoring Center that provides full operational functions in the event the primary Monitoring Center is disabled.	M	Yes
2.4b	The secondary Monitoring Center is located, at a minimum, 500 miles away from the primary center, such that it is unlikely to be adversely affected by a manmade or natural disaster that could disable the primary Monitoring Center.	M	Yes
2.4c	The Monitoring Centers are located within the continental United States of America.	M	Yes
2.4d	In the event of primary Monitoring Center disruption, the secondary (backup) Monitoring Center is activated and fully functional within 60 minutes of initial system failure.	M	Yes

**EXHIBIT B**  
**BUSINESS AND TECHNICAL REQUIREMENTS RESPONSE MATRIX**

	<b>Business and Technical Requirements</b>	<b>Mandatory (M)</b>	<b>Contractor Response</b>  <b>Yes / No</b>
2.5	The Monitoring Centers are secure against unauthorized entry.	M	Yes
2.6	The Monitoring Center contents are safe from theft or loss.	M	Yes
2.7	At a minimum, the Monitoring Centers use a comprehensive intrusion alarm system which is monitored by a local law enforcement agency or security company.	M	Yes
2.8a	The Monitoring Centers provide the capability for every human voice call in and out of the System to be recorded with a transaction record.	M	Yes
2.8b	The transaction record indicates the number dialed, incoming number, and the length and resolution of the call.	M	Yes
2.8c	The transaction record is made available to authorized County personnel upon request.	M	Yes
2.9	The Monitoring Centers receive confirmation via a telephone call, email, or text message that alert notifications were received/acknowledged by Department staff.	M	Yes
2.10	The Monitoring Centers escalate an alert notification to the next designated Department contact if the initial contact does not acknowledge receipt of the alert notification within Department-specified time.	M	Yes
2.11	The Monitoring Centers define the level of an alert notification based on protocols established by the Department.	M	Yes
2.12	Monitoring Center staff respond to inquiries from Department staff within two minutes of request.	M	Yes
2.13	The Monitoring Centers remotely activate or deactivate Global Positioning System (GPS) tracking services for a Participant within 30 minutes after receipt of notification from the Department.	M	Yes
<b>3.0 Tracking Device</b>			
3.1	The Tracking Device transmits Participant's data to the Monitoring Center.	M	Yes

**EXHIBIT B**  
**BUSINESS AND TECHNICAL REQUIREMENTS RESPONSE MATRIX**

	<b>Business and Technical Requirements</b>	<b>Mandatory (M)</b>	<b>Contractor Response</b>  <b>Yes / No</b>
3.2	The Tracking Device receives and transmits signals utilizing GPS technology.	M	Yes
3.3	The GPS receiver is embedded within the Tracking Device.	M	Yes
3.4	The Tracking Device acquires GPS signals within two minutes when placed in an outdoor environment.	M	Yes
3.5	The Tracking Device is programmable to vary the rate of recording and reporting of GPS position data.	M	Yes
3.6a	The Tracking Device can be paired with a home monitoring unit (base station) to improve accuracy of tracking a Participant at the residence where GPS tracking may be impaired.	M	Yes
3.6b	The base station is available at no additional cost to the County.	M	Yes
3.7a	The base station receives signals from Tracking Device and transmits information to the Monitoring Center using the residence's telephone service.	M	Yes
3.7b	The base station transmits the information either by hard wired or cellular telephone service.	M	Yes
3.8	The base station may be configured to use radio frequency (RF), Wi-Fi, Bluetooth, or other available technology.	M	Yes
3.9	The Tracking Device is tamper-resistant.	M	Yes
3.10	The Tracking Device has a tamper alert which transmits an alert signal when the Tracking Device has been removed or if the strap is cut or otherwise tampered with.	M	Yes
3.11	The Tracking Device is hypoallergenic, sealed, shock resistant, and water/moisture resistant.	M	Yes
3.12	No special hand tools are needed to install the Tracking Device.	M	Yes

## EXHIBIT B BUSINESS AND TECHNICAL REQUIREMENTS RESPONSE MATRIX

	Business and Technical Requirements	Mandatory (M)	Contractor Response  Yes / No
3.13	Once properly installed on the Participant's ankle, the Tracking Device cannot be removed without compromising the strap and/or Tracking Device.	M	Yes
3.14	The Tracking Device does not pose a safety hazard or a risk of harm or danger to, or other adverse impact on, the Participant or others.	M	Yes
3.15	The Tracking Device operates at temperatures in the range of -20 degrees Celsius to +60 degrees Celsius.	M	Yes
3.16	The Tracking Device records the Participant's location point at least once every 60 seconds.	M	Yes
3.17	The Tracking Device emits or downloads signals to the Monitoring Center at least once every minute.	M	Yes
3.18	The Tracking Device emits alert conditions to the Monitoring Center immediately.	M	Yes
3.19a	The Tracking Device has a central processing unit (CPU) and internal memory to store at least 2,880 GPS points representing approximately two days' worth of location and data if communication is disrupted for any reason.	M	Yes
3.19b	Retransmission of data occurs immediately when connectivity is restored.	M	Yes
3.20a	The Tracking Device has internal diagnostics that can determine if it is operating properly.	M	Yes
3.20b	The Tracking Device has the ability to relay the diagnostics information to the tracking System.	M	Yes
<b>4.0 Battery</b>			
4.1	The Tracking Device is equipped with an electronic charger device that uses 110V AC power for home use.	M	Yes
4.2	The Tracking Device batteries are not removable or replaceable.	M	Yes



## EXHIBIT B BUSINESS AND TECHNICAL REQUIREMENTS RESPONSE MATRIX

	Business and Technical Requirements	Mandatory (M)	Contractor Response  Yes / No
4.3	The Tracking Device batteries are permanently sealed within the Tracking Device case.	M	Yes
4.4	The Tracking Device batteries have an active life of at least 18 months.	M	Yes
4.5	The Tracking Device batteries have a shelf life of at least two years.	M	Yes
4.6	The Tracking Device batteries hold a single charge for a minimum period of 24 hours while performing one minute GPS acquisition and downloading data to the System at least once every ten minutes without the use of additional accessories.	M	Yes
4.7	The Tracking Device batteries recharge to maximum capacity within four hours from a complete dead battery status.	M	Yes
<b>5.0 Alerts and Notifications</b>			
5.1	Proposer must describe, in the comment section, the alert feature to notify, detect, record, and report when there is interference or jamming signals present that are disrupting the receipt of GPS signals.	M	Yes
5.2	Alert notifications of violations by Participants include, but are not limited to:		
5.2a	Participant's name	M	Yes
5.2b	Booking number	M	Yes
5.2c	Main number	M	Yes
5.2d	Type of alert	M	Yes
5.2e	Date and time of violation	M	Yes
5.2f	Location of the Participant's last known location.	M	Yes
5.2g	Follow-up action, if any	M	Yes

**EXHIBIT B  
BUSINESS AND TECHNICAL REQUIREMENTS RESPONSE MATRIX**

	<b>Business and Technical Requirements</b>	<b>Mandatory (M)</b>	<b>Contractor Response Yes / No</b>
5.3	The System sends alerts to designated Department staff via e-mail, text message, and/or voice calls at the discretion of the Department.	M	Yes
5.4	Alert notifications to the Department are sent automatically or manually by Monitoring Center staff.	M	Yes
5.5	Alert notifications to the Department are sent within two minutes, for the following:		
5.5a	Participant entry into an exclusion zone.	M	Yes
5.5b	Participant curfew violation.	M	Yes
5.5c	Participant removing or tampering of Equipment.	M	Yes
5.5d	Unauthorized absence from an inclusion zone.	M	Yes
5.5e	Participant shielding the Tracking Device.	M	Yes
5.5f	Equipment malfunction or low battery condition.	M	Yes
5.5g	Location verification failure from GPS signal loss or Tracking Device communication failure due to cellular transmission loss.	M	Yes
5.6	Alert notifications are within 15 minutes of an alert due to unauthorized movement of the base station.	M	Yes
<b>6.0 System</b>			
6.1	The System has Internet security features, including:		
6.1a	256-bit encryption.	M	Yes
6.1b	Secure Sockets Layer (SSL)	M	Yes
6.1c	Multiple firewalls to ensure the security of Participant data.	M	Yes

## EXHIBIT B BUSINESS AND TECHNICAL REQUIREMENTS RESPONSE MATRIX

	Business and Technical Requirements	Mandatory (M)	Contractor Response  Yes / No
6.2	The System has infrastructure and application security to prevent unauthorized access to the System.	M	Yes
6.3	The System has host intrusion detection software to monitor unauthorized activity.	M	Yes
6.4	The System allows Department staff to make real-time modifications of alert parameters using a secure web application.	M	Yes
6.5	The System's automated data security functions provide information on attempted intrusions and other relevant or useful information within two hours to Department designated staff.	M	Yes
6.6	The System allows user accounts to be established by a limited number of authorized Department staff with System administration privileges.	M	Yes
6.7	User accounts are managed by Active Directory Federation Services (ADFS).	M	Yes
6.8	Participant data is accessible by authorized Department staff in a secure web-based HTTPS environment.	M	Yes
6.9	The System is capable of identifying a shielded Tracking Device.	M	Yes
6.10	At the Department's option, new fields can be added to the Participant database and made available for query and reporting functions, at no additional cost to the County.	M	Yes
6.11	Participant data includes, but is not limited to:		
6.11a	Enrollment data	M	Yes
6.11b	Case plans and case notes	M	Yes
6.11c	Inclusion/exclusion zones	M	Yes
6.11d	Curfew rules	M	Yes
6.11e	Alerts	M	Yes

## EXHIBIT B BUSINESS AND TECHNICAL REQUIREMENTS RESPONSE MATRIX

	Business and Technical Requirements	Mandatory (M)	Contractor Response  Yes / No
6.11f	Historical and current location data	M	Yes
6.11g	Termination data	M	Yes
6.11h	Other relevant data as determined by the Department.	M	Yes
6.12	The System stores and retrieves the following information for Participants based upon data received from their Tracking Device:		
6.12a	Location	M	Yes
6.12b	Direction	M	Yes
6.12c	Latitude and longitude	M	Yes
6.12d	Speed of movement	M	Yes
6.13a	The System automatically evaluates incoming Participant data from a Tracking Device to determine if an alert should be activated based upon predefined rules in the database.	M	Yes
6.13b	The predefined rules for alerts are established by the Department and updated in the database by Contractor staff.	M	Yes
6.14	The System provides Monitoring Center staff and Department staff with the tools to track and evaluate alerts and support the notification of Department staff based upon predefined rules.	M	Yes
6.15	The System allows for assignment of inclusion and exclusion zones and associated curfew times for individual Participants.	M	Yes
6.16	The System allows creation of template zones applicable to a defined group of Participants (e.g., areas around playgrounds or schools).	M	Yes
6.17	The System allows for the input of multiple curfews for each day of the week.	M	Yes

## EXHIBIT B BUSINESS AND TECHNICAL REQUIREMENTS RESPONSE MATRIX

	Business and Technical Requirements	Mandatory (M)	Contractor Response  Yes / No
6.18	The System supports permanent and temporary schedules without having to delete any schedule information.	M	Yes
6.19	The System permits unlimited number of zones for an individual Participant with allowable times associated with each zone.	M	Yes
6.20	The System allows Monitoring Center staff entering inclusion and exclusion zone data the capability to draw points, form circles, squares, rectangles, and/or polygons based on inclusion and exclusion zone data provided by the Department.	M	Yes
6.21a	The System allows web-based queries of current and historical data for a Participant inclusive of the data sets identified in 6.22 below.	M	Yes
6.21b	Query parameters minimally include Department-supplied identification numbers and Participant name.	M	Yes
6.22	The System allows web-based queries of:		
6.22a	Alerts by type for a specified date and time range.	M	Yes
6.22b	Individual Participants at a location for a specified date and time range. This functionality also includes the capability for event detection queries. Event detection queries allow the Department to locate individual Participants that were around a specified location for a given time period and distance range.	M	Yes
6.23	At the Department's option, any and all other data fields in the Participant database can be queried as necessary for reporting purposes, at no additional cost to the County.	M	Yes
6.24	The System indexes Participant data using the following key fields:		
6.24a	Booking number (unique to each stay in Custody).	M	Yes
6.24b	Main number (unique to each Participant based upon positive identification).	M	Yes
6.25	The System can export all data into:		

**EXHIBIT B  
BUSINESS AND TECHNICAL REQUIREMENTS RESPONSE MATRIX**

	Business and Technical Requirements	Mandatory (M)	Contractor Response  Yes / No
6.25a	Microsoft Excel	M	Yes
6.25b	Adobe PDF	M	Yes
6.25c	GIS format	M	Yes
6.26	New updates and/or patches to the System are remotely installed on all Tracking Devices.	M	Yes
6.27	The System saves all updates to Participant, demographic information, and/or monitoring data.	M	Yes
6.28	The System provides continuous electronic monitoring with prohibitions against unauthorized access.	M	Yes
6.29	The System allows user accounts to have a minimum of three assigned roles with security permissions defined by the Department (e.g., system administrator role, end user role with update privilege, end user role with query access only, etc.).	M	Yes
<b>7.0 Alcohol Monitoring Capability</b>			
7.1	The Tracking Device samples the insensible perspiration on Participant's skin to measure for alcohol consumption.	M	Yes
<b>8.0 Mapping Capability</b>			
8.1	The System's mapping component tracks Participant's movement history.	M	Yes
8.2	The System's mapping component includes the capability to replay tracking history by date and time with rewind and fast forward functionality that displays a time series of Participant movements for a specified time period.	M	Yes

## EXHIBIT B BUSINESS AND TECHNICAL REQUIREMENTS RESPONSE MATRIX

	Business and Technical Requirements	Mandatory (M)	Contractor Response  Yes / No
8.3	The System provides unlimited access to the most up-to-date maps available with graphics, aerial photography, ability to update maps with public places of interest, icon references, including, but not limited to, schools, day-care centers, parks, and other areas of interest specific to each geographical area.	M	Yes
8.4	The System's mapping component provides the capability to re-size and reset inclusion and exclusion zones using x, y coordinates.	M	Yes
8.5	The System's mapping component provides the capability to display street names, schools, freeways, and other landmarks.	M	Yes
8.6	The System's mapping component provides the capability to pan and zoom in/out on the position of the Participant.	M	Yes
8.7	The System's mapping component provides the capability to print selected maps.	M	Yes
8.8	The System's mapping component provides the capability to view the movement of multiple Participants at the same time.	M	Yes
8.9	The System's mapping component provides the capability to display maps with street and aerial views of Participant locations through the web-based user interface based upon user-specified parameters.	M	Yes
8.10	The System provides three levels of mapping options:		
8.10a	Satellite images	M	Yes
8.10b	Street maps	M	Yes
8.10c	Hybrid maps (satellite images overlaid with street maps).	M	Yes
8.11	The System allows user to change the display view at any time while viewing the Participant's locations.	M	Yes

## EXHIBIT B BUSINESS AND TECHNICAL REQUIREMENTS RESPONSE MATRIX

	Business and Technical Requirements	Mandatory (M)	Contractor Response  Yes / No
8.12	The System's mapping component supports the generation of ad-hoc reports with a Department user-defined parameter.	M	Yes
8.13	The System's mapping component has the capability to quickly zoom in to street level including displaying places of interest frequented by Participants.	M	Yes
8.14	The System's mapping component saves/bookmarks mapped locations that can be easily accessed by users.	M	Yes
8.15	The System's mapping component provides exporting of data for:		
8.15a	Video capturing	M	Yes
8.15b	Printing to a minimum 600 dpi resolution.	M	Yes
8.16	The System's mapping component is capable of quickly loading 24 hours of GPS points, subject to a specified date/time selection.	M	Yes
8.17	The System's mapping component displays a minimum of seven days of GPS points for an individual Participant at one time based on the time the information is accessed.	M	Yes
8.18	When multiple days are loaded, the System distinguishes between each calendar day (by color code or some other means) to identify patterns of travel and locations frequented.	M	Yes
8.19	The System's mapping component is able to "play back" a time visualization of GPS points.	M	Yes
8.20	The System's mapping component allows for filtering of GPS points to display:		
8.20a	Time of day	M	Yes
8.20b	Duration of stay	M	Yes
8.20c	Speed of travel	M	Yes



