

# LOS ANGELES POLICE COMMISSION

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LOS ANGELES, CA 90012-4112

(213) 236-1400 PHONE  
(213) 236-1410 FAX  
(213) 236-1440 TDD

December 18, 2023

BPC #23-250

The Honorable Karen Bass  
Mayor, City of Los Angeles  
City Hall, Room 303  
Los Angeles, CA 90012

The Honorable City Council  
City of Los Angeles, Room 395  
c/o City Clerk's Office

Dear Honorable Members:

RE: GRANT APPLICATION FOR THE 2022 PROJECT SAFE NEIGHBORHOODS GRANT.

At the regular meeting of the Board of Police Commissioners held Tuesday, December 12, 2023, the Board APPROVED the Department's report relative to the above matter.

Respectfully,

BOARD OF POLICE COMMISSIONERS

A handwritten signature in blue ink, reading "Rebecca Munoz".

REBECCA MUNOZ  
Commission Executive Assistant

Attachment

c: Chief of Police

## INTRADEPARTMENTAL CORRESPONDENCE

November 27, 2023  
1.14

RECEIVED

DEC 09 2023

POLICE COMMISSION

**TO:** The Honorable Board of Police Commissioners

**FROM:** Chief of Police

*M. M. [Signature]* 12/17/23

**SUBJECT:** TRANSMITTAL OF THE GRANT APPLICATION AND SUBAWARD FOR  
THE 2022 PROJECT SAFE NEIGHBORHOODS GRANT

**RECOMMENDED ACTIONS**

1. That the Board of Police Commissioners (Board) REVIEW and APPROVE this report.
2. That the Board TRANSMIT the attached grant application and subaward, pursuant to Administrative Code Section 14.6(a), to the Mayor, Office of the City Administrative Officer (CAO), Office of the Chief Legislative Analyst, and the City Clerk for committee and City Council consideration.
3. That the Board REQUEST the Mayor and City Council to:
  - A. AUTHORIZE the Chief of Police to retroactively apply for and ACCEPT the grant subaward of \$205,410 for the 2022 Project Safe Neighborhoods (PSN) grant, by and through the San Diego Association of Governments (SANDAG), and the United States Attorney's Office, Central District of California, with funding from the Department of Justice, Bureau of Justice Assistance;
  - B. AUTHORIZE the Chief of Police or his designee to execute the subaward grant agreement for the period of October 1, 2022 through September 30, 2025, subject to the review of the City Attorney as to form;
  - C. AUTHORIZE the Controller to set up a grant receivable and appropriate \$205,410 to appropriation account, account number to be determined, within Fund No. 339, Department No. 70, for the receipt and disbursement of the 2022 PSN grant funds;
  - D. AUTHORIZE the Los Angeles Police Department (LAPD) to spend up to the total grant amount of \$205,410 in accordance with the grant subaward agreement;

- E. AUTHORIZE the LAPD to submit grant reimbursement requests to the grantor and deposit the grant receipts in Fund No. 339, Department No. 70;
- F. AUTHORIZE the LAPD to prepare the Controller's instructions for any technical adjustments as necessary to implement Mayor and Council intentions, subject to the approval of the CAO, and AUTHORIZE the Controller to implement the instructions;
- G. AUTHORIZE the Controller to increase appropriations on an as-needed basis from Fund No. 339, Department No. 70, account number to be determined, as follows:

Account No. 100/70	Account No. 001092- Sworn Overtime	\$93,846
Account No. 339/70	Account No. TBD- Related Costs	\$ 8,859

- H. INSTRUCT the City Clerk to place on Council Calendar on July 1, 2024, or the first meeting day thereafter the following instructions:

AUTHORIZE the Controller to increase appropriations as needed from Fund No. 339, Department No. 70, appropriation account number to be determined, as follows:

Account No. 100/70	Account No. 001092- Sworn Overtime	\$93,846
Account No. 339/70	Account No. TBD- Related Costs	\$ 8,859

## DISCUSSION

The 2022 Project Safe Neighborhoods (PSN) program, funded by the United States Department of Justice, is a collaborative initiative to identify a community's most pressing violent crime problems and develop comprehensive solutions. The United States Attorney's Office Central District of California's PSN efforts, through its assigned fiscal agent, San Diego Association of Governments, seek to address, reduce, and prevent gang and gun violence in targeted areas. The PSN grants support state and local law enforcement agencies developing innovative multi-disciplinary, multi-agency approaches to address violent crime through the cultivation of collaborative relationships. The Southeast Division proposed to implement the Summer Violence Reduction Strategies to reduce violent crimes along the Figueroa Corridor by using a four-prong approach in the 77th and SOE Division-- (1) Law Enforcement Efforts; (2) Intervention Efforts; (3) Outreach Efforts; and (4) Work with SANDAG and the identified Research Partner. The grant subaward funds \$187,692 for sworn overtime and \$17,718 for related fringe benefits.

The Honorable Board of Police Commissioners

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1.14

If you have any questions, please contact Senior Management Analyst Stella Larracas, Officer in Charge, Grants Section, Office of Constitutional Policing and Policy, at (213) 486-0380.

Respectfully,

  
MICHEL R. MOORE  
Chief of Police

**BOARD OF  
POLICE COMMISSIONERS**  
Approved *December 12, 2023*  
Secretary *Rebecca Munoz*

Attachments

## SUBAWARD INFORMATION

<b>Federal Award Identification</b>	U.S. Department of Justice (US DOJ), Office of Justice Programs (OJP), Bureau of Justice Assistance (BJA)
<b>Subrecipient</b>	Los Angeles Police Department (LAPD)
<b>Subrecipient's Unique Entity Identifier</b>	ZRXC MNNSUEJ1
<b>Subaward Number and Project Title</b>	Summer Violence Reduction Strategy in LAPD 77th Street and Southeast Divisions
<b>Federal Award Identification Number (FAIN)</b>	15PBJA-22-GG-00707-GUNP
<b>Federal Award Date</b>	09/28/22
<b>Subaward Period of Performance Start and End Dates</b>	10/01/2022 – 09/30/2025
<b>Subaward Budget Period Start and End Dates</b>	10/01/2022 – 09/30/2025
<b>Amount of Federal Funds Obligated by this action by SANDAG to the Subrecipient</b>	\$205,410
<b>Total Amount of Federal Funds Obligated to the Subrecipient by SANDAG including the current financial obligation</b>	\$205,410
<b>Total Amount of the Federal Award committed to the Subrecipient by SANDAG</b>	\$205,410
<b>Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA)</b>	This project is supported under Fiscal Year 2022 (BJA – Project Safe Neighborhoods Award) 34 USC 60701-05. Project Safe Neighborhoods (PSN) is designed to create and foster safer communities through a sustained reduction in violent crime. The program's effectiveness depends upon the ongoing coordination, cooperation, and partnerships of local, state, tribal, and federal law enforcement agencies and community organizations working together with the communities they serve — engaged in a unified approach coordinated by the U.S. Attorney (USA) in all 94 districts.
<b>Federal awarding agency</b>	U.S. Department of Justice (DOJ), Office of Justice Programs (OJP), Bureau of Justice Assistance (BJA)
<b>Fiscal Agent and contact information of awarding official</b>	San Diego Association of Governments 401 B Street, Suite 800 San Diego, CA 92101 (619) 699-1900 grantsapplication@sandag.org
<b>Catalog of Federal Domestic Assistance (CFDA)</b>	16.609 – Project Safe Neighborhoods
<b>Is this Subaward for Research and Development?</b>	No
<b>Indirect cost rate for the Federal award per 2 CFR 200.414</b>	N/A

## **FY 2022 PROJECT SAFE NEIGHBORHOODS**

### **SUBAWARD GRANT AGREEMENT BETWEEN THE SAN DIEGO ASSOCIATION OF GOVERNMENTS AND Los Angeles Police Department**

#### **AGREEMENT NO. INSERT NUMBER**

This Subaward Grant Agreement No. Insert Number (AGREEMENT), executed as of the date of the last signature shown on the signature page, is between the San Diego Association of Governments, 401 B Street, Suite 800, San Diego, California 92101 (SANDAG), and Los Angeles Police Department, 100 W. First Street, Los Angeles, CA 90012 (hereinafter referred to as "SUBRECIPIENT"). SANDAG and SUBRECIPIENT are also hereinafter collectively referred to as "the Parties."

#### **RECITALS**

WHEREAS, LAPD submitted a proposal in response to the Office of the United States Attorney (USAO), Central District of California solicitation for innovative, multi-disciplinary, multi-agency approaches to address violent crime through the cultivation of collaborative relationships; and

WHEREAS, SANDAG is the fiscal agent of the grant for the FY 2022 Project Safe Neighborhood (PSN), (CFDA Number 16.609) (the "Master Agreement" or "Grant") from the U.S. Department of Justice (DOJ), Office of Justice Programs (OJP), Bureau of Justice Assistance (BJA);

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

#### **I. GRANT AWARD AND TERM OF AGREEMENT**

- A.** The total amount payable to SUBRECIPIENT pursuant to this AGREEMENT by SANDAG shall not exceed the amount shown on the first page of this AGREEMENT (Fund Limit). It is agreed and understood that this Fund Limit is a ceiling and that SANDAG will only reimburse the allowable cost of services actually rendered in accordance with the AGREEMENT. The actual amount reimbursed by SANDAG may be less than the Fund Limit.
- B.** The effective date is the Subaward Period of Performance Start Date shown on the first page of this AGREEMENT. SANDAG authorizes RECIPIENT to begin working on the Project, and SUBRECIPIENT agrees to undertake Project work, promptly after receiving a written Notice to Proceed from SANDAG. SUBRECIPIENT shall not proceed with the Project, and shall not be eligible to receive payment for work performed, prior to SANDAG issuance of a written Notice to Proceed.
- C.** This AGREEMENT shall terminate on the Subaward Period of Performance End Date shown on the first page of this AGREEMENT unless it is amended in writing by the Parties.