## EXHIBIT B BUSINESS AND TECHNICAL REQUIREMENTS RESPONSE MATRIX

	Business and Technical Requirements	Mandatory (M)	Contractor Response  Yes / No
8.21	The System's mapping component displays various map types that may be selected by the user, including, but not limited to:		
8.21a	Satellite	M	Yes
8.21b	Roads	M	Yes
8.21c	Birds eye	M	Yes
8.21d	Street	M	Yes
<b>9.0 Crime Scene Correlation Mapping Analysis</b>			
9.1	The System has a component that correlates crime scenes and incident report data collection.	M	Yes
9.2	Crime scene correlation mapping reports are generated on a daily basis and in accordance with Department specifications.	M	Yes
9.3	Crime scene correlation mapping is available on a near "real time" basis immediately upon request and notification by the Department.	M	Yes
9.4	The System's crime scene correlation mapping analysis identifies when one or more Participants on GPS tracking were in the vicinity of a crime.	M	Yes
9.5	The System's mapping analysis provides simultaneous locations for all Participants assigned to GPS tracking in relation to the location, date and time of a crime and the speed and direction of the Participant's travel.	M	Yes
9.6	The System's crime scene correlation maps are easy to navigate both forward and backwards in time for an accurate depiction of a Participant's position relative to criminal activity.	M	Yes
9.7	Mapping information includes Participant's time in each area, speed and direction of travel, to allow for rapid investigative crime analysis.	M	Yes

## EXHIBIT B BUSINESS AND TECHNICAL REQUIREMENTS RESPONSE MATRIX

	Business and Technical Requirements	Mandatory (M)	Contractor Response  Yes / No
9.8	All crime scene correlation services are provided by Contractor at no additional cost to the County and approved law enforcement agencies.	M	Yes
9.9	The System analyzes locations frequented by a Participant to identify places previously visited as well as new locations, for rapid investigative crime analysis.	M	Yes
<b>10.0 Data</b>			
10.1a	Participant data is maintained in the System database for 12 months after Participant termination.	M	Yes
10.1b	Post-termination Participant data is available to Department staff through the web-based query process.	M	Yes
10.2	Data for Participants that have been terminated from the program for 12 months or more is electronically archived until the Department requests that data be purged.	M	Yes
10.3	Purged data is transferred to the Department via an agreed-upon storage media, as determined by the Department, at no additional cost to the County.	M	Yes
10.4	Data is accessible through password-protected, role-based user accounts.	M	Yes
<b>11.0 Minimum Performance</b>			
11.1	The System's monitoring functionality and data storage has redundancy and failover capability to ensure 99.96% availability of the System, excluding planned and approved downtime.	M	Yes
11.2	The System has data recovery capability such that no more than 30 minutes of data is lost and has a recovery time objective to a secondary site of four hours.	M	Yes
11.3	During a system failover at the primary center, all data is stored until successfully transferred.	M	Yes

## EXHIBIT B BUSINESS AND TECHNICAL REQUIREMENTS RESPONSE MATRIX

	Business and Technical Requirements	Mandatory (M)	Contractor Response  Yes / No
11.4	The System accurately provides indoor location tracking data, within 20 meters or less, 95% of the time.	M	Yes
11.5	The System accurately provides outdoor location tracking data, within 10 meters, 90% of the time in an open-air environment with no obstructions.	M	Yes
11.6	The System accurately provides location tracking data, within 30 meters, 90% of the time when placed in an 8-foot single story structure.	M	Yes
11.7	Data collection rate: The System has an adjustable data collection rate that ranges from at least one location point per minute to one location point every 15 minutes.	M	Yes
11.8	Data upload rate: The System has the capability to upload data points at a minimum of once every 15 minutes.	M	Yes
11.9	On-demand location: The System is able to provide an on-demand location and status update within three minutes of the request.	M	Yes
11.10a	Response time for all standard web-based transactions averages two seconds or less during peak time usage of the System.	M	Yes
11.10b	Response time for complex queries (e.g., multiple Participants and/or real-time instant locations) does not exceed 30 seconds.	M	Yes
11.11	The System provides for 100% redundancy to avoid excessive downtime due to hardware or software issues.	M	Yes
11.12	The System has a timeout function after 15 minutes of no user activity.	M	Yes

**EXHIBIT B  
BUSINESS AND TECHNICAL REQUIREMENTS RESPONSE MATRIX**

	<b>Business and Technical Requirements</b>	<b>Mandatory (M)</b>	<b>Contractor Response</b>  <b>Yes / No</b>
11.13	The System incorporates non-volatile memory that stores at least ten days' worth of events (with date and time of occurrence) at a collection rate of one point per minute.	M	Yes
11.14	The System's non-volatile memory retains unreported events and reports them once power/cellular services have been restored, including date & time of occurrence.	M	Yes
<b>12.0 Reports</b>			
12.1	The System provides the following automatic and on-demand reports:		
12.1a	Daily status reports	M	Yes
12.1b	Alert reports on demand	M	Yes
12.1c	Annual summary reports	M	Yes
12.1d	Management summary statistical workload reports	M	Yes
12.1e	Other related reports as defined in Paragraph 15 (Management Reports) of Exhibit A (Statement of Work).	M	Yes
12.2	The reports are available daily, weekly, monthly, and on an annual basis, summarizing the following:		
12.2a	Enrollments	M	Yes
12.2b	Terminations	M	Yes
12.2c	Average length of time in the program	M	Yes
12.2d	Alerts	M	Yes
12.2e	Contacts	M	Yes

**EXHIBIT B  
BUSINESS AND TECHNICAL REQUIREMENTS RESPONSE MATRIX**

	<b>Business and Technical Requirements</b>	<b>Mandatory (M)</b>	<b>Contractor Response Yes / No</b>
12.3	Comprehensive daily status reports are available consisting of chronological lists of all compliant and non-compliant activity for each Participant, including date and time of occurrence.	M	Yes
12.3a	The daily status report also include:	M	Yes
12.3b	Participant's name	M	Yes
12.3c	Curfew schedule	M	Yes
12.3d	Case manager comments	M	Yes
12.3e	References to any alerts	M	Yes
12.3f	Equipment description	M	Yes
12.4	Report formats can be modified, if required, to ensure compliance with the Department's requirements.	M	Yes
12.5	Every field of data in the Participant database can be queried, as necessary, for reporting purposes.	M	Yes
12.6	Alert Reports provide compliant and non-compliant data listings by type of alert for active Participants who had at least one alert.	M	Yes
12.7	Management Reports include information on the following:		
12.7a	New technology employed improvements to Tracking Devices and/or service delivery	M	Yes
12.7b	Dates of training and/or on-site technical assistance	M	Yes
12.7c	Court appearances	M	Yes

# EXHIBIT C

## PRICING SCHEDULE

DRAFT

## PRICING SCHEDULE

TYPE OF MONITORING	Daily Rate* per Participant Years 1 – 3	Daily Rate* per Participant Option Year 1	Daily Rate* per Participant Option Year 2	Daily Rate* per Participant Option Year 3	Daily Rate* per Participant Option Year 4
GPS with Cellular (with Active Case Management)					
Quantity of 1 – 499	5.60	5.60	5.60	5.60	5.60
Quantity of 500 – 999	4.57	4.57	4.57	4.57	4.57
Quantity of 1000 – or more	4.49	4.49	4.49	4.49	4.49
GPS with Cellular (without Active Case Management)					
Quantity of 1 – 499	3.80	3.80	3.80	3.80	3.80
Quantity of 500 – 999	3.55	3.55	3.55	3.55	3.55
Quantity of 1000 – or more	3.35	3.35	3.35	3.35	3.35
RF Tethered – Landline Connection (with alcohol monitoring)					
Quantity of 1 – 499	6.87	6.87	6.87	6.87	6.87
Quantity of 500 – 999	6.59	6.59	6.59	6.59	6.59
Quantity of 1000 – or more	6.53	6.53	6.53	6.53	6.53
RF Tethered – Cell Phone Connection					
Quantity of 1 – 499	3.05	3.05	3.05	3.05	3.05
Quantity of 500 – 999	2.85	2.85	2.85	2.85	2.85
Quantity of 1000 – or more	2.45	2.45	2.45	2.45	2.45

\*The Daily Rate per Type of Monitoring will be based on the **total** combined quantity of all Type of Monitoring units in service. The Daily Rate is an all-inclusive rate which includes, but not be limited to, all Services, Taxes, Equipment, Warranty and Maintenance Support, and unlimited access to System by all County Designated Users.

**EXHIBIT D & E**

**COUNTY AND CONTRACTOR ADMINISTRATION**

DRAFT



**COUNTY'S ADMINISTRATION**

CONTRACT NO. \_\_\_\_\_

**COUNTY PROJECT DIRECTOR:**

Name: Roel D. Garcia

Title: Captain

Address: 450 Bauchet Street, Los Angeles, CA 90012

Telephone: (213) 893-5165

E-Mail Address: [r2garcia@lasd.org](mailto:r2garcia@lasd.org)

**COUNTY PROJECT MANAGER:**

Name: Paxton A. Reinecker

Title: Leutenant

Address: 450 Bauchet Street, Los Angeles, CA 90012

Telephone: (213) 893-5885

E-Mail Address: [pareinec@lasd.org](mailto:pareinec@lasd.org)

**COUNTY CONTRACT COMPLIANCE MANAGER:**

Name: Alex Madera

Title: ASM III

Address: 211 West Temple St., Los Angeles, CA 90012

Telephone: (213) 229-3276

E-Mail Address: [amadera@lasd.org](mailto:amadera@lasd.org)

### CONTRACTOR'S ADMINISTRATION

**CONTRACTOR'S NAME:** Sentinel Offender Services, LLC \_\_\_\_\_

**CONTRACT NO:** \_\_\_\_\_

**CONTRACTOR'S PROJECT MANAGER:**

Name: Bill Hecker \_\_\_\_\_

Title: Senior Regional Account Manager \_\_\_\_\_

Address: 1220 North Simon Circle, Unit C Anaheim, CA 92806 \_\_\_\_\_

Telephone: 877-218-1200 \_\_\_\_\_

E-Mail Address: bhecker@sentineladvantage.com

**CONTRACTOR'S AUTHORIZED OFFICIAL(S)**

Name: Mark Contestabile \_\_\_\_\_

Title: Chief Business Development Officer \_\_\_\_\_

Address: 1080 Holcomb Bridge Road, Suite 100 Roswell, GA 30076 \_\_\_\_\_

Telephone: 770-778-9214 \_\_\_\_\_

E-Mail Address: mcontestable@sentineladvantage.com

Name: Dennis Fuller \_\_\_\_\_

Title: Chief Financial Officer \_\_\_\_\_

Address: 1220 North Simon Circle, Unit C Anaheim, CA 92806 \_\_\_\_\_

Telephone: 949-466-6631 \_\_\_\_\_

E-Mail Address: dfuller@sentineladvantage.com

**Notices to Contractor shall be sent to the following:**

Name: Alan Velasquez \_\_\_\_\_

Title: Regional Sales Manager West \_\_\_\_\_

Address: 1220 North Simon Circle, Unit C Anaheim ,CA 92806 \_\_\_\_\_

Telephone: 949-678-0813 \_\_\_\_\_

E-Mail Address: avelasquez@sentineladvantage.com

# **EXHIBIT F1, F2, AND F3**

***FORMS REQUIRED AT THE TIME OF CONTRACT EXECUTION***

**DRAFT**

**CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

Contractor Name: Sentinel Offender Services, LLC Contract No \_\_\_\_\_

**GENERAL INFORMATION:**

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires the Corporation to sign this Contractor Acknowledgement and Confidentiality Agreement.

**CONTRACTOR ACKNOWLEDGEMENT:**

Contractor understands and agrees that the Contractor employees, consultants, Outsourced Vendors and independent contractors (Contractor's Staff) that will provide services in the above referenced agreement are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of work under the above-referenced contract.

Contractor understands and agrees that Contractor's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor's Staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. Contractor understands and agrees that Contractor's Staff will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

**CONFIDENTIALITY AGREEMENT:**

Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Contractor and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. Contractor and Contractor's Staff understand that if they are involved in County work, the County must ensure that Contractor and Contractor's Staff, will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Agreement as a condition of work to be provided by Contractor's Staff for the County.

Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between Contractor and the County of Los Angeles. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to County's Project Manager.

Contractor and Contractor's Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to Contractor and Contractor's Staff under the above-referenced contract. Contractor and Contractor's Staff agree to protect these confidential materials against disclosure to other than Contractor or County employees who have a need to know the information. Contractor and Contractor's Staff agree that if proprietary information supplied by other County vendors is provided to me during this employment, Contractor and Contractor's Staff must keep such information confidential.

Contractor and Contractor's Staff agree to report any and all violations of this agreement by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware.

Contractor and Contractor's Staff acknowledge that violation of this agreement may subject Contractor and Contractor's Staff to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: Dennis Fuller DATE: 06/25/2024

PRINTED NAME: Dennis Fuller

POSITION: CFO

**CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

Contractor Name: \_\_\_\_\_ Contract No \_\_\_\_\_

Employee Name: \_\_\_\_\_

**GENERAL INFORMATION:**

Your employer referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Employee Acknowledgement and Confidentiality Agreement.

**EMPLOYEE ACKNOWLEDGEMENT:**

I understand and agree that the Contractor referenced above is my sole employer for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation will result in my immediate release from performance under this and/or any future contract.

**CONFIDENTIALITY AGREEMENT:**

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between my employer and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than my employer or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me during this employment, I must keep such information confidential.

I agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this contract or termination of my employment with my employer, whichever occurs first.

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

POSITION: \_\_\_\_\_

**CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

Contractor Name: Sentinel Offender Services, LLC Contract No \_\_\_\_\_

Non-Employee Name: Non-applicable

**GENERAL INFORMATION:**

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Non-Employee Acknowledgement and Confidentiality Agreement.

**NON-EMPLOYEE ACKNOWLEDGEMENT:**

I understand and agree that the Contractor referenced above has exclusive control for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon the Contractor referenced above for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation will result in my immediate release from performance under this and/or any future contract.

**CONFIDENTIALITY AGREEMENT:**

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by the above-referenced Contractor for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between the above-referenced Contractor and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to the above-referenced Contractor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information, and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than the above-referenced Contractor or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me, I must keep such information confidential.

I agree to report to the above-referenced Contractor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to the above-referenced Contractor upon completion of this contract or termination of my services hereunder, whichever occurs first.

SIGNATURE: Non-applicable DATE: \_\_\_\_\_  
PRINTED NAME: \_\_\_\_\_  
POSITION: \_\_\_\_\_

**EXHIBIT G**

**SAFELY SURRENDERED BABY LAW**

DRAFT

# THERE'S A BETTER CHOICE. SAFELY SURRENDER YOUR BABY.

Any fire station. Any hospital. Any time.



1.877.222.9723

BabySafeLA.org

No shame | No blame | No names





Some parents of newborns can find themselves in difficult circumstances. Sadly, babies are sometimes harmed or abandoned by parents who feel that they're not ready or able to raise a child. Many of these mothers or fathers are afraid and don't know where to turn for help.

This is why California has a Safely Surrendered Baby Law, which gives parents the choice to legally leave their baby at any hospital or fire station in Los Angeles County.

**FIVE THINGS YOU NEED TO KNOW ABOUT BABY SAFE SURRENDER**

- 1 Your newborn can be surrendered at any hospital or fire station in Los Angeles County up to 72 hours after birth.
- 2 You must leave your newborn with a fire station or hospital employee.
- 3 You don't have to provide your name.
- 4 You will only be asked to voluntarily provide a medical history.
- 5 You have 14 days to change your mind; a matching bracelet (parent) and anklet (baby) are provided to assist you if you change your mind.

No shame | No blame | No names



**ABOUT THE BABY SAFE SURRENDER PROGRAM**

In 2002, a task force was created under the guidance of the Children's Planning Council to address newborn abandonment and to develop a strategic plan to prevent this tragedy.

Los Angeles County has worked hard to ensure that the Safely Surrendered Baby Law prevents babies from being abandoned. We're happy to report that this law is doing exactly what it was designed to do: save the lives of innocent babies. Visit BabySafeLA.org to learn more.

No shame | No blame | No names

**ANY FIRE STATION.  
ANY HOSPITAL.  
ANY TIME.**

**1.877.222.9723  
BabySafeLA.org**

**THERE'S A BETTER CHOICE.  
SAFELY SURRENDER  
YOUR BABY.**



BabySafeLA.org

No shame | No blame | No names





## FROM SURRENDER TO ADOPTION: ONE BABY'S STORY

Los Angeles County firefighter Ted and his wife Becki were already parents to two boys. But when they got the call asking if they would be willing to care for a premature baby girl who'd been safely surrendered at a local hospital, they didn't hesitate.

Baby Jenna was tiny, but Ted and Becki felt lucky to be able to take her home. "We had always wanted to adopt," Ted says, "but taking

home a vulnerable safely surrendered baby was even better. She had no one, but now she had us. And, more importantly, we had her."

Baby Jenna has filled the longing Ted and Becki had for a daughter—and a sister for their boys. Because her birth parent safely surrendered her when she was born, Jenna is a thriving young girl growing up in a stable and loving family.

## ANSWERS TO YOUR QUESTIONS

### Who is legally allowed to surrender the baby?

Anyone with lawful custody can drop off a newborn within the first 72 hours of birth.