## **II. NOTIFICATION OF PARTIES**

All notices herein provided to be given, or which may be given, by either party to the other, shall be deemed to have been fully given when made in writing and received by the parties at their respective addresses:

SANDAG: San Diego Association of Governments  
Attention:  
401 B Street, Suite 800  
San Diego, CA 92101  
Dr. Octavio Rodriguez Ferreira

SUBRECIPIENT: Los Angeles Police Department  
Attention: MICHEL R. MOORE  
Chief of Police  
100 West First Street  
Los Angeles, CA 90012

## **III. SCOPE OF PERFORMANCE**

- A.** SUBRECIPIENT agrees to complete the Project as described in the Statement of Work attached as Exhibit A to this AGREEMENT using the awarded federal funds provided under the AGREEMENT solely for the Project.
- B.** This AGREEMENT was awarded based on the application submitted by SUBRECIPIENT with the intention that the awarded funds would be used to implement the Project as described in the Statement of Work. Any substantive deviation from the Statement of Work must be approved in advance by written amendment if grant funds are to be used for such changes. If SUBRECIPIENT believes substantive changes need to be made to the Project, SUBRECIPIENT will immediately notify SANDAG in writing. SANDAG will then determine whether the Project is still consistent with the overall objectives of the relevant federal funding program and whether the changes would have negatively affected the Project ranking during the grant application process. SANDAG reserves the right to have AGREEMENT funding withheld or refunded due to substantive Project changes.
- C.** SUBRECIPIENT shall make diligent and timely progress toward completion of the Project within the timelines set forth in the Project Schedule, if any, included in the Statement of Work.
- D.** In the event SUBRECIPIENT encounters or anticipates difficulty in meeting the Project Schedule, SUBRECIPIENT shall immediately notify SANDAG in writing and shall provide pertinent details, including the reason(s) for the delay in performance and the date by which SUBRECIPIENT expects to complete performance. SUBRECIPIENT's notification shall be informational in character only and SANDAG's receipt of it shall not be construed as a waiver by SANDAG of a project delivery schedule or date, or any rights or remedies provided by this AGREEMENT.

## **IV. 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 2022 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2022 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 2022 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 SUBRECIPIENT must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which SUBRECIPIENT must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.333.

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

## **V. 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 (<https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. SUBRECIPIENT agrees to comply with the DOJ Grants Financial Guide.

## **VI. COMPLIANCE WITH GENERAL APPROPRIATIONS LAW RESTRICTIONS ON THE USE OF FEDERAL FUNDS (FY 2022)**

SUBRECIPIENT, and its subrecipients at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2022, are set out at <https://ojp.gov/funding/Explore/FY21AppropriationsRestrictions.htm>, and are incorporated by reference here.

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

## **VII. 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.

#### **VIII. FUNDING REQUIREMENTS**

- A.** It is mutually understood between the parties that this AGREEMENT may have been written for the mutual benefit of both parties in order to avoid program and fiscal delays that would occur if the AGREEMENT was executed only after ascertaining the availability and appropriation of funds.
- B.** This AGREEMENT is valid and enforceable only if sufficient funds are made available to SANDAG by the United States Government for the purpose of this Project. In addition, this AGREEMENT is subject to any additional restrictions, limitations, conditions, or any statute enacted by the SANDAG Board of Directors, Congress or the State Legislature that may affect the provisions, terms, or funding of this AGREEMENT in any manner.
- C.** It is mutually agreed that, if the Congress does not appropriate sufficient funds for the program and Project, this AGREEMENT shall be amended to reflect any reduction in funds.
- D.** SANDAG has the option to void this AGREEMENT under the termination clause or to amend this AGREEMENT to reflect any reduction of funds. In the event of an unscheduled termination, SANDAG may reimburse or offset SUBRECIPIENT costs in accordance with the provisions of this AGREEMENT.

#### **IX. PAYMENT**

- A.** The method of payment for this AGREEMENT will be based upon actual allowable costs. SANDAG will reimburse SUBRECIPIENT for expended actual allowable direct and indirect costs, including, but not limited to, labor costs, employee benefits, and travel and third-party contract costs incurred by SUBRECIPIENT in performance of the Project work, not to exceed the Fund Limit set forth in this AGREEMENT.
- B.** A subrecipient 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 SANDAG and 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.
- C.** Federal funds must be used to supplement existing State and local funds for program activities and must not supplant (replace) those funds that have been appropriated for the same purpose.
- D.** SUBRECIPIENT, and its subrecipients 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").

- E.** Reimbursement of SUBRECIPIENT expenditures will be authorized only for those allowable costs actually incurred by SUBRECIPIENT in the performance of the Project work. SUBRECIPIENT must have incurred the expenditures on or after receiving the SANDAG Notice to Proceed and before the Termination Date of this AGREEMENT, and also must have paid for those costs to claim any reimbursement.
- F.** 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.
- G.** With respect to any award of more than \$250,000 made under a solicitation, a recipient may not use federal funds to pay total cash compensation (salary plus cash bonuses) to any employee of the recipient at a rate that exceeds 110 percent of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. The 2022 salary table for SES employees is available on the [Office of Personnel Management website](#).

OJP does not apply this limitation on the use of award funds to the nonprofit organizations listed in Appendix VIII to 2 C.F.R. Part 200. See the DOJ Financial Guide for more information on Employee Compensation.

- H.** SUBRECIPIENT shall submit invoices no more frequently than monthly, and no less frequently than every 90 calendar days. SANDAG will reimburse SUBRECIPIENT for all allowable Project costs no more frequently than monthly, and no less frequently than every 90 calendar days, in arrears as promptly as SANDAG fiscal procedures permit upon receipt of itemized signed invoices. The standardized SUBRECIPIENT invoice and reporting forms will be provided by SANDAG. Invoices shall reference this AGREEMENT, and shall be signed and submitted to SANDAG at the following address or as may be otherwise indicated by SANDAG in the event it transitions to an electronic invoicing process:

San Diego Association of Governments  
Attention: Ruben Casillas  
401 B Street, Suite 800  
San Diego, CA 92101  
[Ruben.Casillas@sandag.org](mailto:Ruben.Casillas@sandag.org)

**X. COST PRINCIPLES**

- A.** SUBRECIPIENT agrees to comply with 2 CFR 200, including but not limited to the Uniform Administrative Requirements, Cost Principles, and Audit Requirements and the DOJ Grants Financial Guide, as applicable.

- B.** Any Project costs for which SUBRECIPIENT has received payment or credit that are determined by subsequent audit to be unallowable under 2 CFR 200 or the DOJ Grants Financial Guide are subject to repayment by SUBRECIPIENT to SANDAG by offset or other means approved by SANDAG. Should SUBRECIPIENT fail to reimburse moneys due SANDAG within 30 calendar days of discovery or demand, or within such other period as may be agreed to in writing between the Parties hereto, SANDAG is authorized to intercept and withhold future payments due SUBRECIPIENT from SANDAG.
- C.** If SUBRECIPIENT currently has other active awards of federal funds, or if SUBRECIPIENT receives any other award of federal funds during the period of performance for this award, 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, SUBRECIPIENT must promptly notify SANDAG and 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 Award Modification (GAM) to eliminate any inappropriate duplication of funding.

#### **XI. RESTRICTIONS ON "LOBBYING"**

In general, as a matter of federal law, federal funds awarded by OJP may not be used by SUBRECIPIENT, or its subrecipients 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 SUBRECIPIENT, or its subrecipients 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 subrecipient would or might fall within the scope of these prohibitions, SUBRECIPIENT is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

#### **XII. INDEMNIFICATION AND LIABILITY**

- A.** Nothing in the provisions of this AGREEMENT is intended to create duties or obligations to or rights in third parties to this AGREEMENT or effect the legal liability of either party to the AGREEMENT by imposing any standard of care with respect to operation, maintenance, or repair different from the standard of care imposed by law or this AGREEMENT. In connection with the Project, SUBRECIPIENT agrees that SANDAG shall not be subject to any obligations or liabilities to any subrecipient, or other person or entity that is not a party to this AGREEMENT. Notwithstanding that SANDAG may have concurred in or approved any subaward or contract at any tier, SANDAG has no obligations or liabilities to any entity other than the SUBRECIPIENT, including any subrecipient at any tier.

- B.** Neither SANDAG nor any officer or employee thereof is responsible for any damage or liability occurring by reason of anything done or omitted to be done by SUBRECIPIENT or its subrecipients or subcontractors under or in connection with any work, authority, or jurisdiction arising from or related to this AGREEMENT. SUBRECIPIENT, its subrecipients and subcontractors shall fully defend, indemnify, and save harmless SANDAG, its officers and employees from all claims, suits, or actions of every name, kind, and description occurring by reason of anything done or omitted to be done by SUBRECIPIENT, its subrecipients and subcontractors under or in connection with any work, authority, or jurisdiction arising under this AGREEMENT.

### **XIII. INSURANCE**

SUBRECIPIENT shall procure and maintain, and shall cause its subrecipients to maintain, during the period of performance of this AGREEMENT, and for 12 months following the termination date of this AGREEMENT, policies of insurance from insurance companies authorized to do business in the State of California or the equivalent types and amounts of self-insurance, as follows:

- A. General Liability.** Combined single limit of \$1,000,000 per occurrence and \$2,000,000 general aggregate for personal and bodily injury, including death, and broad form property damage. The policy must include an acceptable "Waiver of Transfer Rights of Recovery Against Others Endorsement." The policy must name SANDAG as an additional insured in the endorsement. A deductible or retention may be utilized, subject to approval by SANDAG.
- B. Automobile Liability.** For personal and bodily injury, including death, and property damage in an amount not less than \$1,000,000. Third-party contractor shall include SANDAG as a loss payee on its policy.
- C. Workers' Compensation and Employer's Liability.** Policy must comply with the laws of the State of California. The policy must include an acceptable "Waiver of Right to Recover From Others Endorsement".