### Do you need to call ahead before surrendering a baby?

No. A newborn can be surrendered anytime, 24 hours a day, 7 days a week, as long as the parent or guardian surrenders the child to an employee of the hospital or fire station.

### What information needs to be provided?

The surrendering adult will be asked to fill out a medical history form, which is useful in caring for the child. The form can be returned later and includes a stamped return envelope. No names are required.

### What happens to the baby?

After a complete medical exam, the baby will be released and placed in a safe and loving home, and the adoption process will begin.

### What happens to the parent or surrendering adult?

Nothing. They may leave at any time after surrendering the baby.

### How can a parent get a baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days by calling the Los Angeles County Department of Children and Family Services at (800) 540-4000.

### If you're unsure of what to do:

You can call the hotline 24 hours a day, 7 days a week and anonymously speak with a counselor about your options or have your questions answered.

**1.877.222.9723** or **BabySafeLA.org**

English, Spanish and 140 other languages spoken.

**EXHIBIT H**

***INTENTIONALLY OMITTED***

**DRAFT**

**EXHIBIT I**

***INTENTIONALLY OMITTED***

**DRAFT**

**EXHIBIT J**

***INTENTIONALLY OMITTED***

**DRAFT**

## **EXHIBIT K**

### **INFORMATION SECURITY AND PRIVACY REQUIREMENTS**

DRAFT

# INFORMATION SECURITY AND PRIVACY REQUIREMENTS

The County of Los Angeles ("County") is committed to safeguarding the Integrity of the County systems, Data, Information and protecting the privacy rights of the individuals that it serves. This Information Security and Privacy Requirements Exhibit ("Exhibit") sets forth the County and the Contractor's commitment and agreement to fulfill each of their obligations under applicable state or federal laws, rules, or regulations, as well as applicable industry standards concerning privacy, Data protections, Information Security, Confidentiality, Availability, and Integrity of such Information. The Information Security and privacy requirements and procedures in this Exhibit are to be established by the Contractor before the Effective Date of the Contract and maintained throughout the term of the Contract.

These requirements and procedures are a minimum standard and are in addition to the requirements of the underlying base agreement between the County and Contractor (the "Contract") and any other agreements between the parties. However, it is the Contractor's sole obligation to: (i) implement appropriate and reasonable measures to secure and protect its systems and all County Information against internal and external Threats and Risks; and (ii) continuously review and revise those measures to address ongoing Threats and Risks. Failure to comply with the minimum requirements and procedures set forth in this Exhibit will constitute a material, non-curable breach of Contract by the Contractor, entitling the County, in addition to the cumulative of all other remedies available to it at law, in equity, or under the Contract, to immediately terminate the Contract. To the extent there are conflicts between this Exhibit and the Contract, this Exhibit will prevail unless stated otherwise.

## 1. DEFINITIONS

Unless otherwise defined in the Contract, the definitions herein contained are specific to the uses within this exhibit.

- a. **Availability:** the condition of Information being accessible and usable upon demand by an authorized entity (Workforce Member or process).
- b. **Confidentiality:** the condition that Information is not disclosed to system entities (users, processes, devices) unless they have been authorized to access the Information.
- c. **County Information:** all Data and Information belonging to the County.
- d. **Data:** a subset of Information comprised of qualitative or quantitative values.
- e. **Incident:** a suspected, attempted, successful, or imminent Threat of unauthorized electronic and/or physical access, use, disclosure, breach, modification, or destruction of information; interference with Information Technology operations; or significant violation of County policy.
- f. **Information:** any communication or representation of knowledge or understanding such as facts, Data, or opinions in any medium or form, including electronic, textual, numerical, graphic, cartographic, narrative, or audiovisual.
- g. **Information Security Policy:** high level statements of intention and direction of an organization used to create an organization's Information Security Program as formally expressed by its top management.

- h. **Information Security Program:** formalized and implemented Information Security Policies, standards and procedures that are documented describing the program management safeguards and common controls in place or those planned for meeting the County's information security requirements.
- i. **Information Technology:** any equipment or interconnected system or subsystem of equipment that is used in the automatic acquisition, storage, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of Data or Information.
- j. **Integrity:** the condition whereby Data or Information has not been improperly modified or destroyed and authenticity of the Data or Information can be ensured.
- k. **Mobile Device Management (MDM):** software that allows Information Technology administrators to control, secure, and enforce policies on smartphones, tablets, and other endpoints.
- l. **Privacy Policy:** high level statements of intention and direction of an organization used to create an organization's Privacy Program as formally expressed by its top management.
- m. **Privacy Program:** A formal document that provides an overview of an organization's privacy program, including a description of the structure of the privacy program, the resources dedicated to the privacy program, the role of the organization's privacy official and other staff, the strategic goals and objectives of the Privacy Program, and the program management controls and common controls in place or planned for meeting applicable privacy requirements and managing privacy risks.
- n. **Risk:** a measure of the extent to which the County is threatened by a potential circumstance or event, Risk is typically a function of: (i) the adverse impacts that would arise if the circumstance or event occurs, and (ii) the likelihood of occurrence.
- o. **Threat:** any circumstance or event with the potential to adversely impact County operations (including mission, functions, image, or reputation), organizational assets, individuals, or other organizations through an Information System via unauthorized access, destruction, disclosure, modification of Information, and/or denial of service.
- p. **Vulnerability:** a weakness in a system, application, network or process that is subject to exploitation or misuse.
- q. **Workforce Member:** employees, volunteers, and other persons whose conduct, in the performance of work for Los Angeles County, is under the direct control of Los Angeles County, whether or not they are paid by Los Angeles County. This includes, but may not be limited to, full and part time elected or appointed officials, employees, affiliates, associates, students, volunteers, and staff from third party entities who provide service to the County.

## 2. INFORMATION SECURITY AND PRIVACY PROGRAMS

- a. **Information Security Program.** The Contractor must maintain a company-wide Information Security Program designed to evaluate Risks to the Confidentiality, Availability, and Integrity of the County Information covered under this Contract.

Contractor's Information Security Program must include the creation and maintenance of Information Security Policies, standards, and procedures. Information Security Policies, standards, and procedures will be communicated to all Contractor employees in a relevant, accessible, and understandable form and will be regularly reviewed and evaluated to ensure operational effectiveness, compliance with all applicable laws and regulations, and addresses new and emerging Threats and Risks.



The Contractor must exercise the same degree of care in safeguarding and protecting County Information that the Contractor exercises with respect to its own Information and Data, but in no event less than a reasonable degree of care. The Contractor will implement, maintain, and use appropriate administrative, technical, and physical security measures to preserve the Confidentiality, Integrity, and Availability of County Information.

The Contractor's Information Security Program must:

- Protect the Confidentiality, Integrity, and Availability of County Information in the Contractor's possession or control;
- Protect against any anticipated Threats or hazards to the Confidentiality, Integrity, and Availability of County Information;
- Protect against unauthorized or unlawful access, use, disclosure, alteration, or destruction of County Information;
- Protect against accidental loss or destruction of, or damage to, County Information; and
- Safeguard County Information in compliance with any applicable laws and regulations which apply to the Contractor.

- b. **Privacy Program.** The Contractor must establish and maintain a company-wide Privacy Program designed to incorporate Privacy Policies and practices in its business operations to provide safeguards for Information, including County Information. The Contractor's Privacy Program must include the development of, and ongoing reviews and updates to Privacy Policies, guidelines, procedures and appropriate workforce privacy training within its organization. These Privacy Policies, guidelines, procedures, and appropriate training will be provided to all Contractor employees, agents, and volunteers. The Contractor's Privacy Policies, guidelines, and procedures must be continuously reviewed and updated for effectiveness and compliance with applicable laws and regulations, and to appropriately respond to new and emerging Threats and Risks. The Contractor's Privacy Program must perform ongoing monitoring and audits of operations to identify and mitigate privacy Threats.

The Contractor must exercise the same degree of care in safeguarding the privacy of County Information that the Contractor exercises with respect to its own Information, but in no event less than a reasonable degree of care. The Contractor will implement, maintain, and use appropriate privacy practices and protocols to preserve the Confidentiality of County Information.

The Contractor's Privacy Program must include:

- A Privacy Program framework that identifies and ensures that the Contractor complies with all applicable laws and regulations;
- External Privacy Policies, and internal privacy policies, procedures and controls to support the privacy program;
- Protections against unauthorized or unlawful access, use, disclosure, alteration, or destruction of County Information;
- A training program that covers Privacy Policies, protocols and awareness;
- A response plan to address privacy Incidents and privacy breaches; and
- Ongoing privacy assessments and audits.

### 3. PROPERTY RIGHTS TO COUNTY INFORMATION

All County Information is deemed property of the County, and the County will retain exclusive rights and ownership thereto. County Information must not be used by the Contractor for any purpose other than as required under this Contract, nor will such or any part of such be disclosed, sold, assigned, leased, or otherwise disposed of, to third parties by the Contractor, or commercially exploited or otherwise used by, or on behalf of, the Contractor, its officers, directors, employees, or agents. The Contractor may assert no lien on or right to withhold from the County, any County Information it receives from, receives addressed to, or stores on behalf of, the County. Notwithstanding the foregoing, the Contractor may aggregate, compile, and use County Information in order to improve, develop or enhance the System Software and/or other services offered, or to be offered, by the Contractor, provided that (i) no County Information in such aggregated or compiled pool is identifiable as originating from, or can be traced back to the County, and (ii) such Data or Information cannot be associated or matched with the identity of an individual alone, or linkable to a specific individual. The Contractor specifically consents to the County's access to such County Information held, stored, or maintained on any and all devices Contractor owns, leases or possesses.

### 4. CONTRACTOR'S USE OF COUNTY INFORMATION

The Contractor may use County Information only as necessary to carry out its obligations under this Contract. The Contractor must collect, maintain, or use County Information only for the purposes specified in the Contract and, in all cases, in compliance with all applicable local, state, and federal laws and regulations governing the collection, maintenance, transmission, dissemination, storage, use, and destruction of County Information, including, but not limited to, (i) any state and federal law governing the protection of personal Information, (ii) any state and federal security breach notification laws, and (iii) the rules, regulations and directives of the Federal Trade Commission, as amended from time to time.

### 5. SHARING COUNTY INFORMATION AND DATA

The Contractor must not share, release, disclose, disseminate, make available, transfer, or otherwise communicate orally, in writing, or by electronic or other means, County Information to a third party for monetary or other valuable consideration.

### 6. CONFIDENTIALITY

- a. **Confidentiality of County Information.** The Contractor agrees that all County Information is Confidential and proprietary to the County regardless of whether such Information was disclosed intentionally or unintentionally, or marked as "confidential".
- b. **Disclosure of County Information.** The Contractor may disclose County Information only as necessary to carry out its obligations under this Contract, or as required by law, and is prohibited from using County Information for any other purpose without the prior express written approval of the County's contract administrator in consultation with the County's Chief Information Security Officer and/or Chief Privacy Officer. If required by a court of competent jurisdiction or an administrative body to disclose County Information, the Contractor must notify the County's contract administrator immediately and prior to any such disclosure, to provide the County an opportunity to oppose or otherwise respond to such disclosure, unless prohibited by law from doing so.
- c. **Disclosure Restrictions of Non-Public Information.** While performing work under the Contract, the Contractor may encounter County Non-public Information ("NPI") in the course of performing this Contract, including, but not limited to, licensed technology, drawings,

schematics, manuals, sealed court records, and other materials described and/or identified as “Internal Use”, “Confidential” or “Restricted” as defined in [Board of Supervisors Policy 6.104 – Information Classification Policy](#) as NPI. The Contractor must not disclose or publish any County NPI and material received or used in performance of this Contract. This obligation is perpetual.

- d. **Individual Requests.** The Contractor must acknowledge any request or instructions from the County regarding the exercise of any individual’s privacy rights provided under applicable federal or state laws. The Contractor must have in place appropriate policies and procedures to promptly respond to such requests and comply with any request or instructions from the County within seven (7) calendar days. If an individual makes a request directly to the Contractor involving County Information, the Contractor must notify the County within five (5) calendar days and the County will coordinate an appropriate response, which may include instructing the Contractor to assist in fulfilling the request. Similarly, if the Contractor receives a privacy or security complaint from an individual regarding County Information, the Contractor must notify the County as described in Section 13 SECURITY AND PRIVACY INCIDENTS, and the County will coordinate an appropriate response.
- e. **Retention of County Information.** The Contractor must not retain any County Information for any period longer than necessary for the Contractor to fulfill its obligations under the Contract and applicable law, whichever is longest.

## 7. SUBCONTRACTORS AND THIRD PARTIES

The County acknowledges that in the course of performing its services, the Contractor may desire or require the use of goods, services, and/or assistance of Subcontractors or other third parties or suppliers. The terms of this Exhibit will also apply to all Subcontractors and third parties. The Contractor or third party will be subject to the following terms and conditions: (i) each Subcontractor and third party must agree in writing to comply with and be bound by the applicable terms and conditions of this Exhibit, both for itself and to enable the Contractor to be and remain in compliance with its obligations hereunder, including those provisions relating to Confidentiality, Integrity, Availability, disclosures, security, and such other terms and conditions as may be reasonably necessary to effectuate the Contract including this Exhibit; and (ii) the Contractor will be and remain fully liable for the acts and omissions of each Subcontractor and third party, and fully responsible for the due and proper performance of all Contractor obligations under this Contract.

The Contractor must obtain advanced approval from the County’s Chief Information Security Officer and/or Chief Privacy Officer prior to subcontracting services subject to this Exhibit.

## 8. STORAGE AND TRANSMISSION OF COUNTY INFORMATION

All County Information must be rendered unusable, unreadable, or indecipherable to unauthorized individuals. Without limiting the generality of the foregoing, the Contractor will encrypt all workstations, portable devices (such as mobile, wearables, tablets,) and removable media (such as portable or removable hard disks, floppy disks, USB memory drives, CDs, DVDs, magnetic tape, and all other removable storage media) that store County Information in accordance with Federal Information Processing Standard (FIPS) 140-2 or otherwise approved by the County’s Chief Information Security Officer.

The Contractor will encrypt County Information transmitted on networks outside of the Contractor’s control with Transport Layer Security (TLS) or Internet Protocol Security (IPSec), at a minimum cipher strength of 128 bit or an equivalent secure transmission protocol or method approved by County’s Chief Information Security Officer.

In addition, the Contractor must not store County Information in the cloud or in any other online storage provider without written authorization from the County's Chief Information Security Officer. All mobile devices storing County Information must be managed by a Mobile Device Management system. Such system must provide provisions to enforce a password/passcode on enrolled mobile devices. All workstations/Personal Computers (including laptops, 2-in-1s, and tablets) will maintain the latest operating system security patches, and the latest virus definitions. Virus scans must be performed at least monthly. Request for less frequent scanning must be approved in writing by the County's Chief Information Security Officer.

## 9. RETURN OR DESTRUCTION OF COUNTY INFORMATION

The Contractor must return or destroy County Information in the manner prescribed in this section unless the Contract prescribes procedures for returning or destroying County Information and those procedures are no less stringent than the procedures described in this section.

- a. **Return or Destruction.** Upon County's written request, or upon expiration or termination of this Contract for any reason, Contractor must (i) promptly return or destroy, at the County's option, all originals and copies of all documents and materials it has received containing County Information; or (ii) if return or destruction is not permissible under applicable law, continue to protect such Information in accordance with the terms of this Contract; and (iii) deliver or destroy, at the County's option, all originals and copies of all summaries, records, descriptions, modifications, negatives, drawings, adoptions and other documents or materials, whether in writing or in machine-readable form, prepared by the Contractor, prepared under its direction, or at its request, from the documents and materials referred to in Subsection (i) of this Section. For all documents or materials referred to in Subsections (i) and (ii) of this Section that the County requests be returned to the County, the Contractor must provide a written attestation on company letterhead certifying that all documents and materials have been delivered to the County. For documents or materials referred to in Subsections (i) and (ii) of this Section that the County requests be destroyed, the Contractor must provide an attestation on company letterhead and certified documentation from a media destruction firm consistent with subdivision b of this Section. Upon termination or expiration of the Contract or at any time upon the County's request, the Contractor must return all hardware, if any, provided by the County to the Contractor. The hardware should be physically sealed and returned via a bonded courier, or as otherwise directed by the County.
- b. **Method of Destruction.** The Contractor must destroy all originals and copies by (i) cross-cut shredding paper, film, or other hard copy media so that the Information cannot be read or otherwise reconstructed; and (ii) purging, or destroying electronic media containing County Information consistent with NIST Special Publication 800-88, "Guidelines for Media Sanitization" such that the County Information cannot be retrieved. The Contractor will provide an attestation on company letterhead and certified documentation from a media destruction firm, detailing the destruction method used and the County Information involved, the date of destruction, and the company or individual who performed the destruction. Such statement will be sent to the designated County contract manager within ten (10) days of termination or expiration of the Contract or at any time upon the County's request. On termination or expiration of this Contract, the County will return or destroy all Contractor's Information marked as confidential (excluding items licensed to the County hereunder, or that provided to the County by the Contractor hereunder), at the County's option.

## 10. PHYSICAL AND ENVIRONMENTAL SECURITY

All Contractor facilities that process County Information will be located in secure areas and protected by perimeter security such as barrier access controls (e.g., the use of guards and entry badges) that provide a physically secure environment from unauthorized access, damage, and interference.

All Contractor facilities that process County Information will be maintained with physical and environmental controls (temperature and humidity) that meet or exceed hardware manufacturer's specifications.

## 11. OPERATIONAL MANAGEMENT, BUSINESS CONTINUITY, AND DISASTER RECOVERY

The Contractor must: (i) monitor and manage all of its Information processing facilities, including, without limitation, implementing operational procedures, change management, and Incident response procedures consistent with Section 13 SECURITY AND PRIVACY INCIDENTS; and (ii) deploy adequate anti-malware software and adequate back-up systems to ensure essential business Information can be promptly recovered in the event of a disaster or media failure; and (iii) ensure its operating procedures are adequately documented and designed to protect Information and computer media from theft and unauthorized access.

The Contractor must have business continuity and disaster recovery plans. These plans must include a geographically separate back-up data center and a formal framework by which an unplanned event will be managed to minimize the loss of County Information and services. The formal framework includes a defined back-up policy and associated procedures, including documented policies and procedures designed to: (i) perform back-up of data to a remote back-up data center in a scheduled and timely manner; (ii) provide effective controls to safeguard backed-up data; (iii) securely transfer County Information to and from back-up location; (iv) fully restore applications and operating systems; and (v) demonstrate periodic testing of restoration from back-up location. If the Contractor makes backups to removable media (as described in Section 8 STORAGE AND TRANSMISSION OF COUNTY INFORMATION), all such backups must be encrypted in compliance with the encryption requirements noted above in Section 8 STORAGE AND TRANSMISSION OF COUNTY INFORMATION.

## 12. ACCESS CONTROL

Subject to and without limiting the requirements under Section 8 STORAGE AND TRANSMISSION OF COUNTY INFORMATION, County Information (i) may only be made available and accessible to those parties explicitly authorized under the Contract or otherwise expressly approved by the County Project Director or Project Manager in writing; and (ii) if transferred using removable media (as described in Section 8 STORAGE AND TRANSMISSION OF COUNTY INFORMATION) must be sent via a bonded courier and protected using encryption technology designated by the Contractor and approved by the County's Chief Information Security Officer in writing. The foregoing requirements will apply to back-up media stored by the Contractor at off-site facilities.

The Contractor must implement formal procedures to control access to County systems, services, and/or Information, including, but not limited to, user account management procedures and the following controls:

- a. Network access to both internal and external networked services must be controlled, including, but not limited to, the use of industry standard and properly configured firewalls;

- b. Operating systems will be used to enforce access controls to computer resources including, but not limited to, multi-factor authentication, use of virtual private networks (VPN), authorization, and event logging;
- c. The Contractor will conduct regular, no less often than semi-annually, user access reviews to ensure that unnecessary and/or unused access to County Information is removed in a timely manner;
- d. Applications will include access control to limit user access to County Information and application system functions;
- e. All systems will be monitored to detect deviation from access control policies and identify suspicious activity. The Contractor must record, review and act upon all events in accordance with Incident response policies set forth in Section 13 SECURITY AND PRIVACY INCIDENTS; and
- f. In the event any hardware, storage media, or removable media (as described in Section 8 STORAGE AND TRANSMISSION OF COUNTY INFORMATION) must be disposed of or sent off-site for servicing, the Contractor must ensure all County Information, has been eradicated from such hardware and/or media using industry best practices as discussed in Section 8 STORAGE AND TRANSMISSION OF COUNTY INFORMATION.

### 13. SECURITY AND PRIVACY INCIDENTS

In the event of a Security or Privacy Incident, the Contractor must:

- a. Promptly notify the County's Chief Information Security Officer, the Departmental Information Security Officer, and the County's Chief Privacy Officer of any Incidents involving County Information, within twenty-four (24) hours of detection of the Incident. All notifications must be submitted via encrypted email and telephone.

**County Chief Information Security Officer and Chief Privacy Officer email**

[CISO-CPO\\_Notify@lacounty.gov](mailto:CISO-CPO_Notify@lacounty.gov)

**Chief Information Security Officer:**

Jeffrey Aguilar  
Chief Information Security Officer  
320 W Temple Street, 7<sup>th</sup> Floor  
Los Angeles, CA 90012  
(213) 253-5659

**Chief Privacy Officer:**

Lillian Russell  
Chief Privacy Officer  
320 W Temple Street, 7<sup>th</sup> Floor  
Los Angeles, CA 90012  
(213) 351-5363

**Departmental Information Security Officer:**

Fransiscus X. Gunawan (DISO)  
Departmental Information Security Officer  
12440 Imperial Hwy., Suite 400 E.  
Norwalk, CA 90650  
(562) 345-4181

- b. Include the following Information in all notices:
- i. The date and time of discovery of the Incident,
  - ii. The approximate date and time of the Incident,
  - iii. A description of the type of County Information involved in the reported Incident,
  - iv. A summary of the relevant facts, including a description of measures being taken to respond to and remediate the Incident, and any planned corrective actions as they are identified, and
  - v. The name and contact information for the organizations official representative(s), with relevant business and technical information relating to the incident.
- c. Cooperate with the County to investigate the Incident and seek to identify the specific County Information involved in the Incident upon the County's written request, without charge, unless the Incident was caused by the acts or omissions of the County. As Information about the Incident is collected or otherwise becomes available to the Contractor, and unless prohibited by law, the Contractor must provide Information regarding the nature and consequences of the Incident that are reasonably requested by the County to allow the County to notify affected individuals, government agencies, and/or credit bureaus.
- d. Immediately initiate the appropriate portions of their Business Continuity and/or Disaster Recovery plans in the event of an Incident causing an interference with Information Technology operations.
- e. Assist and cooperate with forensic investigators, the County, law firms, and and/or law enforcement agencies at the direction of the County to help determine the nature, extent, and source of any Incident, and reasonably assist and cooperate with the County on any additional disclosures that the County is required to make as a result of the Incident.
- f. Allow the County or its third-party designee at the County's election to perform audits and tests of the Contractor's environment that may include, but are not limited to, interviews of relevant employees, review of documentation, or technical inspection of systems, as they relate to the receipt, maintenance, use, retention, and authorized destruction of County Information.

Notwithstanding any other provisions in this Contract and Exhibit, the Contractor will be (i) liable for all damages and fines, (ii) responsible for all corrective action, and (iii) responsible for all notifications arising from an Incident involving County Information caused by the Contractor's weaknesses, negligence, errors, or lack of Information Security or privacy controls or provisions.

#### **14. NON-EXCLUSIVE EQUITABLE REMEDY**

The Contractor acknowledges and agrees that due to the unique nature of County Information there can be no adequate remedy at law for any breach of its obligations hereunder, that any such breach may result in irreparable harm to the County, and therefore, that upon any such breach, the County will be entitled to appropriate equitable remedies, and may seek injunctive relief from a court of competent jurisdiction without the necessity of proving actual loss, in addition to whatever remedies are available within law or equity. Any breach of Section 6 CONFIDENTIALITY will constitute a material breach of this Contract and be grounds for immediate termination of this Contract in the exclusive discretion of the County.

#### **15. AUDIT AND INSPECTION**

Refer to Exhibit L (Departmental Information Security Requirements) of the Contract.

## 16. PRIVACY AND SECURITY INDEMNIFICATION

In addition to the indemnification provisions in the Contract, the Contractor agrees to indemnify, defend, and hold harmless the County, its Special Districts, elected and appointed officers, agents, employees, and volunteers from and against any and all claims, demands liabilities, damages, judgments, awards, losses, costs, expenses or fees including reasonable attorneys' fees, accounting and other expert, consulting or professional fees, and amounts paid in any settlement arising from, connected with, or relating to:

- The Contractor's violation of any federal and state laws in connection with its accessing, collecting, processing, storing, disclosing, or otherwise using County Information;
- The Contractor's failure to perform or comply with any terms and conditions of this Contract or related agreements with the County; and/or,
- Any Information loss, breach of Confidentiality, or Incident involving any County Information that occurs on the Contractor's systems or networks (including all costs and expenses incurred by the County to remedy the effects of such loss, breach of Confidentiality, or Incident, which may include (i) providing appropriate notice to individuals and governmental authorities, (ii) responding to individuals' and governmental authorities' inquiries, (iii) providing credit monitoring to individuals, and (iv) conducting litigation and settlements with individuals and governmental authorities).

Notwithstanding the preceding sentences, the County will have the right to participate in any such defense at its sole cost and expense, except that in the event contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County will be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor will not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.



# EXHIBIT L

## DEPARTMENTAL INFORMATION SECURITY REQUIREMENTS

DRAFT

# DEPARTMENTAL INFORMATION SECURITY REQUIREMENTS

This Exhibit L sets forth information security procedures to be established by Contractor before the effective date of the Contract and maintained throughout the term of the Contract. These procedures are in addition to the requirements of the Contract. They present a minimum standard only. However, it is Contractor's sole obligation to: (i) implement appropriate measures to secure its systems and data, including Personal Information, Protected Health Information and County's Confidential Information, against internal and external Threats and Risks; and (ii) continuously review and revise those measures to address ongoing Threats and Risks. Failure to comply with the minimum standards set forth in this Exhibit L will constitute a material, non-curable breach of the Contract by Contractor, entitling County, in addition to and cumulative of all other remedies available to it at law, in equity, or under the Contract, to immediately terminate the Contract. Unless specifically defined in this Exhibit L, capitalized terms have the meanings set forth in the Contract.

## 1. SECURITY POLICY

Contractor must establish and maintain a formal, documented, mandated, company-wide information security program, including security policies, standards and procedures (collectively "**Information Security Policy**"). The Information Security Policy will be communicated to all Contractor personnel in a relevant, accessible, and understandable form and will be regularly reviewed and evaluated to ensure its operational effectiveness, compliance with all applicable laws and regulations, and to address new threats and risks.

## 2. PERSONNEL AND CONTRACTOR PROTECTIONS

Contractor must screen and conduct background checks on all Contractor personnel who will have access to County's Confidential Information, including Personally Identifiable Information and Protected Health Information, for potential security risks and require all employees and contractors to sign an appropriate written confidentiality/non-disclosure agreement. All agreements with third parties involving access to Contractor's systems and data, including all outsourcing arrangements and maintenance and support agreements (including facilities maintenance), will specifically address security risks, controls, and procedures for information systems. Contractor must supply each of its Contractor personnel with appropriate, ongoing training regarding information security procedures, Risks, and Threats. Contractor must have an established set of procedures to ensure Contractor personnel promptly report actual and/or suspected breaches of security.

## 3. REMOVABLE MEDIA

Except in the context of Contractor's routine back-ups or as otherwise specifically authorized by County in writing, Contractor must institute strict security controls, including encryption of Removable Media (as defined below), to prevent transfer of Personally Identifiable Information and Protected Health Information to any form of Removable Media. For purposes of this Exhibit L, "**Removable Media**" means portable or removable hard disks, floppy disks, USB memory drives, zip disks, optical disks, CDs, DVDs, digital film, digital cameras, memory cards (e.g., Secure Digital (SD), Memory Sticks (MS), CompactFlash (CF), SmartMedia (SM), MultiMediaCard (MMC), and xD-Picture Card (xD)), magnetic tape, and all other removable data storage media.

#### **4. STORAGE, TRANSMISSION AND DESTRUCTION OF PROTECTED HEALTH INFORMATION**

All Protected Health Information will be rendered unusable, unreadable, or indecipherable to unauthorized individuals in accordance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended and supplemented by the Health Information Technology for Economic and Public Health Act (HITECH). Without limiting the generality of the foregoing, Contractor will encrypt all workstations and portable devices (e.g., mobiles, wearables, tablets, thumb drives, external hard drives) that store County's Confidential Information (including Protected Health Information) in accordance with Federal Information Processing Standard (FIPS) 140-2. Contractor will encrypt County's Confidential Information transmitted on networks outside of Contractor's control with Secure Socket Layer (SSL or TLS), at a minimum, cipher strength of 256 bit. If County's Confidential Information is no longer required to be retained by Contractor under the Contract and applicable law, Contractor must destroy such information by: (a) shredding or otherwise destroying paper, film, or other hard copy media so that the information cannot be read or otherwise cannot be reconstructed; and (b) clearing, purging, or destroying electronic media containing Protected Health Information consistent with NIST Special Publication 800-88, Guidelines for Media Sanitization such that the Protected Health Information cannot be retrieved. Contractor will not store County's Confidential Information (including Protected Health Information) in the cloud or in any other online storage provider.

All mobile devices storing County's Confidential Information (including Protected Health Information) must be managed by a Mobile Device Management system. All workstations/PCs will maintain the latest security patches and have the latest virus definitions. Virus scans should be run daily and logged.

#### **5. DATA CONTROL; MEDIA DISPOSAL AND SERVICING**

Subject to and without limiting the requirements under Section 4 (Storage, Transmission and Destruction of Protected Health Information), Personally Identifiable Information, Protected Health Information, and County's Confidential Information: (i) may only be made available and accessible to those parties explicitly authorized under the Contract or otherwise expressly approved by County in writing; (ii) if transferred across the Internet, any wireless network (e.g., cellular, 802.11x, or similar technology), or other public or shared networks, must be protected using appropriate encryption technology as designated or Approved by County Project Director in writing; and (iii) if transferred using Removable Media (as defined above) must be sent via a bonded courier or protected using encryption technology designated by Contractor and previously approved by the County in writing. The foregoing requirements will apply to back-up data stored by Contractor at off-site facilities. In the event any hardware, storage media, or Removable Media must be disposed of or sent off-site for servicing, Contractor must ensure all County's Confidential Information, including Personally Identifiable Information and Protected Health Information, has been cleared, purged, or scrubbed from such hardware and/or media using industry best practices (e.g., NIST Special Publication 800-88, Guidelines for Media Sanitization).

#### **6. HARDWARE RETURN**

Upon termination or expiration of the Contract at any time upon County's request, Contractor must return all hardware, if any, provided by the County containing Personally Identifiable Information, Protected Health Information, or County's Confidential Information to County. The Personally Identifiable Information, Protected Health Information, and County's Confidential

Information should not be removed or altered in any way. The hardware should be physically sealed and returned via a bonded courier or as otherwise directed by the County. In the event the hardware containing County's Confidential Information or Personally Identifiable Information is owned by Contractor or a third party, a notarized statement, detailing the destruction method used and the data sets involved, the date of destruction, and the company and/or individual who performed the destruction will be sent to a designated County security representative within fifteen (15) days of termination or expiration of the Contract or at any time upon the County's request. Contractor's destruction or erasure of Personal Information and Protected Health Information pursuant to this Section will be in compliance with industry Best Practices (e.g., NIST Special Publication 800-88, Guidelines for Media Sanitization).

## **7. PHYSICAL AND ENVIRONMENTAL SECURITY**

Contractor facilities that process Personally Identifiable Information, Protected Health Information, or County's Confidential Information must be housed in secure areas and protected by perimeter security such as barrier access controls (e.g., the use of guards and entry badges) that provide a physically secure environment from unauthorized access, damage, and interference.

## **8. COMMUNICATIONS AND OPERATIONAL MANAGEMENT**

Contractor must: (i) monitor and manage all of its information processing facilities, including without limitation, implementing operational procedures, change management and incident response procedures; (ii) deploy adequate anti-viral software and adequate back-up facilities to ensure essential business information can be promptly recovered in the event of a disaster or media failure; and (iii) ensure its operating procedures will be adequately documented and designed to protect information, computer media, and data from theft and unauthorized access.

## **9. ACCESS CONTROL**

Contractor must implement formal procedures to control access to its systems, services, and data, including but not limited to, user account management procedures and the following controls:

- a. Network access to both internal and external networked services will be controlled, including but not limited to, the use of properly configured firewalls;
- b. Operating systems will be used to enforce access controls to computer resources including but not limited to, authentication, authorization, and event logging;
- c. Applications will include access control to limit user access to information and application system functions; and
- d. All systems will be monitored to detect deviation from access control policies and identify suspicious activity. Contractor will record, review and act upon all events in accordance with incident response policies set forth below.

## **10. SECURITY INCIDENT**

A "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification or interference with system operations in an information system.

- a. Contractor will promptly notify (but in no event more than twenty-four (24) hours after the detection of a Security Incident) the designated County security contact by telephone and subsequently via written letter of any potential or actual security attacks or Security Incidents.