SUBRECIPIENT shall furnish satisfactory proof by one or more certificates that it has the foregoing insurance. These policies shall be primary insurance as to SANDAG so that any other coverage held by SANDAG shall not contribute to any loss under insurance procured and maintained by SUBRECIPIENT required under this AGREEMENT. Each insurance policy shall contain a clause, which provides that the policy may not be canceled without first giving 30 days' advance written notice to SANDAG. For purposes of this notice requirement, any material change in the policy prior to its expiration shall be considered a cancellation.

SUBRECIPIENT shall maintain sufficient insurance or a self-insurance program approved by SANDAG to cover all casualty losses and ensure the repair or replacement of federally funded Property. In the event a piece of Property is not replaced or repaired, SUBRECIPIENT agrees to transfer any insurance proceeds received to SANDAG for remitting the federal share.

### **XIV. NON-DISCRIMINATION**

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

SUBRECIPIENT, and its subrecipients 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 subrecipient organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain 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.

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

SUBRECIPIENT, and its subrecipients 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.

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

SUBRECIPIENT, and its subrecipients 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."

**D.** SUBRECIPIENT, and its subrecipients at any tier, shall not unlawfully discriminate, harass, or allow harassment, against any employee or applicant for employment because of race, color, religion, creed, national origin, ancestry, age (over 40), gender identity or expression, sex (including pregnancy, childbirth, breastfeeding or related medical conditions), medical condition, physical or mental disability, genetic information, sexual orientation, marital status, military or veteran status or any other category protected under federal, state or local law. SUBRECIPIENT and its third-party contractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. SUBRECIPIENT and its third-party contractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 11000 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a-f), set forth in Chapter 5 of Division 4.1 of Title 2 of the California Code of Regulations, are incorporated into this AGREEMENT by this reference and are made a part hereof as if set forth in full. SUBRECIPIENT and its third-party contractor shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

**E.** SUBRECIPIENT certifies that Limited English Proficiency persons have meaningful access to the services under this program(s). National origin discrimination includes discrimination on the basis

of limited English proficiency (LEP). To ensure compliance with Title VI and the Safe Streets Act, subrecipients are required to take reasonable steps to ensure that LEP persons have meaningful access to their programs. Meaningful access may entail providing language assistance services, including oral and written translation when necessary. The U.S. Department of Justice has issued guidance for grantees to help them comply with Title VI requirements. The guidance document can be accessed on the Internet at [www.lep.gov](http://www.lep.gov).

- F. SUBRECIPIENT shall include the nondiscrimination and compliance provisions of this Section in all subawards under this AGREEMENT.
- G. SUBRECIPIENT shall sign and submit to SANDAG the following forms attached to this AGREEMENT, prior to, or concurrently with, this AGREEMENT: "Certificate of Nondiscrimination Assurances," and "Equal Employment Opportunity Certificate of Compliance."

#### **XV. ALL SUBAWARDS MUST HAVE SPECIFIC FEDERAL AUTHORIZATION**

SUBRECIPIENT, and its subrecipients 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.

Although SUBRECIPIENT may delegate any or almost all Project responsibilities to one or more subrecipients at any tier, SUBRECIPIENT agrees that it, rather than any subrecipients, is ultimately responsible for compliance with all applicable laws, regulations, and this AGREEMENT.

#### **XVI. PURCHASES BY SUBRECIPIENT**

- A. Prior authorization in writing by SANDAG shall be required before SUBRECIPIENT enters into any non-budgeted third-party contracts exceeding the then-prevailing federal micropurchase threshold for supplies, equipment, or consultant services. SUBRECIPIENT shall provide an evaluation of the necessity or desirability of incurring such costs.
- B. For the purchase of any item, service, or consulting work not covered in the Statement of Work and exceeding the then-prevailing federal micropurchase threshold, SUBRECIPIENT must competitively bid the work, or the absence of bidding must be adequately justified, and prior authorization must be obtained from SANDAG.
  - 1. Specific to procurement contracts that would exceed the Simplified Acquisition Threshold, SUBRECIPIENT, and its subrecipients at any tier, must comply with all applicable requirements to obtain specific advance approval from the federal funding agency to use a noncompetitive process. 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).
  - 2. 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.

- C. SUBRECIPIENT shall maintain ownership of any real or personal property purchased using AGREEMENT funding (Property) and shall use such Property only for the purposes set forth in this AGREEMENT. The parties agree to meet and confer in good faith to ensure the continued use of the Property for the purposes intended.
- D. SUBRECIPIENT shall maintain, or cause to be maintained, the Property at a high level of cleanliness, safety, and if applicable, mechanical soundness, under maintenance procedures, which SUBRECIPIENT must create and implement, consistent with the purposes for which they were intended. SANDAG and the OJP shall have the right to conduct periodic maintenance inspections for the purpose of confirming the existence, condition, and proper maintenance of the Property. SUBRECIPIENT agrees to make all maintenance records available to SANDAG and include as applicable in progress or other reports.
- E. Any Property purchased as a result of this AGREEMENT is subject to the following:
  - 1. SUBRECIPIENT shall maintain an inventory record for each piece of non-expendable Property purchased or built with funds provided under the terms of this AGREEMENT.
  - 2. The inventory record of each piece of such Property shall include, but not be limited to, the description, I.D. number, acquisition date, cost, grant-funded percentage, grant number, useful life, location, use and condition, disposition action, title holder, and/or any other information necessary to identify said Property. (2 CFR 200).
  - 3. Non-expendable Property so inventoried are those items of Property that have a normal life expectancy of one year or more and an approximate unit price of \$5,000 or more. In addition, theft-sensitive items of Property costing less than \$5,000 shall be inventoried. A copy of the inventory record must be submitted to SANDAG upon request by SANDAG.
- F. 2 CFR 200 requires a credit to Federal funds when participating Property with a fair market value greater than \$5,000 is credited to the Project.

## **XVII. EMPLOYMENT VERIFICATION FOR HIRING UNDER THE AWARD**

- A. SUBRECIPIENT, and its subrecipients must--
  - 1. 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).
  - 2. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both—
    - a. this award requirement for verification of employment eligibility, and

- b. the associated provisions in 8 U.S.C. 1324a(a)(1) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.
3. 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).
4. 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.

**B. Monitoring**

SUBRECIPIENT's monitoring responsibilities include monitoring of its subrecipients' compliance with this condition.

**C. Allowable costs**

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

**D. Rules of construction**

1. 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.

2. 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.

3. "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.

4. 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.



5. Nothing in this condition, including in the paragraph titled "Employment eligibility confirmation with E-Verify", shall be understood to relieve 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).
6. Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.
7. Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

## **XVIII. ETHICS**

### **A. Written Code of Conduct**

SUBRECIPIENT agrees to maintain a written code of conduct or standards of conduct that shall govern the actions of its officers, employees, board members, or agents engaged in the award or administration of subawards or contracts supported with funding provided under this AGREEMENT. SANDAG has established policies concerning potential conflicts of interest. These policies apply to SUBRECIPIENT.

### **B. Conflicts of Interest**

For all awards by SANDAG or SUBRECIPIENT, any practices which might result in unlawful activity are prohibited including, but not limited to, rebates, kickbacks, or other unlawful considerations. SANDAG and SUBRECIPIENT staffs are specifically prohibited from participating in the selection process for a procurement when those staff have a close personal relationship, family relationship, or past (within the last 12 months), present, or potential business or employment relationship with a person or business entity seeking a contract. It is unlawful for any contract to be made by SANDAG or SUBRECIPIENT if one of their respective board members or staff has a prohibited financial interest in the contract. Staff are also prohibited from soliciting or accepting gratuities from any organization seeking funding from SANDAG or SUBRECIPIENT. Neither SANDAG nor SUBRECIPIENT's officers, employees, agents, and board members shall solicit or accept gifts, gratuities, favors, or anything of monetary value from contractors, potential contractors, or parties to subagreements.

By signing this AGREEMENT, SUBRECIPIENT affirms that it has no knowledge of an ethical violation by SANDAG or SUBRECIPIENT staff. If SUBRECIPIENT has any reason to believe a conflict of interest exists with regard to the AGREEMENT or the Project, it should notify the SANDAG Office of General Counsel immediately.

### **C. Reporting Potential Fraud, Waste, and Abuse, and Similar Misconduct**

SUBRECIPIENT, and its subrecipients 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>.

**D. Restrictions and Certifications Regarding Non-disclosure Agreements and Related Matters**

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

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

1. In accepting this award, SUBRECIPIENT--
  - 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 SUBRECIPIENT does or is authorized under this award to make subawards, procurement contracts, or both--
  - a. it represents that--
    - i. it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward, procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or

contractors from reporting waste, fraud, or abuse as described above;  
and

ii. 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.

**E. Compliance with 41 U.S.C. 4712 (Including Prohibitions on Reprisal; Notice to Employees)**

SUBRECIPIENT, and its subrecipients 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.