- b. The notice must include the approximate date and time of the occurrence and a summary of the relevant facts, including a description of measures being taken to address the occurrence. A Security Incident includes instances in which internal personnel access systems in excess of their user rights or use the systems inappropriately.
- c. Contractor will provide a report of all Security Incidents noting the corrective actions taken to mitigate the Security Incidents. This will be provided via a written letter to the County security representative as part of Contractor's annual audit or as reasonably requested by County. County or its third party designee may, but is not obligated, perform audits and security tests of Contractor's environment that may include, but are not limited to, interviews of relevant personnel, review of documentation, or technical inspection of systems, as they relate to the receipt, maintenance, use, retention, and authorized destruction of Personally Identifiable Information, Protected Health Information, and County's Confidential Information.
- d. County reserves the right to view, upon request, summary results (i.e., the number of high, medium and low vulnerabilities) and related corrective action schedule for which Contractor has undertaken on its behalf to assess Contractor's own network security. If requested, copies of these summary results and corrective action schedules will be sent to the County security contact.

## 11. CONTRACTOR SELF AUDIT

As part of Contractor's annual audit or upon the County's request, Contractor will provide to the County a summary of: (1) the results of any security audits, security reviews, or other relevant audits listed below, conducted by Contractor or a third party; and (2) the corrective actions or modifications, if any, Contractor will implement in response to such audits.

Relevant audits conducted by Contractor as of the Effective Date must include:

- a. ISO 27001:2013 (Information Security Management) or FDA's Quality System Regulation, etc. – Contractor-wide. A full recertification is conducted every three (3) years with surveillance audits annually.
  - (i) **External Audit** – Audit conducted by non-Contractor personnel, to assess Contractor's level of compliance to applicable regulations, standards, and contractual requirements.
  - (ii) **Internal Audit** – Audit conducted by qualified Contractor Personnel (or contracted designee) not responsible for the area of review, of Contractor organizations, operations, processes, and procedures, to assess compliance to and effectiveness of Contractor's Quality System ("CQS") in support of applicable regulations, standards, and requirements.
  - (iii) **Supplier Audit** – Quality audit conducted by qualified Contractor Personnel (or contracted designee) of product and service suppliers contracted by Contractor for internal or Contractor client use.
  - (iv) **Detailed findings** – are not published externally, but a summary of the report findings, and corrective actions, if any, will be made available to County as provided above and the ISO certificate is published on Buck Consultants LLC.
- b. SSAE-16 (formerly known as SAS -70 II) – As to the Hosting Services only:
  - (i) Audit spans a full twelve (12) months of operation and is produced annually.
  - (ii) The resulting detailed report is available to County.

- (iii) Detailed findings are not published externally, but a summary of the report findings, and corrective actions, if any, will be made available to County as provided above.

## 12. SECURITY AUDITS

In addition to the audits described in Section 11 (Contractor Self Audit), during the term of this Contract, County or its third-party designee may annually, or more frequently as agreed in writing by the parties, request a security audit of Contractor's data center and systems. The audit will take place at a mutually agreed time by the parties, but in no event on a date more than ninety (90) days from the date of the request by County. County's request for security audit will specify the areas (e.g., Administrative, Physical and Technical) that are subject to the audit and may include but not limited to physical controls, inspection, process reviews, policy reviews, evidence of external and internal vulnerability scans, evidence of code reviews, and evidence of system configuration and audit log reviews. The County will pay for all third-party costs associated with the audit. It is understood that summary data of the results must be filtered to remove the specific information of other Contractor customers such as IP address, server names, etc.

Contractor will cooperate with the County in the development of the scope and methodology for the audit, and the timing and implementation of the audit. Any of the County's regulators will have the same right upon request, to request an audit as described above. Contractor agrees to comply with all reasonable recommendations that result from such inspections, tests, and audits within reasonable timeframes.

## 13. CONFIDENTIALITY

- a. **Confidential Information.** Contractor agrees that all information supplied by its affiliates and agents to the County including, without limitation, (a) any information relating to the County's customers, patients, business partners, or personnel; (b) Personally Identifiable Information (as defined below); and (c) any Protected Health Information under HIPAA and HITECH, will be deemed confidential and proprietary to the County, regardless of whether such information was disclosed intentionally or unintentionally or marked as "confidential" or "proprietary" ("Confidential Information"). To be deemed "Confidential Information," trade secrets and mask works must be plainly and prominently marked with restrictive legends.
- b. **County Data.** All of County's Confidential Information, data, records and information of the County to which Contractor has access, or otherwise provided to Contractor under this Contract ("County Data"), is and will remain the property of the County and the County retains exclusive rights and ownership thereto. The County Data may not be used by Contractor for any purpose other than as required under this Contract, nor may such data or any part of such data be disclosed, sold, assigned, leased or otherwise disposed of to third parties by Contractor or commercially exploited or otherwise used by or on behalf of Contractor, its officers, directors, employees, or agents.
- c. **Non-Exclusive Equitable Remedy.** Subject to the limitations and other applicable provisions set forth in the Contract, Contractor acknowledges and agrees that due to the unique nature of Confidential Information there can be no adequate remedy at law for any breach of its obligations hereunder, that any such breach or threatened breach may result in irreparable harm to County, and therefore, that upon any such breach or any threat thereof, County will be entitled to appropriate equitable remedies, and may seek injunctive relief from a court of competent jurisdiction without the necessity of proving actual loss, in addition to whatever remedies either of them might have at law or equity. Any breach of this Section 13 (Confidentiality) will constitute a material breach of this Contract and be



grounds for immediate termination of this Contract in the exclusive discretion of the County.

- d. **Personally Identifiable Information.** “Personally Identifiable Information” means any information that identifies a person, including but not limited to, name, address, email address, passwords, account numbers, social security numbers, credit card information, personal financial or healthcare information, personal preferences, demographic data, marketing data, credit data, or any other identification data. For the avoidance of doubt, Personally Identifiable Information includes, but not be limited to, all “nonpublic personal information,” as defined under the Gramm-Leach-Bliley Act (15 United States Code (“U.S.C.”) §6801 et seq.), Protected Health Information, and “Personally Identifiable Information” as that term is defined in EU Data Protection Directive (Directive 95/46/EEC) on the protection of individuals with regard to processing of personal data and the free movement of such data.
- i. **Personally Identifiable Information.** In connection with this Contract and performance of the services, Contractor may be provided or obtain, from County or otherwise, Personally Identifiable Information pertaining to County’s current and prospective personnel, directors and officers, agents, investors, patients, and customers and may need to process such Personally Identifiable Information and/or transfer it, all subject to the restrictions set forth in this Contract and otherwise in compliance with all applicable foreign and domestic laws and regulations for the sole purpose of performing the services.
- ii. **Treatment of Personally Identifiable Information.** Without limiting any other warranty or obligations specified in this Contract, and in particular the Confidentiality provisions of the Contract, during the term of this Contract and thereafter in perpetuity, Contractor will not gather, store, log, archive, use, or otherwise retain any Personally Identifiable Information in any manner and will not disclose, distribute, sell, share, rent, or otherwise retain any Personally Identifiable Information to any third party, except as expressly required to perform its obligations in this Contract or as Contractor may be expressly directed in advance in writing by County. Contractor represents and warrants that Contractor will use and process Personally Identifiable Information only in compliance with (a) this Contract, (b) County’s then current privacy policy, and (c) all applicable local, state, and federal laws and regulations (including, but not limited to, current and future laws and regulations relating to spamming, privacy, confidentiality, data security, and consumer protection).
- iii. **Retention of Personally Identifiable Information.** Contractor will not retain any Personally Identifiable Information for any period longer than necessary for Contractor to fulfill its obligations under this Contract. As soon as Contractor no longer needs to retain such Personally Identifiable Information in order to perform its duties under this Contract, Contractor will promptly return or destroy or erase all originals and copies of such Personally Identifiable Information as required by this Contract.
- e. **Return of Confidential Information.** On the County’s written request or upon expiration or termination of this Contract for any reason, Contractor will promptly: (a) return or destroy, at the County’s option, all originals and copies of all documents and materials it has received containing County’s Confidential Information; (b) if return or destruction is not permissible under applicable law, continue to protect such information in accordance with the terms of this Contract; and (c) deliver or destroy, at County’s option, all originals and copies of all summaries, records, descriptions, modifications, negatives, drawings, adoptions and other documents or materials, whether in writing or in machine-readable

form, prepared by Contractor, prepared under its direction, or at its request, from the documents and materials referred to in Subsection 13 (a), and provide a notarized written statement to County certifying that all documents and materials referred to in Subsections 13 (a) and (b) above have been delivered to the County or destroyed, as requested by the County. On termination or expiration of this Contract, the County will return or destroy all Contractor's Confidential Information (excluding items licensed to the County hereunder or that are required for use of the Deliverables and/or the Software), at Contractor's option.

DRAFT



# **EXHIBIT M**

## **COMPLIANCE WITH DEPARTMENTAL ENCRYPTION REQUIREMENTS**

**DRAFT**

# COMPLIANCE WITH DEPARTMENTAL ENCRYPTION REQUIREMENTS

Contractor is required to provide information about its encryption practices with respect to Personal Information, Protected Health Information, Medical Information, and any other information described in Exhibit L (Departmental Information Security Requirements) of the Contract by completing this Exhibit M. By signing this Exhibit M, Contractor certifies that it will be in compliance with the Los Angeles County Board of Supervisors Policy 5.200 (Contractor Protection of Electronic County Information) upon the Effective Date and during the Term of the Contract.

COMPLIANCE QUESTIONS	YES	NO	N/A	DOCUMENTATION AVAILABLE	
	YES	NO	N/A	YES	NO
1) Will County data stored on your workstation(s) be encrypted? Sentinel Employees are not permitted to store county data on workstations.	<input type="checkbox"/>	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2) Will County data stored on your laptop(s) be encrypted? Sentinel Employees are not permitted to store county data on laptops.	<input type="checkbox"/>	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3) Will County data stored on removable media be encrypted? Sentinel Employees are not permitted to store county data on removable media.	<input type="checkbox"/>	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4) Will County data be encrypted when transmitted?	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input checked="" type="checkbox"/>	<input type="checkbox"/>
5) Will Contractor maintain a copy of any validation/attestation reports generated by its encryption tools? Sentinel does not have attestation reports for encryption.	<input type="checkbox"/>	<input type="checkbox"/>	N/A	<input type="checkbox"/>	<input type="checkbox"/>
6) Will County data be stored on remote servers*? <i>*cloud storage, Software-as-a-Service or SaaS</i> Encrypted backups are stored at Amazon S3; and encrypted synchronized copies of systems are stored at 11:11 Systems iLand for Disaster Recovery.	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input checked="" type="checkbox"/>	<input type="checkbox"/>

Dennis Fuller  
Official's Name

Chief Financial Officer  
Official's Title

Dennis Fuller  
Official's Signature

**EXHIBIT N**

**SUPPLEMENTAL CONFIDENTIALITY OF  
CORI INFORMATION – LASD**

DRAFT

## SUPPLEMENTAL CONFIDENTIALITY OF CORI INFORMATION – LASD

Criminal Offender Record Information (CORI) is that information which is recorded as the result of an arrest, detention, or other initiation of criminal proceedings including any consequent proceedings related thereto. As an employee of Contractor during the legitimate course of your duties, you may have access to CORI. The Los Angeles County Sheriff's Department (Department) has a policy of protecting the confidentiality of Criminal Offender Record Information.

You are required to protect the information contained in case files against disclosure to all individuals who do not have a right-to-know or a need-to-know this information.

The use of any information obtained from case files or other related sources of CORI to make contact with inmates or their relatives, or to make CORI available to anyone who has no real and proper reason to have access to this information as determined solely by the Department is considered a breach of confidentiality, inappropriate, and unauthorized.

Any Contractor employee engaging in such activities is in violation of the Department's confidentiality policy and will be subject to appropriate disciplinary action and/or criminal action pursuant to Section 11142 of the California Penal Code.

I have read and understand the Department's policy concerning the confidentiality of CORI records.

*Dennis Fuller*

\_\_\_\_\_  
(Signature)

Dennis Fuller

\_\_\_\_\_  
Name (Print)

Chief Financial Officer

\_\_\_\_\_  
Title of Authorized Representative

06/25/2024

\_\_\_\_\_  
Date

All Contractor's staff authorized to perform work under the Contract must complete this form. A fully executed copy(ies) of this form must be provided to County Project Manager prior to commencement of Work under the Contract.

# EXHIBIT O

## CONTRACT DISCREPANCY REPORT

DRAFT

# CONTRACT DISCREPANCY REPORT

TO: \_\_\_\_\_

FROM: \_\_\_\_\_

Prepared by County: \_\_\_\_\_

Returned by Contractor: \_\_\_\_\_

Action Completed Date: \_\_\_\_\_

DISCREPANCY PROBLEM(S): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signature of County Representative

Date

CONTRACTOR RESPONSE (Cause and Corrective Action): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signature of Contractor Representative

Date

COUNTY EVALUATION OF CONTRACTOR RESPONSE: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signature of Contractor Representative

Date

COUNTY ACTIONS: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

### CONTRACTOR NOTIFIED OF ACTION:

County Representative's Signature and Date \_\_\_\_\_

Contractor Representative's Signature and Date \_\_\_\_\_

**BOARD LETTER/MEMO  
CLUSTER FACT SHEET**

Board Letter

Board Memo

Other

<b>CLUSTER AGENDA REVIEW DATE</b>	7/24/2024	
<b>BOARD MEETING DATE</b>	8/6/2024	
<b>SUPERVISORIAL DISTRICT AFFECTED</b>	<input type="checkbox"/> All <input type="checkbox"/> 1 <sup>st</sup> <input type="checkbox"/> 2 <sup>nd</sup> <input type="checkbox"/> 3 <sup>rd</sup> <input checked="" type="checkbox"/> 4 <sup>th</sup> <input type="checkbox"/> 5 <sup>th</sup>	
<b>DEPARTMENT(S)</b>	Los Angeles County Sheriff's Department	
<b>SUBJECT</b>	Taskforce for Regional Autotheft Prevention Paramount Facility Improvements Project	
<b>PROGRAM</b>		
<b>AUTHORIZES DELEGATED AUTHORITY TO DEPT</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
<b>SOLE SOURCE CONTRACT</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:	
<b>SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No – Not Applicable	
<b>DEADLINES/ TIME CONSTRAINTS</b>		
<b>COST &amp; FUNDING</b>	Total cost: \$2,220,000	Funding source: Sheriff's Department Vehicle Theft Prevention Program Fund
	TERMS (if applicable):	
	Explanation: Approval of the enclosed appropriation adjustment will authorize the transfer of \$2,038,000 from the Sheriff Department's Vehicle Theft Prevention Program Fund to the Taskforce for Regional Autotheft Prevention Paramount Facility Improvements Project, Capital Project No. 8A061, to fully fund the proposed Project.	
<b>PURPOSE OF REQUEST</b>	Approval of the recommendations will find the Taskforce for Regional Autotheft Prevention Paramount Facility Improvements Project exempt from the California Environmental Quality Act, establish and approve Capital Project No. 8A061, approve the related appropriation adjustment, and authorize the Director of the Internal Services Department, or designee, to deliver the proposed project using a Board-approved Job Order Contract.	
<b>BACKGROUND (include internal/external issues that may exist including any related motions)</b>	The proposed Project would provide facility improvements to an existing undisclosed County-owned facility, located in the City of Paramount, in order to provide a refurbished office space for the TRAP unit. The TRAP unit is responsible for targeting, investigating, and prosecuting individuals involved in vehicle theft, the identification of locations used in connection with vehicle theft offenses, and associated training of participating agencies throughout LA County.	
<b>EQUITY INDEX OR LENS WAS UTILIZED</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:	
<b>SUPPORTS ONE OF THE NINE BOARD PRIORITIES</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please state which one(s) and explain how:	
<b>DEPARTMENTAL CONTACTS</b>	Name, Title, Phone # & Email: Thomas DeSantis, P&PM Division Manager, (323) 267-3467, TDesantis@isd.lacounty.gov	



County of Los Angeles  
**INTERNAL SERVICES DEPARTMENT**

1100 North Eastern Avenue  
Los Angeles, California 90063

**MICHAEL OWH**  
Director

Telephone: (323) 267-2101  
FAX: (323) 264-7135

*Speed. Reliability. Value.*

August 6, 2024

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:

**LOS ANGELES COUNTY SHERIFF'S DEPARTMENT  
TASKFORCE FOR REGIONAL AUTO THEFT PREVENTION  
PARAMOUNT FACILITY IMPROVEMENTS PROJECT  
CATEGORICAL EXEMPTION  
ESTABLISH AND APPROVE CAPITAL PROJECT NO. 8A061  
AND RELATED APPROPRIATION ADJUSTMENT  
AUTHORIZE USE OF JOB ORDER CONTRACT  
(FY 2024-25)  
(SUPERVISORIAL DISTRICT 4)  
(4 VOTES)**

**SUBJECT**

Approval of the recommendations will find the Taskforce for Regional Autotheft Prevention Paramount Facility Improvements Project exempt from the California Environmental Quality Act, establish and approve Capital Project No. 8A061, approve the related appropriation adjustment, and authorize the Director of the Internal Services Department, or designee, to deliver the proposed project using a Board-approved Job Order Contract.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Find the proposed Taskforce for Regional Autotheft Prevention Paramount Facility Improvements Project exempt from the California Environmental Quality Act for the reasons stated in this letter and in the record of the project.
2. Establish and approve the proposed Taskforce for Regional Autotheft Prevention Paramount Facility Improvements Project, Capital Project No. 8A061 with a total budget of \$2,220,000.



3. Approve an appropriation adjustment to transfer \$2,038,000 from the Sheriff Department's Vehicle Theft Prevention Program Fund to the Taskforce for Regional Autotheft Prevention Paramount Facility Improvements Project, Capital Project No. 8A061.
4. Authorize the Director of the Internal Services Department, or designee, to deliver the Taskforce for Regional Autotheft Prevention Paramount Facility Improvements Project using a Board-approved Job Order Contract.

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

Approval of the recommendations will find the Taskforce for Regional Autotheft Prevention (TRAP) Paramount Facility Improvements Project (Project) exempt from the California Environmental Quality Act (CEQA), establish and approve Capital Project No. 8A061, approve the project budget and appropriation adjustment, authorize the Internal Services Department (ISD) to deliver the proposed Project using a Board-approved Job Order Contract (JOC).

The proposed Project would provide facility improvements to an existing undisclosed County-owned facility, located in the City of Paramount, in order to provide a refurbished office space for the TRAP unit. The TRAP unit is responsible for targeting, investigating, and prosecuting individuals involved in vehicle theft, the identification of locations used in connection with vehicle theft offenses, and associated training of participating agencies throughout LA County.

Further, TRAP is an integrated, multi-jurisdictional, multi-agency vehicle theft curtailment program for the Los Angeles County Region, funded under Assembly Bill 1404 (9250.14 CVC), which assesses two dollars on vehicles and four dollars on commercial vehicles to vehicle registration fees registered in the respective counties. TRAP investigators include members of LASD, LAPD, CHP and participating agencies.

The existing building was built in 1975 and was part of a lease/leaseback. The lease has since been paid off, and ownership was transferred to the County in 1990. The facility was previously occupied by the Department of Health Services and the Department of Children and Family Services prior to the proprietorship given to the Sheriff's Department in August 2010 where it was utilized by the Department's Parole Compliance field team. In order to maximize Sheriff occupied facilities and meet the needs of the public, TRAP intends to utilize this space for their field teams. The facility currently allows for limited use and is in need of the renovation to restore full occupancy and would be remodeled to augment office space for the Mid-County region and Central region TRAP teams.

The proposed facility improvement work encompasses exterior site work, which includes but not limited to the replacement of exterior fencing with access-controlled gates, the upgrade of ADA parking and path of travel for code compliance, replacement of trash enclosure and parking restriping. The building interior work includes but not limited to the reconfiguration of interior space for staff workstations, the refinishing of an existing conference room, an addition of male and female locker rooms and an all-gender shower/restroom, the relocation of a break area, the replacement of the affected floor, wall,

ceiling finishes, the reconfiguration of the affected building electrical and lighting, mechanical, plumbing, fire life safety, and data systems, as well as building security and access control system.

With respect to the All-Gender Restroom Policy Guidelines approved on November 1, 2022, this project would serve to proactively facilitate the County's goal of providing easily-accessible all-gender restrooms for invited guests and staff by designating a restroom for all-gender usage, however, this is not a public facility.

The estimated project duration is approximately 12 months which includes construction and project closeout.

### **Implementation of Strategic Plan Goals**

These recommendations support the County Strategic Plan: North Star 3: Realize Tomorrow's Government Today, Focus Area Goal G: Internal Controls and Processes, Strategy ii. Manage and Maximize County Assets by investing in public infrastructure that will improve the operational effectiveness of an existing County asset.

### **Green Building/Sustainable Design Program**

The proposed Project will support the Board's Green Building/Sustainable Design Program by incorporating design features that will optimize energy efficiency.

The proposed Project would be designed and constructed to comply with Title 24 of the California Code of Regulations. Title 24 contains building standards to conserve electricity and natural gas in new and existing buildings within the State. When appropriate, ISD will document all Title 24 related improvements that qualify for Leadership in Energy and Environmental Design (LEED) building points to apply toward future LEED certification for the County building.

### **FISCAL IMPACT/FINANCING**

The total cost for the proposed Project is currently estimated at \$2,220,000, which includes design, construction, change order allowance, inspection/testing, civic art allocation, and ISD county services (Enclosure A). The Sheriff's Department has previously funded design and project management services in the amount of \$182,000.

The proposed renovations will provide the Sheriff's Department with approximately 3,600 square feet of office and ancillary space and includes a secured parking lot with appurtenances. Sufficient funding for the proposed renovations is included in the Fiscal Year (FY) 2024-2025 Sheriff's Department operating budget, utilizing the Vehicle Theft Program 15811-41071.

Approval of the enclosed appropriation adjustment (Enclosure B) will authorize the transfer of \$2,038,000 from the Sheriff Department's Vehicle Theft Prevention Program Fund to the Taskforce for Regional Autotheft Prevention Paramount Facility Improvements Project, Capital Project No. 8A061, to

fully fund the proposed Project. Miscellaneous furniture, fixtures, and equipment (FF&E) will be procured through a separate purchase order and funded by the Sheriff's Department.

### **Operating Budget Impact**

It is anticipated that the proposed renovations for office and ancillary space will minimally increase operating and maintenance costs. Therefore, ISD and the Sheriff's Department do not anticipate any one-time start-up costs. Any additional ongoing maintenance costs that are a direct result of the proposed project will be funded by the Sheriff Department's operating budget.

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

In accordance with the Board's Local and Targeted Worker Hire Policy, updated on May 17, 2023, the proposed Project will include a best-efforts Local Worker hiring goal of at least thirty percent (30%). The "Targeted Worker" component will not be included as part of the proposed Project.

In accordance with the Board's Civic Art Policy, adopted on December 7, 2004, and last amended on August 4, 2020, the proposed Project budget includes one percent (1%) of eligible design and construction costs, in the amount of \$13,000, to be allocated to the Civic Art Fund.

### **ENVIRONMENTAL DOCUMENTATION**

The proposed Project is categorically exempt from CEQA. The scope of work consists of improvements to an existing facility as described above. Therefore, the work is within certain classes of projects that have been determined not to have a significant effect on the environment in that it will meet the criteria set forth in Sections 15301(d), 15302, and 15303 of the State CEQA Guidelines and Classes 1(c), 2, and 3 of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G because it includes repairs and minor alterations to existing public facilities with negligible or no expansion of use, replacement of features with the same purpose and capacity, placement of small equipment and accessory structures, and installation of equipment at existing facilities.

In addition, based on the records of the proposed project, it will comply with all applicable regulations, it is not in a sensitive environment and there are no cumulative impacts, unusual circumstances, damage to scenic highways, listing on hazardous waste site lists compiled pursuant to Government Code section 65962.5, or indications that it may cause a substantial adverse change in the significance of a historic resource that would make the exemptions inapplicable.

Upon the Board's approval of the proposed project, ISD will file a Notice of Exemption with the Registrar-Recorder/County Clerk and with the State Clearinghouse in the Office of Planning and Research in accordance with section 21152 of the California Public Resources Code and will post the Notice to its website in accordance with section 21092.2.

### **CONTRACTING PROCESS**

The proposed Project would be delivered using an ISD Board-approved JOC for the construction. The standard Board-directed clauses, including those that provide for contract termination and hiring qualified displaced county employees, are included in all JOCs.

The JOCs contain the Board's required provisions including those pertaining to consideration of qualified County employees targeted for layoffs, as well as qualified GAIN/GROW participants for employment openings, compliance with the Jury Service Ordinance, Safely Surrendered Baby Law, and the Child Support program.

The JOC contractor who would perform the work, if approved, is required to fully comply with applicable legal requirements, which among other things, include Chapters 2.200 (Child Support Compliance Program) and 2.203 (Contractor Employee Jury Service Program) of the Los Angeles County Code, and Section 1774 of the California Labor Code pertaining to payment of prevailing wages.

For this proposed Project, ISD has made the determination that the use of a JOC is the most appropriate contracting method to perform the tasks involved. Specifically, to the extent the project entails repair, remodeling, refurbishment, or alteration, and the cost of such project exceeds \$50,000, such project would have to be performed via a competitively-procured construction contract, such as a JOC, not by county employees, due to the "Force Account" limitations set forth in the Public Contract Code.

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

Approval of the recommendations will have minimal impact on current county services. The facility is currently vacated and will be vacant during the duration of the proposed project.

### **CONCLUSION**

Please return one adopted copy of the board letter to the following: ISD Operations Service, the Chief Executive Office – Capital Programs Division, and the Sheriff's Department.

Respectfully submitted,

Michael Owh  
Director

MO:ME:TD:sy

Enclosures

C: Executive Office, Board of Supervisors  
Chief Executive Office  
County Counsel  
Arts and Culture (Civic Art Division)  
Sheriff's Department

DRAFT

**PROJECT INFORMATION SHEET  
SCHEDULE AND BUDGET SUMMARY**

<b>PROJECT :</b>	<b>SD TRAP Paramount Office TI</b>
<b>CAPITAL PROJECT NO. :</b>	<b>8A061</b>

**I. PROJECT SCHEDULE**

<b>Project Activity</b>	<b>Duration</b>	<b>Scheduled Completion Date</b>
Complete Construction Documents	Complete	March 2024
Jurisdictional Approval	TBD	July 2024
Award Construction Contract	1 month following Board approval	Sept 2024
Substantial Completion	11 months following Board approval	July 2025
Project Acceptance	12 months following Board approval	Aug 2025

**II. BUDGET SUMMARY**

<b>Budget Category</b>	<b>Proposed Budget</b>
Construction	
Construction	\$ 1,154,000.00
Change Orders (Contingency)	\$ 242,000.00
<b>Subtotal</b>	<b>\$ 1,396,000.00</b>
Civic Art (if not exempt)	\$ 13,000.00
Plans and Specifications	\$ 169,000.00
Jurisdictional Review/Plan Check/Permits	\$ 49,000.00
County Services (ISD Indirect)	\$ 593,000.00
<b>Total Project Budget</b>	<b>\$ 2,220,000.00</b>

August 06, 2024

COUNTY OF LOS ANGELES

**REQUEST FOR APPROPRIATION ADJUSTMENT**

SHERIFF DEPARTMENT

**AUDITOR-CONTROLLER:**

THE FOLLOWING APPROPRIATION ADJUSTMENT IS DEEMED NECESSARY BY THIS DEPARTMENT. PLEASE CONFIRM THE ACCOUNTING ENTRIES AND AVAILABLE BALANCES AND FORWARD TO THE CHIEF EXECUTIVE OFFICER FOR HER RECOMMENDATION OR ACTION.

**ADJUSTMENT REQUESTED AND REASONS THEREFORE  
FY 2024-25  
4 - VOTES**

**SOURCES**

**USES**

SHERIFF - VEHICLE THEFT PREVENTION PROGRAM FUND  
BS1-SH-2000-41071  
SERVICES & SUPPLIES  
**DECREASE APPROPRIATION** **2,038,000**

SHERIFF - VEHICLE THEFT PREVENTION PROGRAM FUND  
BS1-SH-6100-41071  
OTHER FINANCING USES  
**INCREASE APPROPRIATION** **2,038,000**

SHERIFF DEPARTMENT  
TRAP PARAMOUNT FACILITY IMPROVEMENTS PROJECT  
A01-CP-96-9919-65046-8A061  
OPERATING TRANSFERS IN - CAPITAL PROJECTS  
**INCREASE REVENUE** **2,038,000**

SHERIFF DEPARTMENT  
TRAP PARAMOUNT FACILITY IMPROVEMENTS PROJECT  
A01-CP-6014-65046-8A061  
CAPITAL ASSETS - B & I  
**INCREASE APPROPRIATION** **2,038,000**

**SOURCES TOTAL** **\$ 4,076,000**

**USES TOTAL** **\$ 4,076,000**

**JUSTIFICATION**

Reflects an appropriation adjustment to transfer \$2,038,000 from Sheriff's operating budget to the Taskforce for Regional Autotheft Prevention (TRAP) Paramount Facility Improvements Project, Capital Project No. 8A061, to fully fund the project.

**AUTHORIZED SIGNATURE**

DAVID E. CULVER, BUREAU DIRECTOR

BOARD OF SUPERVISOR'S APPROVAL (AS REQUESTED/REVISED)

REFERRED TO THE CHIEF EXECUTIVE OFFICER FOR---

ACTION

RECOMMENDATION

AUDITOR-CONTROLLER

BY

B.A. NO.

DATE

APPROVED AS REQUESTED

APPROVED AS REVISED

CHIEF EXECUTIVE OFFICER

BY

DATE

## BOARD LETTER/MEMO CLUSTER FACT SHEET

 Board Letter

 Board Memo

 Other

<b>CLUSTER AGENDA REVIEW DATE</b>	7/24/2024	
<b>BOARD MEETING DATE</b>	8/6/2024	
<b>SUPERVISORIAL DISTRICT AFFECTED</b>	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 <sup>st</sup> <input type="checkbox"/> 2 <sup>nd</sup> <input type="checkbox"/> 3 <sup>rd</sup> <input type="checkbox"/> 4 <sup>th</sup> <input type="checkbox"/> 5 <sup>th</sup>	
<b>DEPARTMENT(S)</b>	Los Angeles County Sheriff's Department (LASD)	
<b>SUBJECT</b>	Requesting Board approval to authorize the Sheriff of the Los Angeles County to accept the State of California (State) Office of Traffic Safety (OTS) Traffic Records Improvement Project Grant Program (Program) grant award in the amount of \$1,500,000 for the period of October 1, 2023, to September 30, 2024. <b>The Department has received pre-approval by the State OTS to receive a second grant period covering October 1, 2024, through September 30, 2025, to allow sufficient time to purchase, install, train, and demonstrate system performance necessary for grant reimbursement.</b>	
<b>PROGRAM</b>	Traffic Records Improvement Project (TRIP)	
<b>AUTHORIZES DELEGATED AUTHORITY TO DEPT</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
<b>SOLE SOURCE CONTRACT</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:	
<b>SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No – Not Applicable	
<b>DEADLINES/ TIME CONSTRAINTS</b>		
<b>COST &amp; FUNDING</b>	Total cost: \$1,500,000	Funding source: LASD has identified sufficient funding within its operating budget
	TERMS (if applicable):	
	Explanation: This is a zero-net County cost grant program with no match requirement. Funding for this project will be included in the Department's FY 2024-25 Supplemental Changes budget request in the amount of \$1,500,000 in services and supplies appropriation fully offset by revenue from OTS. The \$1,500,000 will support/fund the Department's use of the Crossroads traffic collision and citation reporting software, the necessary system hardware (desktop computers and monitors, digital tablet devices, and mobile receipt printers), and Justice Data Interface Controller System/Computer-Aided Dispatch software licenses for the patrol stations with traffic enforcement teams.  Aside from the \$1,500,000 in grant funding the Department will be responsible for approximately \$61,000 in annual expenses associated with data hosting services (\$36,000) and software maintenance and support services (\$25,000), the first year of which will be supported by the Department's Asset Forfeiture Special Revenue Fund. Thereafter the annual nominal obligations will be supported by the Department through a combination of potential, anticipated savings in staff time/overtime (as the time associated with report writing/completion is expected to be reduced) and potential revenue maximization, including but not limited to other potential grant programs and cost-sharing opportunities.	