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

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

**XIX. RECORDS RETENTION AND AUDITS**

**A.** SUBRECIPIENT and its subrecipients at any tier shall establish and maintain an accounting system and records that properly accumulate and segregate incurred Project costs and matching funds by line item for the Project. The accounting system of SUBRECIPIENT, and its third-party contractors at any tier shall conform to Generally Accepted Accounting Principles (GAAP), enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices. All accounting records and other supporting papers of SUBRECIPIENT and its subrecipients at any tier connected with Project performance under this AGREEMENT shall be maintained for a minimum of three years from the date of the SANDAG final payment to SUBRECIPIENT and shall be held open to inspection, copying, and audit by representatives of SANDAG and auditors representing the federal government. Copies thereof will be furnished by SUBRECIPIENT and its subrecipients at any tier upon receipt of any request made by SANDAG or its agents.

**B.** SUBRECIPIENT and its subrecipients at any tier will permit access to all records of employment, employment advertisements, employment application forms, and other pertinent data and records by the State Fair Employment Practices and Housing Commission, or any other agency of the

State of California designated by SANDAG for the purpose of any investigation to ascertain compliance with this AGREEMENT.

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

## **XX. HIGH-RISK GRANTEE LIST**

- A. If SUBRECIPIENT 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, SUBRECIPIENT must disclose that fact and certain related information to OJP by email at [OJP.ComplianceReporting@ojp.usdoj.gov](mailto:OJP.ComplianceReporting@ojp.usdoj.gov) and SANDAG at the email address specified for receiving notices under this AGREEMENT. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to SUBRECIPIENT's past performance, or other programmatic or financial concerns with SUBRECIPIENT. SUBRECIPIENT's disclosure must include the following: 1. The federal awarding agency that currently designates SUBRECIPIENT high risk, 2. The date SUBRECIPIENT 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.
- B. SUBRECIPIENT agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if SUBRECIPIENT is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

## **XXI. MONITORING AND COMPLIANCE**

SUBRECIPIENT agrees to comply with SANDAG and OJP grant monitoring guidelines, protocols, and procedures, and to cooperate with SANDAG, BJA and OCFO on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits.

SUBRECIPIENT agrees to provide to SANDAG, BJA and OCFO all documentation necessary to complete monitoring tasks, including documentation related to any subawards made under this AGREEMENT. Further, SUBRECIPIENT agrees to abide by reasonable deadlines set by SANDAG, BJA and OCFO for providing the requested documents.

SANDAG will engage in a formal written process to notify the SUBRECIPIENT of corrective actions needed to come into compliance. If SUBRECIPIENT does not take corrective action or does not come into compliance with the provisions in this AGREEMENT, or fails to cooperate with SANDAG's, BJA's, or OCFO's grant monitoring activities, it may result in sanctions affecting SUBRECIPIENT's DOJ awards, including, but not limited to: withholdings and/or other restrictions on SUBRECIPIENT's access to grant funds; referral to the Office of the Inspector General for audit review; designation of SUBRECIPIENT as a DOJ High Risk grantee; or termination of an award(s).

If SUBRECIPIENT enters into a subaward, the subaward shall contain provisions permitting SANDAG, BJA, or OCFO to perform all monitoring of that subaward in accordance with this AGREEMENT and the Federal Uniform Guidance.

## **XXII. REPORTS AND DATA COLLECTION**

- A.** SUBRECIPIENT must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to SANDAG in the manner (including within the timeframes) specified by SANDAG and/or 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.
- B.** SUBRECIPIENT shall submit written progress reports no less frequently than quarterly to allow SANDAG to determine if SUBRECIPIENT is performing to expectations, is on schedule, is within funding cost limitations, to communicate interim findings, and to afford occasions for airing difficulties respecting special problems encountered so that remedies can be developed.
- C.** SUBRECIPIENT understands and agrees that quarterly Federal Financial Reports (SF-425) and semi-annual performance reports must be submitted through JustGrants ([justgrants.usdoj.gov](https://justgrants.usdoj.gov)), and that quarterly performance metrics reports must be submitted through BJA's Performance Measurement Tool (PMT) website (<https://bjapmt.ojp.gov/>). For more detailed information on reporting and other requirements, refer to BJA's website. Failure to submit required reports by established deadlines may result in the freezing of grant funds and High Risk designation.
- D.** SUBRECIPIENT also agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this Project.

## **XXIII. COPYRIGHT; DATA RIGHTS**

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

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

It is the responsibility of SUBRECIPIENT, and of its subrecipients at any tier, to ensure that the provisions of this condition are included in any subaward (at any tier) under this award.

SUBRECIPIENT has the responsibility to obtain from subrecipients, contractors, and subcontractors (if any) all rights and data necessary to fulfill SUBRECIPIENT's obligations to the Government under this award. If a proposed subrecipient, contractor, or subcontractor refuses to accept terms affording the Government such rights, SUBRECIPIENT shall promptly bring such refusal to the attention of the OJP program manager for the award and not proceed with the agreement in question without further authorization from the OJP program office.

#### **XXIV. CONFIDENTIALITY**

- A.** SUBRECIPIENT, and its subrecipients 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. SUBRECIPIENT 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.
- B.** SUBRECIPIENT, and its subrecipients 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 200.1) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). SUBRECIPIENT's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

#### **XXV. COMPLIANCE WITH OTHER AWARD REQUIREMENTS**

- A.** RECIPIENT represents and warrants to SANDAG that it has all necessary licenses, permits, qualifications and approvals, of whatever nature, that are legally required for it to operate legally. RECIPIENT further represents and warrants to SANDAG that it shall keep in effect at all times during the term of this AGREEMENT any licenses, permits, and approvals that are required for it to perform under this AGREEMENT.
- B.** OJP Training Guiding Principles  

Any training or training materials that SUBRECIPIENT, or its subrecipients 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>.
- A.** SUBRECIPIENT agrees to submit to BJA for review and approval any curricula, training materials, proposed publications, reports, or any other written materials that will be published, including web-based materials and web site content, through funds from this grant at least thirty (30) working days prior to the targeted dissemination date. Any written, visual, or audio publications, with the exception of press releases, whether published at SUBRECIPIENT's or government's expense, shall contain the following statements: "This project was supported by Grant No. <AWARD\_NUMBER> awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Department of Justice's Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the Office for Victims of Crime, and the SMART Office. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice." The current edition of the DOJ Grants Financial Guide provides guidance on allowable printing and publication activities.
- B.** Media and Community Outreach Coordination

SUBRECIPIENT agrees to submit to SANDAG, which will forward to DOJ for review and approval, any proposal or plan for Project Safe Neighborhoods media-related outreach. DOJ approval must be received prior to any obligation or expenditure of grant funds related to the development of media-related outreach projects.

- C.** Any website that is funded in whole or in part under this award must include the following statement on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a web-based service, including any pages that provide results or outputs from the service: "This Web site is funded in whole or in part through a grant from the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. Neither the U.S. Department of Justice nor any of its components operate, control, are responsible for, or necessarily endorse, this Web site (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)." The full text of the foregoing statement must be clearly visible on the home page. On other pages, the statement may be included through a link, entitled "Notice of Federal Funding and Federal Disclaimer," to the full text of the statement.

**D.** Safe Policing and Law Enforcement Subrecipients

If SUBRECIPIENT is a State, local, college, or university law enforcement agency, it affirms that it has been certified by an approved independent credentialing body or has started the certification process. This requirement also applies to subrecipients at any tier which are a State, local, college, or university law enforcement agency. To become certified, law enforcement agencies must meet two mandatory conditions: (1) the agency's use of force policies adhere to all applicable federal, state, and local laws; and (2) the agency's use of force policies prohibit chokeholds except in situations where use of deadly force is allowed by law. For detailed information on this certification requirement, see <https://cops.usdoj.gov/SafePolicingEO>.

**E.** Determination of Suitability to Interact with Participating Minors

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

SUBRECIPIENT, and its subrecipients 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.

**F.** 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 subrecipients to adopt and

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

**G. Requirements Pertaining to Prohibited Conduct Related to Trafficking in Persons (Including Reporting Requirements and OJP Authority to Terminate Award)**

SUBRECIPIENT, and its subrecipients 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, or individuals defined (for purposes of this condition) as "employees" of SUBRECIPIENT or of any subrecipient.

The details of SUBRECIPIENT's obligations pertaining 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.

**H. Required Attendance at BJA-sponsored Events**

SUBRECIPIENT, and its subrecipients at any tier, must participate in BJA-sponsored training events, technical assistance events, or conferences held by BJA or its designees, upon BJA's request.

**I. SUBRECIPIENT agrees to comply with the requirements of 28 CFR Part 46 and all other DOJ/OJP policies and procedures regarding the protection of human research subjects, including informed consent procedures and obtainment of Institutional Review Board (IRB) approval, if appropriate.**

**J. SUBRECIPIENT agrees to coordinate the Project with the U.S. Attorney and Project Safe Neighborhoods Task Force for the district covered by the award. SUBRECIPIENT also is encouraged to coordinate with other community justice initiatives, and other ongoing, local gun prosecution and law enforcement strategies.**

**K. SUBRECIPIENT must 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 this condition, 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 \$30,000, 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).

**XXVI. CHANGES IN TERMS OR CONDITIONS**

**A. This AGREEMENT may be amended or modified only by mutual written agreement of the Parties.**



- B.** SUBRECIPIENT agrees to notify SANDAG immediately, in writing, of any change in local law, conditions (including its legal, financial, or technical capacity), or any other event that may adversely affect SUBRECIPIENT's ability to perform the Project in accordance with the terms of this AGREEMENT. SUBRECIPIENT also agrees to notify SANDAG immediately, in writing, of any current or prospective major dispute, breach, default, or litigation that may adversely affect SANDAG interests in the Project or SUBRECIPIENT's ability to carry out the Project; and agrees to inform SANDAG, also in writing, before naming SANDAG as a party to litigation for any reason, in any forum. At a minimum, SUBRECIPIENT agrees to send each notice to SANDAG required by this subsection to the SANDAG Office of General Counsel.