<b>PURPOSE OF REQUEST</b>	Requesting Board approval to authorize the Sheriff' Department to accept the State OTS TRIP Grant Program
<b>BACKGROUND</b> (include internal/external issues that may exist including any related motions)	On January 23, 2023, the Department submitted an application in response to the Program solicitation. The OTS reviewed the Department's application and selected the Department to receive \$1,500,000. The Department was notified of the award on November 1, 2023. The grant period is from October 1, 2023, through September 30, 2024. The Department requested, and has been pre-approved by OTS, to receive a second grant term for the period of October 1, 2024, through September 30, 2025. No additional grant funding will be provided. The second one-year term is solely to ensure sufficient time to procure system components, conduct training, and demonstrate the successful transmittal of traffic collision data to the California Highway Patrol, as necessary to receive grant reimbursement.
<b>EQUITY INDEX OR LENS WAS UTILIZED</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please explain how:  This grant will support the Department's transition to an electronic, paperless workflow traffic collision report writing and citation system. The Department prepares and processes approximately 20,000 handwritten traffic crash reports and tens of thousands of citations each year. Each crash report requires time consuming statistical entries and a sketch of the scene, which can take up to an hour to complete. Errors on the statistical entries within the crash report are the substantial cause of an approximate 30-40 percent rejection rate by the reviewer. Errors and illegible handwritten citations cause an approximate 20-30 percent citation rejection rate from the court, requiring time consuming citation amendments to be mailed to the defendant and re-submitted to the court.  The new hardware and completely paperless software system will feature computer aided sketch tools and Google Maps integration to aid in the drawing of the sketch; electronic scanning of driver's licenses and registration documents to auto populate the report form and electronic citation form; and data validation which will eliminate common errors that result in crash report and citation rejections. The software will also eliminate tedious and time-consuming manual data entry by station clerks and paper copies for reporting of traffic crash data to the California Highway Patrol. The implementation and roll-out of this project will substantially reduce the time needed to prepare, review, and approve traffic crash reports and citations, and will facilitate the identification, prioritization, and implementation of traffic safety measures.
<b>SUPPORTS ONE OF THE NINE BOARD PRIORITIES</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please state which one(s) and explain how:  The requested actions support the County Strategic Plan's North Star II: Foster Vibrant and Resilient Communities; Focus Area C: Enhance the safety of the public and our communities by addressing the risks, danger, harm, and conditions that cause, drive, or can help mitigate unlawful activity and crime and supports law enforcement accountability and transparency; Strategy I. Prevention, Protection & Security: Support and invest in innovative practices, crime prevention resources and infrastructure to provide protection and security
<b>DEPARTMENTAL CONTACTS</b>	Name, Title, Phone # & Email: -Lisa Dye, Grants Unit Manager – 213-229-1810 -Bonnie Chow, Grants Unit Manager- 213-229-1835 -Michael Politano, Lieutenant, North Patrol – 661-948-8466

August 6, 2024

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

Dear Supervisors:

**ACCEPT A GRANT AWARD FROM THE STATE OF CALIFORNIA  
OFFICE OF TRAFFIC SAFETY FOR THE  
TRAFFIC RECORDS IMPROVEMENT PROJECT PROGRAM  
FISCAL YEAR 2023-24  
(ALL DISTRICTS) (4 VOTES)**

**SUBJECT**

Requesting Board approval to authorize the Sheriff of the Los Angeles County (County) to accept the State of California (State) Office of Traffic Safety (OTS) Traffic Records Improvement Project (TRIP) Grant Program (Program) grant award in the amount of \$1,500,000 for the period of October 1, 2023, to September 30, 2024. The funds are offered by the United States Department of Transportation, Assistance Listing Number 20.616, passing through the State. The funds will be used to purchase a license for a Crossroads software application, desktop computer equipment for patrol stations, and handheld wireless digital devices for field use.

**IT IS RECOMMENDED THAT THE BOARD**

1. Delegate authority to the Sheriff, as an agent for the County, to accept and execute the attached TRIP Grant Agreement Number TR24016 in the amount of \$1,500,000 to fund the County Sheriff's Department (Department) North Patrol Division for the grant period of October 1, 2023, through September 30, 2024.

2. Delegate authority to the Sheriff, or his designee, as an agent for the County, to execute and submit all required grant documents, including, but not limited to, agreements, modifications, extensions, and payment requests that may be necessary for the completion of the Program.
3. Delegate authority to the Sheriff, or his designee, as an agent for the County, to apply and submit a grant application to OTS for this Program in future fiscal years (FYs), and to execute all required grant application documents, including assurances and certifications, when and if such future funding becomes available.
4. Delegate authority to the Sheriff, or his designee, as an agent for the County, to accept all grant awards for the Program in future FYs, if awarded by OTS, and execute all required grant award documents, including, but not limited to, agreements, modifications, extensions, and payment requests, which may be necessary for completion of the Program in future FYs.

#### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS**

This grant will support the Department's transition to an electronic, paperless workflow traffic collision report writing and citation system. The Department prepares and processes approximately 20,000 handwritten traffic crash reports and tens of thousands of citations each year. Each crash report requires time consuming statistical entries and a sketch of the scene, which can take up to an hour to complete. Errors on the statistical entries within the crash report are the substantial cause of an approximate 30-40 percent rejection rate by the reviewer. Errors and illegible handwritten citations cause an approximate 20-30 percent citation rejection rate from the court, requiring time consuming citation amendments to be mailed to the defendant and re-submitted to the court.

The new hardware and completely paperless software system will feature computer aided sketch tools and Google Maps integration to aid in the drawing of the sketch; electronic scanning of driver's licenses and registration documents to auto populate the report form and electronic citation form; and data validation which will eliminate common errors that result in crash report and citation rejections. The software will also eliminate tedious and time-consuming manual data entry by station clerks and paper copies for reporting of traffic crash data to the California Highway Patrol. The implementation and roll-out of this project will substantially reduce the time needed to prepare, review, and approve traffic crash reports and citations, and will facilitate the identification, prioritization, and implementation of traffic safety measures.

### **Implementation of Strategic Plan Goals**

The requested actions support the County Strategic Plan's North Star II: Foster Vibrant and Resilient Communities; Focus Area C: Enhance the safety of the public and our communities by addressing the risks, danger, harm, and conditions that cause, drive, or can help mitigate unlawful activity and crime and supports law enforcement accountability and transparency; Strategy I. Prevention, Protection & Security: Support and invest in innovative practices, crime prevention resources and infrastructure to provide protection and security.

### **FISCAL IMPACT/FINANCING**

This is a zero-net County cost grant program with no match requirement. Funding for this project will be included in the Department's FY 2024-25 Supplemental Changes budget request in the amount of \$1,500,000 in services and supplies appropriation fully offset by revenue from OTS. The \$1,500,000 will support/fund the Department's use of the Crossroads traffic collision and citation reporting software, the necessary system hardware (desktop computers and monitors, digital tablet devices, and mobile receipt printers), and Justice Data Interface Controller System/Computer-Aided Dispatch software licenses for the patrol stations with traffic enforcement teams.

Aside from the \$1,500,000 in grant funding the Department will be responsible for approximately \$61,000 in annual expenses associated with data hosting services (\$36,000) and software maintenance and support services (\$25,000), the first year of which will be supported by the Department's Asset Forfeiture Special Revenue Fund. Thereafter the annual nominal obligations will be supported by the Department through a combination of potential, anticipated savings in staff time/overtime (as the time associated with report writing/completion is expected to be reduced) and potential revenue maximization, including but not limited to other potential grant programs and cost-sharing opportunities.

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

On January 23, 2023, the Department submitted an application in response to the Program solicitation. The OTS reviewed the Department's application and selected the Department to receive \$1,500,000. The Department was notified of the award on November 1, 2023. The grant period is from October 1, 2023, through September 30, 2024. The Department requested, and has been pre-approved by OTS, to receive a second grant term for the period of October 1, 2024, through September 30, 2025. No additional grant funding will be provided. The second one-year term is solely to ensure sufficient time to procure system components, conduct training, and demonstrate the

The Honorable Board of Supervisors  
August 6, 2024  
Page 4

successful transmittal of traffic collision data to the California Highway Patrol, as necessary to receive grant reimbursement.

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

Accepting the grant award will have no negative impact on any current services or projects. Instead, it will improve the timeliness and accuracy of traffic collision reporting and issuing vehicle code violations and will help identify and address traffic safety issues.

**CONCLUSION**

Upon Board approval, please return two copies of the adopted Board letter to the Department's Grants Unit.

Sincerely,

ROBERT G. LUNA  
SHERIFF

DRAFT

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

**Department:** LOS ANGELES COUNTY SHERIFF'S DEPARTMENT

**Grant Project Title and Description:**

<b>Funding Agency</b>	<b>Program (Fed. Grant # /State Bill or Code #)</b>	<b>Grant Acceptance Deadline</b>
		Upon Board Acceptance

<b>Total Amount of Grant Funding:</b>	<b>County Match:</b>
<b>Grant Period:</b>	<b>Begin Date:</b>
<b>Number of Personnel Hired Under This Grant:</b>	<b>End Date:</b>
	<b>Full Time:</b>
	<b>Part Time:</b>

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

Will all personnel hired for this program be informed this is a grant-funded program?	Yes	No
Will all personnel hired for this program be placed on temporary ("N") items?	Yes	No
Is the County obligated to continue this program after the grant expires?	Yes	No
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
b). Identify other revenue sources (Describe)	Yes	No
c). Eliminate or reduce, as appropriate, positions/program costs funded by the grant.	Yes	No

**Impact of additional personnel on existing space:**

**Other requirements not mentioned above:**

**Robert G. Luna, Sheriff** \_\_\_\_\_ **Date** \_\_\_\_\_

<b>1. GRANT TITLE</b> Traffic Records Improvement Project	
<b>2. NAME OF AGENCY</b> Los Angeles County	<b>3. Grant Period</b> From: 10/01/2023 To: 09/30/2024
<b>4. AGENCY UNIT TO ADMINISTER GRANT</b> Los Angeles County Sheriff's Department	
<b>5. GRANT DESCRIPTION</b> State and local agencies need timely, accurate, complete, accessible, and uniform traffic records to identify and prioritize traffic safety issues, to choose appropriate safety countermeasures and evaluate their effectiveness. Traffic records improvement grants provide traffic safety stakeholders with the ability to plan and initiate traffic records improvement projects such as the purchase and implementation of traffic crash reporting systems as well as electronic citation equipment and software.	
<b>6. Federal Funds Allocated Under This Agreement Shall Not Exceed: \$1,500,000.00</b>	
<p><b>7. TERMS AND CONDITIONS:</b> The parties agree to comply with the terms and conditions of the following which are by this reference made a part of the Agreement:</p> <ul style="list-style-type: none"> <li>• Schedule A – Problem Statement, Goals and Objectives and Method of Procedure</li> <li>• Schedule B – Detailed Budget Estimate and Sub-Budget Estimate (if applicable)</li> <li>• Schedule B-1 – Budget Narrative and Sub-Budget Narrative (if applicable)</li> <li>• Exhibit A – Certifications and Assurances</li> <li>• Exhibit B* – OTS Grant Program Manual</li> <li>• Exhibit C – Grant Electronic Management System (GEMS) Access</li> </ul> <p>*Items shown with an asterisk (*), are hereby incorporated by reference and made a part of this agreement as if attached hereto.</p> <p>These documents can be viewed at the OTS home web page under Grants: <a href="http://www.ots.ca.gov">www.ots.ca.gov</a>.</p> <p>We, the officials named below, hereby swear under penalty of perjury under the laws of the State of California that we are duly authorized to legally bind the Grant recipient to the above described Grant terms and conditions.</p> <p>IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.</p>	
<b>8. Approval Signatures</b>	
<p><b>A. GRANT DIRECTOR</b>  NAME: Michael Politano  TITLE: Sergeant  EMAIL: mvpolita@lasd.org  PHONE: (661) 940-3814  ADDRESS: 501 West Lancaster Boulevard  Lancaster, CA 93534</p> <p>_____ (Signature) _____ (Date)</p>	<p><b>B. AUTHORIZING OFFICIAL</b>  NAME: Robert G. Luna  TITLE: Sheriff  EMAIL: grantsunit@lasd.org  PHONE: (213) 229-3000  ADDRESS: 211 West Temple Street.  Los Angeles, CA 90012</p> <p>_____ (Signature) _____ (Date)</p>
<p><b>C. FISCAL OFFICIAL</b>  NAME: David E. Culver  TITLE: Director, Financial Programs Bureau  EMAIL: deculver@lasd.org  PHONE: (213) 229-3260  ADDRESS: 211 West Temple St., 6th Floor  Los Angeles, CA 90012</p> <p>_____ (Signature) _____ (Date)</p>	<p><b>D. AUTHORIZING OFFICIAL OF OFFICE OF TRAFFIC SAFETY</b>  NAME: Barbara Rooney  TITLE: Director  EMAIL: barbara.rooney@ots.ca.gov  PHONE: (916) 509-3030  ADDRESS: 2208 Kausen Drive, Suite 300  Elk Grove, CA 95758</p> <p>_____ (Signature) _____ (Date)</p>

<p>E. ACCOUNTING OFFICER OF OFFICE OF TRAFFIC SAFETY</p> <p>NAME: Carolyn Vu  ADDRESS: 2208 Kausen Drive, Suite 300  Elk Grove, CA 95758</p>	<p><b>9. SAM INFORMATION</b></p> <p>SAM #: HAC7HNDLD115  REGISTERED  ADDRESS: 211 West Temple Street  CITY: Los Angeles  ZIP+4: 90012-4086</p>
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10. PROJECTED EXPENDITURES						
FUND	CFDA	ITEM/APPROPRIATION	F.Y.	CHAPTER	STATUTE	PROJECTED EXPENDITURES
405c TR-	20.616	0521-0890-101	2022	43/22	BA/22	\$510,000.00
405c TR-24	20.616	0521-0890-101	2023	12/23	BA/23	\$990,000.00
					<b>AGREEMENT TOTAL</b>	<b>\$1,500,000.00</b>
					AMOUNT ENCUMBERED BY THIS DOCUMENT	
					<b>\$1,500,000.00</b>	
					PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT	
					<b>\$ 0.00</b>	
OTS ACCOUNTING OFFICER'S SIGNATURE			DATE SIGNED		TOTAL AMOUNT ENCUMBERED TO DATE	
					<b>\$1,500,000.00</b>	



**1. PROBLEM STATEMENT**

State and local agencies need timely, accurate, complete, accessible, and uniform traffic records to identify and prioritize traffic safety issues, to choose appropriate safety countermeasures and evaluate their effectiveness. They also need a more efficient method of issuing citations that will minimize errors and provide a seamless integration into current analytics software without the need for manual data entry. Currently, the California Highway Patrol collects crash report data via the Statewide Integrated Traffic Records System (SWITRS) from law enforcement agencies throughout the state. The Los Angeles County Sheriff’s Department utilizes the CHP 555 traffic crash form to report local traffic crash data for input into SWITRS.

Several years ago, the Los Angeles County Sheriff’s Department purchased the Crossroads Analytics software to organize the statistical data from the crash reports and citations. However, this system does not facilitate the writing of the crash reports and citations by its personnel, does not communicate with SWITRS, and requires manual data entry from hand-written reports and citations. In order to process the crash data into SWITRS, records personnel have to print a copy of the crash report and mail it to CHP where it must be manually entered into a database yet again. This is not only labor intensive, but it creates unnecessary delays and backlogs with accessing crash data and statistics.

For more than a decade, the Los Angeles County Sheriff’s Department has been utilizing an analytics program. This program, Crossroads Analytics, provided the organization with the capabilities to collect traffic safety data. At the time, the Crossroads Analytics provided the means to analyze the data that was assessed through its database; however, the data had to be manually entered from over 10, 000 hand-written reports, which were often missing valuable statistical information and were susceptible to human data entry errors. The lack of software to ensure personnel are completing reports with accuracy causes a crash report rejection rate of approximately 40%. The rejection and subsequent correcting of these reports causes a substantial delay in processing data and requires a significant amount of time from reviewing personnel. This delay has caused a backlog of traffic crash reports for several months for hundreds of reports. That backlog interrupts our ability to provide accurate and timely reports to the public and SWITRS database. In 2022, the Los Angeles County Sheriff’s Department had approximately 20,365 crash reports.

Currently, there are only a few Sheriff Stations that utilize electronic citation writing. The citations must be reviewed for errors and rejected manually for corrections with citation amendments. The rejection rate for citations is approximately 15-20%. The lack of electronic citation software has caused delays in processing citations, which requires extending court dates numerous times and creates a lack of service to the public, who deserve a speedy trial.

<b>2. PERFORMANCE MEASURES</b>	
<b>A. Goals:</b>	
<ol style="list-style-type: none"> <li>1. Reduce the number of persons killed in traffic crashes.</li> <li>2. Reduce the number of persons injured in traffic crashes.</li> </ol>	
<b>B. Objectives:</b>	
<ol style="list-style-type: none"> <li>1. Purchase a new electronic crash reporting program or upgrade an existing electronic crash reporting program to the latest version available that includes the capability of exporting complete crash report records to a departmental records management system (RMS) and the California Highway Patrol’s Statewide Integrated Traffic Records System (SWITRS).</li> </ol>	<b>Target Number</b> 1
<ol style="list-style-type: none"> <li>2. Purchase and implement a new complete electronic citation solution or upgrade an existing electronic citation solution that includes the capability of exporting data to both a departmental records management system (RMS) as well as the local court records system if and when the local court can receive electronic citation data.</li> </ol>	1
<b>3. METHOD OF PROCEDURE</b>	
<b>A. Phase 1 – Program Preparation (1<sup>st</sup> Quarter of Grant Year)</b>	

- Determine specific system requirements.
- Determine specific equipment requirements.
- Request vendor price quotation per host agency requirements.
- Procure an electronic crash reporting system with the following functionalities:
  - System licensing with installation and training.
  - GIS based mapping.
  - Segment crash diagraming tool.
  - Ability to create or import crash reports.
  - Ability to import and export agency RMS files.
  - Ability to perform complete analysis of crash reports.
  - Secure database accessible by appropriate agency personnel.
  - Ability to export complete crash report to the California Highway Patrol's Statewide Integrated Traffic Records System.
- Procure an electronic citation system with the following functionalities:
  - System licensing with installation and training.
  - Ability to import and export to agency RMS files.
  - Ability to perform complete analysis of citation reports.
  - Secure database accessible by appropriate agency personnel.
  - Ability to export complete citation reports to the local county court.