## **XXVII. 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 SUBRECIPIENT that relate to conduct during the period of performance also is a material requirement of this award.

Limited Exceptions. In certain special circumstances, 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 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 SUBRECIPIENT, 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 SUBRECIPIENT 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 in the AGREEMENT, a condition incorporated by reference, or an assurance or certification related to conduct during the award period -- may result in OJP taking appropriate action with respect to SUBRECIPIENT 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.

## **XXVIII. DISPUTES**

- A.** Any dispute concerning a question of fact arising under this AGREEMENT that is not disposed of by agreement shall be finally decided by the SANDAG Chief Executive Officer or delegate, who

may or may not consider any written or verbal evidence submitted by SUBRECIPIENT, in the Chief Executive Officer's or delegate's sole discretion.

- B.** Neither the pendency of a dispute nor its consideration by SANDAG will excuse either party from full and timely performance in accordance with the terms of the AGREEMENT.
- C.** The above dispute resolution procedure does not apply in the event of a dispute resulting in termination of this AGREEMENT, in which case the procedures set forth in the Part 200 Uniform Requirements or the DOJ Grants Financial Guide take precedence.

#### **XXIX. EARLY TERMINATION OF THIS AGREEMENT**

A Federal award may be terminated in whole or in part as follows:

- By the DOJ awarding agency or SANDAG for failure to comply with the terms and conditions of an award;
- By the DOJ awarding agency or SANDAG for cause;
- By the DOJ awarding agency or SANDAG with consent of the SUBRECIPIENT, in which case the two parties must agree upon termination conditions, including the effective date, and in the case of partial termination, the portion to be terminated; or
- By the SUBRECIPIENT upon sending the DOJ awarding agency or SANDAG written notification including the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. However, if the DOJ awarding agency determines that partial termination of the award will not accomplish the purposes for which the award was made, then DOJ may terminate the award in its entirety.

The awarding agency or SANDAG will provide SUBRECIPIENT with notice of termination. If the award is terminated for failure to comply with the statutes, regulations, or terms and conditions of the award, the termination decision may be considered in evaluating future applications received from SUBRECIPIENT.

When an award is terminated or partially terminated, SUBRECIPIENT remains responsible for compliance with the requirements in 2 C.F.R. § 200.343 (Closeout) and 2 C.F.R. § 200.344 (Post-closeout adjustments and continuing responsibilities).

#### **XXX. PROJECT CLOSE OUT**

The Subaward Period of Performance End Date of this AGREEMENT refers to the last date for SUBRECIPIENT to incur valid Project costs or credits. SUBRECIPIENT has 60 days after the termination date of this AGREEMENT to make final allowable payments to its subrecipients or subcontractors, prepare and submit Project closeout reports, and submit the final invoice to SANDAG for reimbursement for allowable Project costs. Any unexpended Project funds invoiced after 90 days post the termination date of this AGREEMENT will be forfeited and will no longer be accessible by SUBRECIPIENT to reimburse for Project expenses. See the requirements in 2 C.F.R. § 200.343 (Closeout) and the DOJ Grants Financial Guide for additional information.

#### **XXXI. RELATIONSHIP OF PARTIES**

It is expressly understood that this AGREEMENT is executed by and between two independent entities and that this is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or association, or any other relationship whatsoever other than that of an independent party.

#### **XXXII. INTEGRATION AND SEVERABILITY**

This AGREEMENT represents the entire understanding of SANDAG and SUBRECIPIENT as to those matters contained in it. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This AGREEMENT may not be modified or altered except in writing, signed by SANDAG. If any provision of the AGREEMENT is determined invalid, the remainder of the AGREEMENT shall not be affected if that remainder would continue to conform to the requirements of applicable laws or regulations. All Attachments to this AGREEMENT are hereby incorporated as though set forth in full herein.

#### **XXXIII. FORCE MAJEURE**

Either party is excused from performance hereunder if such non-performance results from acts of God, epidemics, war, riots, acts of governmental authorities, or any other cause that could not have been overcome by the exercise of due diligence or planning by the non-performing party. In the event of the occurrence of a force majeure event, the party unable to perform shall promptly notify the other party within five calendar days and provide an explanation describing why the inability to perform is not due in whole or in part to its actions or inaction. It shall further pursue its best efforts to resume performance as quickly as possible and shall suspend performance only for such period of time as is necessary as a result of the force majeure event.

#### **XXXIV. SURVIVAL**

The rights, obligations and conditions set forth in the Sections of this AGREEMENT entitled Indemnification and Liability, Insurance, Notices, Cost Principles, and any right, obligation or condition that, by its express terms or nature and context is intended to survive the termination or expiration of this AGREEMENT, shall survive until the last applicable statute of limitations expires.

#### **XXXV. WAIVER**

Neither the SANDAG review, approval, or acceptance of, nor payment for, any of the work required under this AGREEMENT shall be construed to operate as a waiver of any rights under this AGREEMENT by SANDAG.

#### **XXXVI. NO THIRD PARTY RIGHTS**

The federal government shall not be subject to any obligations or liabilities to any third-party contractor or any other person not a party to the agreement between SANDAG and the DOJ awarding agency. Notwithstanding any concurrence provided by the federal government in or approval of any solicitation, subagreement, or third-party contract, the federal government continues to have no obligations or liabilities to any party, including SUBRECIPIENT or any other third-party contractor.

## **XXXVII. ATTACHMENTS**

The following attachments are incorporated into and are made part of this AGREEMENT by this reference and attachment. In the event of conflicting provisions, the following order of precedence will apply:

(1) Part 200 Uniform Requirements; (2) DOJ Grants Financial Guide; (3) the body of this AGREEMENT excluding attachments; and (4) the attachments to this AGREEMENT.

- Statement of Work
- Project Schedule
- Project Budget
- Indirect Cost Rate Certification Form
- Certificate of Nondiscrimination Assurances
- Equal Employment Opportunity Certificate of Compliance

## **XXXVIII. SIGNATURES**

The persons below assert that they are authorized to execute this AGREEMENT and have executed it as of the date of the last signature below. This AGREEMENT may be executed in any number of separate counterparts, each of which shall be deemed an original but all of which when taken together shall constitute one and the same instrument. The parties hereby agree to the use of electronic signatures to create mutually binding contractual agreements.

SAN DIEGO ASSOCIATION OF  
GOVERNMENTS

LOS ANGELES POLICE DEPARTMENT

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**Cindy Burke**  
**Senior Director, Data Science**

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**MICHEL R. MOORE**  
**Chief of Police**

APPROVED AS TO FORM:

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**Office of General Counsel**

## EXHIBIT A – STATEMENT OF WORK

### Program Description

LAPD seeks funds to reduce violence in 77th Street and Southeast Divisions. Both divisions have identified Neighborhood Engagement Areas and other hot spots where a combination of enforcement, intervention and outreach activities will take place. During the summer months when violence is higher than other times, Senior Lead Officers, Community Resource Officers, gang units, and foot and bike patrols will be utilized to prevent crime, while a task force will engage in enforcement activities. Community and business surveys will measure citizen perceptions of problems. Crime incidents calls for service, and arrests will measure police activity.

### Objectives

The goals and deliverables for the enforcement and prevention strategies program implemented by LAPD are as follows:

- Goal 1: Reduce violent crimes through a combination of enforcement and prevention activities in areas and hot spots that have been identified as Neighborhood Engagement Areas (business and residential neighborhoods that are crime-prone)
  - Activity/Deliverable 1: Increased policing presence and undercover operations to combat illegal activities like prostitution and the distribution of ghost guns.
- Goal 2: Reduce gang violence by increasing enforcement, prevention, and outreach strategies during summer months when gang violence peaks.
  - Activity/Deliverable 1: Collaborate with community organizations, schools, and engage in outreach efforts, including mentorship programs and community engagement activities, to support at-risk youth and raise awareness about crime-related issues while partnering with SANDAG for data collection and program enhancement.

### Program Design and Implementation

The LAPD is planning to use the Project Safe Neighborhood Grant to implement a Summer Violence Reduction Strategy in the Figueroa Corridor. This strategy will encompass four key components: (1) Law Enforcement Efforts, which involve increased policing presence and undercover operations to combat illegal activities like prostitution and the distribution of ghost guns; (2) Intervention Efforts, focusing on steering at-risk youth away from criminal activities through community programs and mentorship; (3) Outreach Efforts, aiming to build trust between law enforcement and the community through regular meetings, neighborhood watch programs, and public awareness campaigns; and (4) Collaboration with SANDAG and a research partner to gather and evaluate data on the program's effectiveness.

For law enforcement efforts, LAPD plans to increase patrolling along the Figueroa Corridor to deter criminal activities, conduct undercover operations, and collaborate with other agencies to address ghost gun proliferation. The LAPD will also target specific locations known for prostitution activities. Simultaneously, they will work with local organizations and community groups to address the root causes of prostitution activity and offer support services to those affected.

In terms of intervention, LAPD will collaborate with community organizations and schools to identify at-risk youth and encourage their participation in summer programs that offer positive alternatives. They will also provide mentorship opportunities and build partnerships to support these programs.

The LAPD's outreach efforts will involve community engagement through regular meetings, town hall sessions, neighborhood watch programs, and the use of social media to disseminate information on crime trends, safety tips, and the negative impacts of prostitution. They will develop an education campaign to raise awareness about the dangers of prostitution and its impact on the community. Additionally, LAPD will work with SANDAG and a research partner to collect data and gather feedback from community members for program evaluation and improvement.

## Project Budget

<b>Budget Summary</b>							
	Year 1		Year 2 (if needed)		Year 3 (if needed)		
Budget Category	Federal Request	Non-Federal Request	Federal Request	Non-Federal Request	Federal Request	Non-Federal Request	Total(s)
A. Personnel	\$93,846	\$0	\$93,846	\$0	\$0	\$0	\$187,692
B. Fringe Benefits	\$8,859	\$0	\$8,859	\$0	\$0	\$0	\$17,718
C. Travel	\$0	\$0	\$0	\$0	\$0	\$0	\$0
D. Equipment	\$0	\$0	\$0	\$0	\$0	\$0	\$0
E. Supplies	\$0	\$0	\$0	\$0	\$0	\$0	\$0
F. Construction	\$0	\$0	\$0	\$0	\$0	\$0	\$0
G. Subawards (Subgrants)	\$0	\$0	\$0	\$0	\$0	\$0	\$0
H. Procurement Contracts	\$0	\$0	\$0	\$0	\$0	\$0	\$0
I. Other	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>Total Direct Costs</b>	<b>\$102,705</b>	<b>\$0</b>	<b>\$102,705</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$205,410</b>
J. Indirect Costs	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>Total Project Costs</b>	<b>\$102,705</b>	<b>\$0</b>	<b>\$102,705</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$205,410</b>
Does this budget contain conference costs which is defined broadly to include meetings, retreats, seminars, symposia, and training activities? - Y/N							No

## Budget Detail - Year 1

Does this budget contain conference costs which is defined broadly to include meetings, retreats, seminars, symposia, and training activities? - Y/N

### A. Personnel

Name	Position	Computation						
List each name, if known.	List each position, if known.	Show annual salary rate & amount of time devoted to the project for each name/position.						
		Salary	Rate	Time Worked (# of hours, days, months, years)	Percentage of Time	Total Cost	Non-Federal Contribution	Federal Request
Sworn Overtime	Sergeant , Police Officers	\$100.91	Hourly	930	100%	\$93,846		\$93,846
<b>Total(s)</b>						<b>\$93,846</b>		<b>\$93,846</b>

#### Narrative

The Los Angeles Police Department (LAPD) is proposing to utilize the Project Safe Neighborhood Grant to implement a Summer Violence Reduction Strategy along the Figueroa Corridor and is requesting \$93,846 in sworn overtime in Year 1 of the grant. The overtime details will focus on enforcement, intervention and outreach strategies in the targeted neighborhoods in the Southeast and 77th Divisions. Each detail will consist of a supervisor (Sergeant) and two to six police officers depending on the event or activity. Overtime allocation will be split between the two divisions. Average overtime rate for Sergeant and Police Officers ranging from \$80-\$116, with an average of about \$100.91. There will be an estimated total allocation of 930 hours.

### B. Fringe Benefits

Name	Computation				
List each grant-supported position receiving fringe benefits	Show the basis for competition				
	Base	Rate	Total Cost	Non-Federal Contribution	Federal Request
Overtime Fringe Benefits	\$93,845.30	9.44%	\$8,859		\$8,859
<b>Total(s)</b>			<b>\$8,859</b>		<b>\$8,859</b>

#### Narrative

The LAPD's Overtime Fringe Benefits for approved CAP 41 is 9.44% and includes medicare, unemployment, worker's comp and carry forward.

## Budget Detail - Year 2

Does this budget contain conference costs which is defined broadly to include meetings, retreats, seminars, symposia, and training activities? - Y/N

### A. Personnel

Name	Position	Computation						
List each name, if known.	List each position, if known.	Show annual salary rate & amount of time devoted to the project for each name/position.						
		Salary	Rate	Time Worked (# of hours, days, months, years)	Percentage of Time	Total Cost	Non-Federal Contribution	Federal Request
Sworn Overtime	Sergeant , Police Officers	\$100.91	Hourly	930	100%	\$93,846		\$93,846
<b>Total(s)</b>						<b>\$93,846</b>		<b>\$93,846</b>

#### Narrative

The Los Angeles Police Department (LAPD) is proposing to utilize the Project Safe Neighborhood Grant to implement a Summer Violence Reduction Strategy along the Figueroa Corridor and is requesting \$93,846 in sworn overtime in Year 2 of the grant. The overtime details will focus on enforcement, intervention, and outreach strategies in the targeted neighborhoods in the Southeast and 77th Divisions. Each detail will consist of a supervisor (Sergeant) and two to six police officers depending on the event or activity. Overtime allocation will be split between the two divisions. Average overtime rate for Sergeant and Police Officers ranging from \$80-\$116, with an average of about \$100.91. There will be an estimated total allocation of 930 hours.



B. Fringe Benefits					
Name	Computation				
List each grant-supported position receiving fringe benefits	Show the basis for competition				
	Base	Rate	Total Cost	Non-Federal Contribution	Federal Request
Overtime Fringe Benefits	\$93,845.30	9.44%	\$8,859		\$8,859
	Total(s)		\$8,859		\$8,859
Narrative					
The LAPD's Overtime Fringe Benefits for approved CAP 41 is 9.44% and includes medicare, unemployment, worker's comp and carry forward.					

**CERTIFIED ASSURANCES**  
**(Part 1 of 2)**

**Certifications Regarding Lobbying; Debarment, Suspension and Other  
Responsibility Matters; Drug-Free Workplace Requirements; Law  
Enforcement and Community Policing**

Applicants should refer to the regulations and other requirements cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations or other cited requirements before completing this form. The certifications shall be treated as a material representation of fact upon which reliance will be placed when the U.S. Department of Justice ("Department") determines to award the covered transaction, grant, or cooperative agreement.

**1. LOBBYING**

As required by 31 U.S.C. § 1352, as implemented by 28 C.F.R. Part 69, the Applicant certifies and assures (to the extent applicable) the following:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Applicant, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;
- (b) If the Applicant's request for Federal funds is in excess of \$100,000, and 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 grant or cooperative agreement, the Applicant shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities" in accordance with its (and any DOJ awarding agency's) instructions; and
- (c) The Applicant shall require that the language of this certification be included in the award documents for all subgrants and procurement contracts (and their subcontracts) funded with Federal award funds and shall ensure that any certifications or lobbying disclosures required of recipients of such subgrants and procurement contracts (or their subcontractors) are made and filed in accordance with 31 U.S.C. § 1352.

**2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

A. Pursuant to Department regulations on nonprocurement debarment and suspension implemented at 2 C.F.R. Part 2867, and to other related requirements, the Applicant certifies, with respect to prospective participants in a primary tier "covered transaction," as defined at 2 C.F.R. § 2867.20(a), that neither it nor any of its principals—

- (a) is presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) has within a three-year period preceding this application been convicted of a felony criminal violation under any Federal law, or been convicted or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or

performing a public (Federal, State, tribal, or local) transaction or private agreement or transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion or receiving stolen property, making false claims, or obstruction of justice, or commission of any offense indicating a lack of business integrity or business honesty that seriously and directly affects its (or its principals') present responsibility;

(c) is presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, tribal, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification, and/or

(d) has within a three-year period preceding this application had one or more public transactions (Federal, State, tribal, or local) terminated for cause or default.

B. Where the Applicant is unable to certify to any of the statements in this certification, it shall attach an explanation to this application. Where the Applicant or any of its principals was convicted, within a three-year period preceding this application, of a felony criminal violation under any Federal law, the Applicant also must disclose such felony criminal conviction in writing to the Department (for OJP Applicants, to OJP at [Ojpcompliance@usdoj.gov](mailto:Ojpcompliance@usdoj.gov); for OVW Applicants, to OVW at [OVW.GFMD@usdoj.gov](mailto:OVW.GFMD@usdoj.gov); or for COPS Applicants, to COPS at [AskCOPSRC@usdoj.gov](mailto:AskCOPSRC@usdoj.gov)), unless such disclosure has already been made.

### 3. FEDERAL TAXES

A. If the Applicant is a corporation, it certifies either that (1) the corporation has no unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, or (2) the corporation has provided written notice of such an unpaid tax liability (or liabilities) to the Department (for OJP Applicants, to OJP at [Ojpcompliance@usdoj.gov](mailto:Ojpcompliance@usdoj.gov); for OVW Applicants, to OVW at [OVW.GFMD@usdoj.gov](mailto:OVW.GFMD@usdoj.gov); or for COPS Applicants, to COPS at [AskCOPSRC@usdoj.gov](mailto:AskCOPSRC@usdoj.gov)).

B. Where the Applicant is unable to certify to any of the statements in this certification, it shall attach an explanation to this application.

### 4. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, as Implemented at 28 C.F.R. Part 83, Subpart F, for grantees, as defined at 28 C.F.R. §§ 83.620 and 83.650:

A. The Applicant certifies and assures that it will, or will continue to, 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 its workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about—

(1) The dangers of drug abuse in the workplace;

(2) The Applicant's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the award be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the award, the employee will—

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of the employee's conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the Department, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title of any such convicted employee to the Department, as follows:

For COPS award recipients - COPS Office, 145 N Street, NE, Washington, DC, 20530;

For OJP and OVW award recipients - U.S. Department of Justice, Office of Justice Programs, ATTN: Control Desk, 810 7th Street, N.W., Washington, D.C. 20531.

Notice shall include the identification number(s) of each affected award;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(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; and

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

##### **5. LAW ENFORCEMENT AGENCY CERTIFICATION REQUIRED UNDER DEPARTMENT OF JUSTICE DISCRETIONARY GRANT PROGRAMS ("SAFE POLICING CERTIFICATION")**

If this application is for a discretionary award pursuant to which award funds may be made available (whether by the award directly or by any subaward at any tier) to a State, local, college, or university law enforcement agency, the Applicant certifies that any such law enforcement agency to which funds will be made available has been certified by an approved independent credentialing body or has started the certification process. To become certified, a law enforcement agency must meet two mandatory conditions:

(a) the agency's use of force policies adhere to all applicable federal, State, and local laws; and

(b) the agency's use of force policies prohibit chokeholds except in situations where use of deadly force is allowed by law.