**B. Phase 2 – Program Operations (Throughout Grant Year)**

- Select vendor for system development, implementation, and installation.
- Monitor and oversee progress of system/software development.

**C. Phase 3 – Data Collection & Reporting (Throughout Grant Year)**

- Prepare and submit grant claims invoice (due January 30, April 30, July 30, and October 30).
  - Successful project completion and confirmation of successful transmission of crash reports by the California Highway Patrol is required before submission of invoice claims seeking reimbursement from OTS.
- Prepare and submit quarterly performance reports (due January 30, April 30, July 30, and October 30).
  - Collect and report quarterly appropriate data that supports the progress of goals and objectives.
  - Provide a summary of quarterly accomplishments and explanations for objectives not completed.
  - Collect, analyze, and report statistical data relating to the grant goals and objectives.
- There is a statewide goal to improve the timeliness, accuracy, uniformity, and completeness of California crash data by increasing the percentage of crash reports submitted electronically from local law enforcement agencies. The Los Angeles County Sheriff's Department submits the largest number of paper crash reports to the California Highway Patrol and is instrumental to meeting the metrics of this statewide goal. If needed the Los Angeles County Sheriff's Department may complete this project in two phases utilizing a Federal Fiscal Year (FFY) 2025 grant which would be considered phase two of the project. The department will need to follow the OTS grant process which includes signing a FFY 2025 grant agreement to implement phase two allowing additional time to complete the project.

**4. METHOD OF EVALUATION**

Using the data compiled during the grant, the Grant Director will complete the "Final Evaluation" section in the fourth/final Quarterly Performance Report (QPR). The Final Evaluation should provide a brief summary of the grant's accomplishments, challenges and significant activities. This narrative should also include whether goals and objectives were met, exceeded, or an explanation of why objectives were not completed.

**5. ADMINISTRATIVE SUPPORT**

This program has full administrative support, and every effort will be made to continue the grant activities after grant conclusion.

FUND NUMBER	CATALOG NUMBER (CFDA)	FUND DESCRIPTION	TOTAL AMOUNT
405c TR-24	20.616	State Traffic Safety Information System Improvements	\$1,500,000.00

COST CATEGORY	FUND NUMBER	UNIT COST OR RATE	UNITS	TOTAL COST TO GRANT
<b>A. PERSONNEL COSTS</b>				
<u>Straight Time</u>				\$0.00
<u>Overtime</u>				\$0.00
Category Sub-Total				\$0.00
<b>B. TRAVEL EXPENSES</b>				
				\$0.00
				\$0.00
Category Sub-Total				\$0.00
<b>C. CONTRACTUAL SERVICES</b>				
				\$0.00
Category Sub-Total				\$0.00
<b>D. EQUIPMENT</b>				
Complete Traffic Crash and Electronic Citation Data Collection System	405c TR-24	\$377,500.00	1	\$377,500.00
Category Sub-Total				\$377,500.00
<b>E. OTHER DIRECT COSTS</b>				
Mobile Printer	405c TR-24	\$601,000.00	1	\$601,000.00
Computer or Tablet	405c TR-24	\$521,500.00	1	\$521,500.00
Category Sub-Total				\$1,122,500.00
<b>F. INDIRECT COSTS</b>				
				\$0.00
Category Sub-Total				\$0.00
<b>GRANT TOTAL</b>				<b>\$1,500,000.00</b>

**BUDGET NARRATIVE**

**PERSONNEL COSTS**

-

**TRAVEL EXPENSES**

-

**CONTRACTUAL SERVICES**

-

**EQUIPMENT**

Complete Traffic Crash and Electronic Citation Data Collection System - A combination traffic crash and electronic citation data collection system will handle both traffic crash and traffic citation data collection and processing. The traffic crash database system will collect, analyze, and display crash and enforcement data, including a full featured module for analysis, allowing queries for top ranking lists of locations, breakdowns by cause, type, injury, conditions, and many other attributes. Queries and Reports will be provided in a variety of formats including pie charts, bar charts, and summaries. The system provides for crash mapping on Google Earth, ESRI GIS, or similar mapping products. Costs may include laptop/desktop computers, software and licenses, printers, accessories, training, and associated shipping and taxes. The traffic citation system will collect citation data electronically in the field, print a violator copy of the citation, and transfer the information electronically to the agency RMS system and the courts for prosecution. The system will be used by traffic officers to improve the efficiency and accuracy of writing traffic citations. Costs may include the purchase of electronic citation devices, mag-strip readers, fingerprint readers, audio recorders, cameras, docking/charging stations, laptop/desktop computers, software, licenses, printers, accessories, training, and associated shipping and taxes.

**OTHER DIRECT COSTS**

Mobile Printer - Mobile printers to be used with electronic citation devices for traffic officers to print the citation in the field. Costs include the purchase of the printer, accessories, and associated shipping and taxes.

Computer or Tablet - For use in tracking or conducting grant activities and producing required reports. Costs may include a desktop computer, monitor, laptop, tablet, printer, software and accessories.

**INDIRECT COSTS**

-

**STATEMENTS/DISCLAIMERS**

There will be no program income generated from this grant. There will be no program income generated from this grant.

**Certifications and Assurances for Fiscal Year 2024 Highway Safety Grants (23 U.S.C. Chapter 4 or Section 1906, Public Law 109-59, as amended by Section 25024, Public Law 117-58)**

The officials named on the grant agreement, certify by way of signature on the grant agreement signature page, that the Grantee Agency complies with all applicable Federal statutes, regulations, and directives and State rules, guidelines, policies, and laws in effect with respect to the periods for which it receives grant funding. Applicable provisions include, but are not limited to, the following:

**GENERAL REQUIREMENTS**

The State will comply with applicable statutes and regulations, including but not limited to:

- 23 U.S.C. Chapter 4—Highway Safety Act of 1966, as amended;
- Sec. 1906, [Public Law 109-59](#), as amended by Sec. 25024, [Public Law 117-58](#);
- [23 CFR part 1300](#)—Uniform Procedures for State Highway Safety Grant Programs;
- [2 CFR part 200](#)—Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;
- [2 CFR part 1201](#)—Department of Transportation, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

**NONDISCRIMINATION**

**(applies to all subrecipients as well as States)**

The State highway safety agency [and its subrecipients] will comply with all Federal statutes and implementing regulations relating to nondiscrimination (“Federal Nondiscrimination Authorities”). These include but are not limited to:

- *Title VI of the Civil Rights Act of 1964* ([42 U.S.C. 2000d](#) et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- [49 CFR part 21](#) (entitled *Non-discrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964*);
- [28 CFR 50.3](#) (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);
- *The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970*, ([42 U.S.C. 4601](#)), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- *Federal-Aid Highway Act of 1973*, ([23 U.S.C. 324 et seq.](#)), and *Title IX of the Education Amendments of 1972*, as amended ([20 U.S.C. 1681-1683](#) and [1685-1686](#)) (prohibit discrimination on the basis of sex);
- *Section 504 of the Rehabilitation Act of 1973*, ([29 U.S.C. 794 et seq.](#)), as amended, (prohibits discrimination on the basis of disability) and [49 CFR part 27](#);
- *The Age Discrimination Act of 1975*, as amended, ([42 U.S.C. 6101 et seq.](#)), (prohibits discrimination on the basis of age);
- *The Civil Rights Restoration Act of 1987*, (Pub. L. 100-209), (broadens scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);
- *Titles II and III of the Americans with Disabilities Act* ([42 U.S.C. 12131-12189](#)) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and [49 CFR parts 37](#) and [38](#);
- [Executive Order 12898](#), *Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations* (preventing discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- [Executive Order 13166](#), *Improving Access to Services for Persons with Limited English Proficiency* (requiring that recipients of Federal financial assistance provide meaningful access for applicants and beneficiaries who have limited English proficiency (LEP));
- [Executive Order 13985](#), *Advancing Racial Equity and Support for Underserved Communities through the Federal Government* (advancing equity across the Federal Government); and
- [Executive Order 13988](#), *Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation* (clarifying that sex discrimination includes discrimination on the grounds of gender identity or sexual orientation).

The preceding statutory and regulatory cites hereinafter are referred to as the “Acts” and “Regulations,” respectively.

## GENERAL ASSURANCES

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

*“No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, for which the Recipient receives Federal financial assistance from DOT, including NHTSA.”*

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI of the Civil Rights Act of 1964 and other non-discrimination requirements (the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these nondiscrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

## SPECIFIC ASSURANCES

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted Highway Safety Grant Program:

1. The Recipient agrees that each “activity,” “facility,” or “program,” as defined in § 21.23(b) and (c) of [49 CFR part 21](#) will be (with regard to an “activity”) facilitated, or will be (with regard to a “facility”) operated, or will be (with regard to a “program”) conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.
2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with all Highway Safety Grant Programs and, in adapted form, in all proposals for negotiated agreements regardless of funding source: *“The [name of Recipient], in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”*
3. The Recipient will insert the clauses of appendix A and E of this Assurance (also referred to as DOT Order 1050.2A) in every contract or agreement subject to the Acts and the Regulations.
4. The Recipient will insert the clauses of appendix B of DOT Order 1050.2A, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.
5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient receives Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
7. That the Recipient will include the clauses set forth in appendix C and appendix D of this DOT Order 1050.2A, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
  - a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
  - b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:
  - a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
  - b. the period during which the Recipient retains ownership or possession of the property.
9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, the State highway safety agency also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing NHTSA's access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by NHTSA. You must keep records, reports, and submit the material for review upon request to NHTSA, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

The State highway safety agency gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the Highway Safety Grant Program. This ASSURANCE is binding on the State highway safety agency, other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the Highway Safety Grant Program. The person(s) signing below is/are authorized to sign this ASSURANCE on behalf of the Recipient.

#### **THE DRUG-FREE WORKPLACE ACT OF 1988 (41 U.S.C. 8103)**

The Subgrantee will provide a drug-free workplace by:

- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace, and specifying the actions that will be taken against employees for violation of such prohibition;
- b. Establishing a drug-free awareness program to inform employees about:
  1. The dangers of drug abuse in the workplace;
  2. The grantee's policy of maintaining a drug-free workplace;
  3. Any available drug counseling, rehabilitation, and employee assistance programs;
  4. The penalties that may be imposed upon employees for drug violations occurring in the workplace;
  5. Making it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- c. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—
  1. Abide by the terms of the statement;
  2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
- d. Notifying the agency within ten days after receiving notice under subparagraph (c)(2) from an employee or otherwise receiving actual notice of such conviction;
- e. Taking one of the following actions, within 30 days of receiving notice under subparagraph (c)(2), with respect to any employee who is so convicted—
  1. Taking appropriate personnel action against such an employee, up to and including termination;
  2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- f. Making a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs above.

#### **POLITICAL ACTIVITY (HATCH ACT)**

**(applies to all subrecipients as well as States)**

**The State will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.**

#### **CERTIFICATION REGARDING FEDERAL LOBBYING**

**(applies to all subrecipients as well as States)**

#### **CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS**

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the 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, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

#### **RESTRICTION ON STATE LOBBYING (applies to subrecipients as well as States)**

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

#### **CERTIFICATION REGARDING DEBARMENT AND SUSPENSION (applies to all subrecipients as well as States)**

#### **INSTRUCTIONS FOR PRIMARY TIER PARTICIPANT CERTIFICATION (STATES)**

1. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of [2 CFR parts 180](#) and [1200](#).
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
4. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms **covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded**, as used in this clause, are defined in [2 CFR parts 180](#) and [1200](#). You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under [48 CFR part 9, subpart 9.4](#), debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with [2 CFR parts 180](#) and [1200](#).
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under [48 CFR part 9, subpart 9.4](#), debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or



otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under [48 CFR part 9, subpart 9.4](#), suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate the transaction for cause or default.

#### **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS— PRIMARY TIER COVERED TRANSACTIONS**

1. The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principals:
  - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
  - b. Have not within a three-year period preceding this proposal 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;
  - c. 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 in paragraph (1)(b) of this certification; and
  - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
2. Where the prospective primary tier participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

#### **INSTRUCTIONS FOR LOWER TIER PARTICIPANT CERTIFICATION**

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of [2 CFR parts 180](#) and [1200](#).
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms **covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded**, as used in this clause, are defined in [2 CFR parts 180](#) and [1200](#). You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under [48 CFR part 9, subpart 9.4](#), debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with [2 CFR parts 180](#) and [1200](#).
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under [48 CFR part 9, subpart 9.4](#), debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or

otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov>).

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under [48 CFR part 9, subpart 9.4](#), suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

#### **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION— LOWER TIER COVERED TRANSACTIONS**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

#### **BUY AMERICA (applies to subrecipients as well as States)**

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

#### **CERTIFICATION ON CONFLICT OF INTEREST (applies to subrecipients as well as States)**

#### **GENERAL REQUIREMENTS**

No employee, officer, or agent of a State or its subrecipient who is authorized in an official capacity to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting, or approving any subaward, including contracts or subcontracts, in connection with this grant shall have, directly or indirectly, any financial or personal interest in any such subaward. Such a financial or personal interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or personal interest in or a tangible personal benefit from an entity considered for a subaward. Based on this policy:

1. The recipient shall maintain a written code or standards of conduct that provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents.
  - a. The code or standards shall provide that the recipient's officers, employees, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from present or potential subawardees, including contractors or parties to subcontracts.
  - b. The code or standards shall establish penalties, sanctions, or other disciplinary actions for violations, as permitted by State or local law or regulations.
2. The recipient shall maintain responsibility to enforce the requirements of the written code or standards of conduct.

## **DISCLOSURE REQUIREMENTS**

No State or its subrecipient, including its officers, employees, or agents, shall perform or continue to perform under a grant or cooperative agreement, whose objectivity may be impaired because of any related past, present, or currently planned interest, financial or otherwise, in organizations regulated by NHTSA or in organizations whose interests may be substantially affected by NHTSA activities. Based on this policy:

1. The recipient shall disclose any conflict of interest identified as soon as reasonably possible, making an immediate and full disclosure in writing to NHTSA. The disclosure shall include a description of the action which the recipient has taken or proposes to take to avoid or mitigate such conflict.
2. NHTSA will review the disclosure and may require additional relevant information from the recipient. If a conflict of interest is found to exist, NHTSA may (a) terminate the award, or (b) determine that it is otherwise in the best interest of NHTSA to continue the award and include appropriate provisions to mitigate or avoid such conflict.
3. Conflicts of interest that require disclosure include all past, present, or currently planned organizational, financial, contractual, or other interest(s) with an organization regulated by NHTSA or with an organization whose interests may be substantially affected by NHTSA activities, and which are related to this award. The interest(s) that require disclosure include those of any recipient, affiliate, proposed consultant, proposed subcontractor, and key personnel of any of the above. Past interest shall be limited to within one year of the date of award. Key personnel shall include any person owning more than a 20 percent interest in a recipient, and the officers, employees or agents of a recipient who are responsible for making a decision or taking an action under an award where the decision or action can have an economic or other impact on the interests of a regulated or affected organization.

## **PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE (applies to all subrecipients as well as States)**

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

## **POLICY ON SEAT BELT USE**

In accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, the Grantee is encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. For information and resources on traffic safety programs and policies for employers, please contact the Network of Employers for Traffic Safety (NETS), a public-private partnership dedicated to improving the traffic safety practices of employers and employees. You can download information on seat belt programs, costs of motor vehicle crashes to employers, and other traffic safety initiatives at [www.trafficsafety.org](http://www.trafficsafety.org). The NHTSA website ([www.nhtsa.gov](http://www.nhtsa.gov)) also provides information on statistics, campaigns, and program evaluations and references.

## **POLICY ON BANNING TEXT MESSAGING WHILE DRIVING**

In accordance with Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, States are encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving company-owned or rented vehicles, Government-owned, leased or rented vehicles, or privately-owned vehicles when on official Government business or when performing any work on or behalf of the Government. States are also encouraged to conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting while driving.