For detailed information on this certification requirement, see <https://cops.usdoj.gov/SafePolicingEO>.

The Applicant acknowledges that compliance with this safe policing certification requirement does not ensure compliance with federal, state, or local law, and that such certification shall not constitute a defense in any federal lawsuit. Nothing in the safe policing certification process or safe policing

requirement is intended to be (or may be) used by third parties to create liability by or against the United States or any of its officials, officers, agents or employees under any federal law. Neither the safe policing certification process nor the safe policing certification requirement is intended to (or does) confer any right on any third-person or entity seeking relief against the United States or any officer or employee thereof. No person or entity is intended to be (or is) a third-party beneficiary of the safe policing certification process, or, with respect to the safe policing certification requirement, such a beneficiary for purposes of any civil, criminal, or administrative action.

**6. COORDINATION REQUIRED UNDER PUBLIC SAFETY AND COMMUNITY POLICING PROGRAMS**

As required by the Public Safety Partnership and Community Policing Act of 1994, at 34 U.S.C. § 10382(c)(5), if this application is for a COPS award, the Applicant certifies that there has been appropriate coordination with all agencies that may be affected by its award. Affected agencies may include, among others, Offices of the United States Attorneys; State, local, or tribal prosecutors; or correctional agencies.

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.

I declare that the foregoing is true and correct.

Subrecipient Los Angeles Police Department

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

Name of Official: Michel R. Moore

Title: Chief of Police

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

Telephone No.: (213) 486-0150

E-mail: grants@lapd.online

**CERTIFIED ASSURANCES**  
**(Part 2 of 2)**

**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.

I declare that the foregoing is true and correct.

Subrecipient Los Angeles Police Department

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

Name of Official: Michel R. Moore

Title: Chief of Police

Date: 4-18-21

Telephone No.: (213) 486-0150

E-mail: grants@lapd.online



## EEOP Certification Form

### CERTIFICATION FORM

#### Compliance with the Equal Employment Opportunity Plan (EEOP) Requirements

Please read carefully the Instructions (see below) and then complete Section A or Section B or Section C, not all three. If recipient completes Section A or C and sub-grants a single award over \$500,000, in addition, please complete Section D.

Recipient's Name: City of Los Angeles - Los Angeles Police Department	
Address: 100 West First Street, Los Angeles CA 90012	
Is agency a: <input type="checkbox"/> Direct or <input checked="" type="checkbox"/> Sub recipient of OJP, OVW or COPS funding?	Law Enforcement Agency? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
DUNS Number: 037848012	Vendor Number (only if direct recipient)
Name and Title of Contact Person: Stele Larrecas, Grants Manager	
Telephone Number: 213-486-0380	E-Mail Address: n3371@lapd.online

#### Section A—Declaration Claiming Complete Exemption from the EEOP Requirement

Please check all the following boxes that apply.

- |                                                     |                                                  |                                                                          |
|-----------------------------------------------------|--------------------------------------------------|--------------------------------------------------------------------------|
| <input type="checkbox"/> Less than fifty employees. | <input type="checkbox"/> Indian Tribe            | <input type="checkbox"/> Medical Institution.                            |
| <input type="checkbox"/> Nonprofit Organization     | <input type="checkbox"/> Educational Institution | <input type="checkbox"/> Receiving a single award(s) less than \$25,000. |

I, \_\_\_\_\_ [responsible official], certify that [recipient] is not required to prepare an EEOP for the reason(s) checked above, pursuant to 28 C.F.R. § 42.302. I further certify that [recipient] will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services.

*If recipient sub-grants a single award over \$500,000, in addition, please complete Section D*

Print or Type Name and Title

Signature

Date

#### Section B—Declaration Claiming Exemption from the EEOP Submission Requirement and Certifying That an EEOP Is on File for Review

If a recipient agency has fifty or more employees and is receiving a single award or, subaward, of \$25,000 or more, but less than \$500,000, then the recipient agency does not have to submit an EEOP to the OCR for review as long as it certifies the following (42 C.F.R. § 42.305):

I, Steven Lurie [responsible official], Los Angeles Police Department, certify that [recipient], which has fifty or more employees and is receiving a single award or subaward for \$25,000 or more, but less than \$500,000, has formulated an EEOP in accordance with 28 CFR pt. 42, subpt. E. I further certify that within the last twenty-four months, the proper authority has formulated and signed into effect the EEOP and, as required by applicable federal law, it is available for review by the public, employees, the appropriate state planning agency, and the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice. The EEOP is on file at the following office:

Los Angeles Police Department

[organization],

100 West First Street, Los Angeles, CA 90012

[address].

Steven Lurie

4/24/2023

Print or Type Name and Title

Signature

Date

#### Section C—Declaration Stating that an EEOP Short Form Has Been Submitted to the Office for Civil Rights for Review

If a recipient agency has fifty or more employees and is receiving a single award, or subaward, of \$500,000 or more, then the recipient agency must send an EEOP Short Form to the OCR for review.

I, \_\_\_\_\_ [responsible official], certify that [recipient], which has fifty or more employees and is receiving a single award of \$500,000 or more, has formulated an EEOP in accordance with 28 CFR pt. 42, subpt. E, and sent it for review on [date] to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.

*If recipient sub-grants a single award over \$500,000, in addition, please complete Section D*

Print or Type Name and Title

Signature

Date



U.S. Department of Justice

Office of Justice Programs

Office for Civil Rights

Washington, D.C. 20531

October 19, 2021

Stella Larracas  
Grants Manager  
Los Angeles Police Department  
100 West 1st Street  
Suite 842  
Los Angeles, CA 90012-4112

Re: Equal Employment Opportunity Plan (EEOP) Utilization Report for Los Angeles Police Department,  
21-OCR-1388

Dear Ms. Larracas,

The Office for Civil Rights, Office of Justice Programs, has reviewed and approved the Equal Employment Opportunity Plan (EEOP) Utilization Report that you submitted in accordance with the grant conditions set forth by either the Omnibus Crime Control and Safe Streets Act of 1968 (Safe Streets Act), Juvenile Justice and Delinquency Prevention Act of 1974, the Victims of Crime Act of 1984 or their implementing regulations. The approval of your EEOP Utilization Report is effective for two years from the date of this letter, and satisfies the EEOP reporting requirement for all open Department of Justice (DOJ) awards during the two-year period.

Your organization may, however, have additional civil rights compliance requirements if it receives funding from grant programs other than the ones listed above. For example, if your organization is a recipient of funding from the Office on Violence Against Women (OVW), your organization's non-discrimination policies and practices should also include prohibitions on discrimination on the bases of actual or perceived sexual orientation and gender identity.

If you have any questions regarding this matter, please contact the Office for Civil Rights at (202) 307-0690.

Sincerely,

X *Michael L. Alston*

Michael L. Alston  
Director  
Signed by: MICHAEL ALSTON

**High Risk Status Disclosure**

**2022 Project Safe Neighborhood (PSN)  
Violent Gang and Gun Crime Reduction Program**

**High Risk Status Disclosure**

The Los Angeles police Department is not designated as a High-Risk agency by another federal grant making agency at this time. The 2022 Project Safe Neighborhood application requires notification to SANDAG via email should that current status change and the Los Angeles Police Department will act in accordance with the mandate.

# Disclosure of Lobbying Activities Form

## DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

(See reverse for public burden disclosure.)

Approved by OMB  
0348-0046

<b>1. Type of Federal Action:</b> <input checked="checked" type="checkbox"/> B a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance		<b>2. Status of Federal Action:</b> <input checked="checked" type="checkbox"/> A a. bid/offer/application b. initial award c. post-award		<b>3. Report Type:</b> <input checked="checked" type="checkbox"/> A a. initial filing b. material change <b>For Material Change Only:</b> year _____ quarter _____ date of last report _____	
<b>4. Name and Address of Reporting Entity:</b> <input type="checkbox"/> Prime <input checked="checked" type="checkbox"/> Subawardee Tier _____, if known:			<b>5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:</b> San Diego Association of Governments		
<b>6. Federal Department/Agency:</b> USDOJ, Bureau of Justice Assistance			<b>7. Federal Program Name/Description:</b> FY 2022 Project Safe Neighborhood CFDA Number, if applicable: _____		
<b>8. Federal Action Number, if known:</b>			<b>9. Award Amount, if known:</b> \$		
<b>10. a. Name and Address of Lobbying Registrant</b> (if individual, last name, first name, MI):			<b>b. Individuals Performing Services</b> (including address if different from No. 10a) (last name, first name, MI):		
<b>11.</b> Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.			Signature:  Print Name: Michel R. Moore Title: Chief of Police Telephone No.: (213) 486-0150 Date: 4-18-23		
<b>Federal Use Only:</b>			Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)		

## **Certification of De Minimis Indirect Cost Rate Form**

### **CERTIFICATION OF DE MINIMIS INDIRECT COST RATE FORM**

#### **Indirect Rate Cost Certification Form for Agencies Using the 10% de minimis Rate on Grant Agreements with Federal Funding**

##### **CERTIFICATION OF ELIGIBILITY**

I, the undersigned, certify that SUBRECIPIENT is eligible to use the 10% de minimis indirect cost rate as we have:

- Never received a negotiated indirect cost rate.
- Received less than \$35 million in direct federal funding for the fiscal year requested and each fiscal year thereafter.

##### **Certification of Financial Management System**

I, the undersigned, certify that SUBRECIPIENT has a financial management system that accumulates and segregates direct costs (*costs that can be specifically identified to a final cost objective [e.g., a project, program, or other direct activity of an organization]*) from indirect costs (*costs incurred for a common or joint purpose benefitting more than one final cost objective e.g. administrative cost: such as clerical support, human resources, accounting, payroll, financial audits, rent, utilities, supplies, vehicle expense, executive management, etc. that is not readily assignable to the final cost objectives specifically benefitted, without effort disproportionate to the results achieved*) and by project/activity, that are allowable in accordance with Title 2 Code of Federal Regulations Part 200. Uniform Administrative Requirements, Cost Principles, and Audit Requirements (Uniform Guidance).

I certify the SUBRECIPIENT's financial management system has the following attributes:

- Account numbers identifying allowable direct, indirect, and unallowable cost accounts.
- Ability to accumulate and segregate allowable direct, indirect and unallowable costs into different cost accounts.
- Ability to accumulate and segregate allowable direct costs by project, funding source, and type of cost (e.g.: labor, consulting, pass-thru, or other).
- Internal controls to maintain integrity of financial management system.
- Ability to consistently record and report costs as described in the Uniform Guidance.
- Ability to ensure costs billed are in compliance with the Uniform Guidance.
- Ability to ensure costs billed reconcile to general ledgers and job costing ledgers.
- Ability to ensure costs are in compliance with contract terms and federal and state requirements.

I also certify that the types of records that are used to support the existence of these attributes include the following:

- General ledger and job costing ledgers.
- Subsidiary general ledgers.
- Chart of accounts.
- Financial statements.
- Time keeping records.
- Documents supporting actual costs (e.g. invoices, canceled checks).
- Accounting policy and procedure manuals specific to the SUBRECIPIENT.

**Finally, I understand:**

1. The de minimis rate of 10% is to be applied to modified total direct costs which means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel and up to the first \$25,000 of each subaward (regardless of the period of performance of the subawards under the award). Modified total direct cost excludes equipment, capital expenditures, rental costs, and the portion of each subaward in excess of \$25,000.
2. Costs must be consistently charged as either indirect or direct but may not be double charged or inconsistently charged as both.
3. The proper use and application of the de minimis rate is the responsibility of SUBRECIPIENT and SANDAG may perform an audit on SUBRECIPIENT to ensure compliance with the Uniform Guidance and agreements with SANDAG. If it is determined we are inconsistently charging costs, or not in compliance with the Uniform Guidance we may be required to reimburse SANDAG for any identified overbillings.
4. SUBRECIPIENT's schedule of expenditures of federal awards must include a note on whether it elected to use the 10% de minimis cost rate in accordance with the Uniform Guidance.

I declare that the foregoing is true and correct.

Subrecipient Los Angeles Police Department

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

Name of Official\*: Michel R. Moore

Title: Chief of Police

Date: 4-15-21

Telephone No.: 213-486-0150

E-mail: grants@lapd.online

*\*(Must be executive, financial officer, or equivalent of Subrecipient)*

**APPLICANT DISCLOSURE OF PENDING APPLICATIONS  
(DUPLICATION IN COST ITEMS)**

Each applicant is to disclose whether it has (or is proposed as a subrecipient under) any pending applications for federally funded grants or cooperative agreements that (1) include requests for funding to support the same project being proposed in the application under the solicitation, and (2) would cover any identical cost items outlined in the budget submitted to OJP as part of the application under the solicitation. The applicant is to disclose applications made directly to federal awarding agencies, and also applications for subawards of federal funds (e.g., applications to State agencies that will subaward ("subgrant") federal funds).

Each applicant that has one or more pending applications as described above is to provide the following information about pending applications submitted within the last 12 months:

<b>Federal or State Funding Agency</b>	<b>Solicitation Name/Project Name</b>
N/A	N/A

## **Project Safe Neighborhoods Privacy Certification**

### **PRIVACY CERTIFICATION**

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Sub-grantee, Los Angeles Police Department, certifies that data identifiable to a private person<sup>1</sup> will not be used or revealed, except as authorized in 28 CFR Part 22, §§22.21, 22.22.

Brief Description of Project (required by 28 CFR §22.23(b):

***The Los Angeles Police Department seeks funds to reduce violence in the 77<sup>th</sup> Street and Southeast Divisions. Both divisions have identified Neighborhood Engagement Areas and other hot spots where a combination of enforcement and prevention activities will take place. During the summer months, when violence is higher than other times, Senior Lead Officers, Community Resource Officers, gang units and foot and bike patrols will be utilized to prevent crime, while a task force will engage enforcement activities. Community business surveys will measure citizen perception of problems. Crime incidents, calls for service, and arrests will measure police activity.***

***No data identifiable to a private person will be collected here.***

Sub-grantee certifies that any private person from whom identifiable information is collected or obtained shall be notified, in accordance with 28 CFR §22.27, that such data will only be used or revealed for research or statistical purposes and that compliance with the request for information is not mandatory and participation in the project may be terminated at any time. In addition, Sub-grantee certifies that where findings in a project cannot, by sample size or uniqueness of subject, be expected to totally conceal the identity of an individual, such individual shall be so advised.

Procedures to notify subjects that such data will only be used or revealed for research or statistical purposes and that compliance with the request for information is not mandatory and participation in the project may be terminated at any time as required by 28 CFR §22.23(b)(4):

***Not applicable since this is not a study collecting identifiable data.***

If notification of subjects is to be waived, pursuant to 28 CFR §22.27(c), please provide a justification:

***Not applicable since this is not a study collecting identifiable data.***

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<sup>1</sup> Information identifiable to a private person as defined in 28 CFR §22.2(e) as "information which either—(1) is labeled by name or other personal identifiers, or (2), can by virtue of sample size or other factors, be reasonably interpreted as referring to a particular person."



Sub-grantee certifies that project plans will be designed to preserve the confidentiality of private persons to whom information relates, including where appropriate, name-stripping, coding of data, or other similar procedures.

Procedures developed to preserve the confidentiality of personally identifiable information, as required by 28 CFR §22.23(b)(7):

***Not applicable since this is not a study collecting identifiable data.***

Sub-grantee certifies that, if applicable, a log will be maintained indicating that (1) identifiable data have been transferred to persons other than employees of NIJ, BJA, BJS, OJJDP, OVC, OJP, or Sub-grantee/contractor/subcontractor staff; and (2) such data have been returned or that alternative arrangements have been agreed upon for future maintenance of such data, in accordance with 28 CFR §22.23(b)(6).

Justification for the collection and/or maintenance of any data in identifiable form, if applicable:

***Not applicable since this is not a study collecting identifiable data.***

Procedures for data storage, as required by 28 CFR §22.23(b)(5):

***Not applicable since this is not a study collecting identifiable data.***

Sub-grantee certifies that all contractors, subcontractors, and consultants requiring access to identifiable data will agree, through conditions in their subcontract or consultant agreement, to comply with the requirements of 28 CFR §22.24, regarding information transfer agreements. Sub-grantee also certifies that BJA and the Grants Management Bureau will be provided with copies of any and all transfer agreements before they are executed as well as the name and title of the individual(s) with the authority to transfer data.

Description of any institutional limitations or restrictions on the transfer of data in identifiable form, if applicable:

***Not applicable since this is not a study collecting identifiable data.***

Name and title of individual with the authority to transfer data:

***Not applicable since this is not a study collecting identifiable data.***

Sub-grantee certifies that access to the data will be limited to those employees having a need for such data and that such employees shall be advised of and agree in writing to comply with the regulations in 28 CFR Part 22.

Sub-grantee certifies that all project personnel, including subcontractors, have been advised of

and have agreed, in writing, to comply with all procedures to protect privacy and the confidentiality of personally identifiable information.

Access to data is restricted to the following individuals, as required by 28 CFR §22.23(b)(2):

*Principal Investigator(s):*

***Not applicable since this is not a study collecting identifiable data.***

*Project Staff:*

***Not applicable since this is not a study collecting identifiable data.***

*Contractors, Subcontractors, and/or consultants:*

***Not applicable since this is not a study collecting identifiable data.***

Sub-grantee certifies that adequate precautions will be taken to ensure administrative and physical security of identifiable data and to preserve the confidentiality of the personally identifiable information.

Procedures to ensure the physical and administrative security of data, as required by 28 CFR §22.25(b), including, if applicable, a description of those procedures used to secure a name index:

***Not applicable since this is not a study collecting identifiable data.***

Procedures for the final disposition of data, as required by 28 CFR §22.25:

***Not applicable since this is not a study collecting identifiable data.***

Name and title of individual authorized to determine the final disposition of data:

***Not applicable since this is not a study collecting identifiable data.***

Sub-grantee certifies that copies of all questionnaires, informed consent forms and informed consent procedures designed for use in the project are attached to this Privacy Certificate.

Sub-grantee certifies that project findings and reports prepared for dissemination will not contain information which can reasonably be expected to be identifiable to a private person, except as authorized by 28 CFR §22.22.

Sub-grantee certifies that the procedures described above are correct and shall be carried out.

Sub-grantee certifies that the project will be conducted in accordance with all the requirements of the Omnibus Crime Control and Safe Streets Act of 1968 as amended and the regulations contained in 28 CFR Part 22.

Sub-grantee certifies that BJA and the Children's Initiative shall be notified of any material change in any of the information provided in this Privacy Certificate.

As the duly authorized representative of the Sub-grantee, I hereby certify that the Sub-grantee will comply with the above certifications.

Los Angeles Police Department

Name of Sub-grantee / Fiscal Agent

Signature of Certifying Official

Michel R. Moore

Printed Name of Certifying Official

Chief of Police

Title of Certifying Official

Date

9/15/23