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100 WEST FIRST STREET, SUITE 134
LOS ANGELES, CA 90012-4112

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June 9, 2023

BPC #23-102

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: REGIONAL THREAT ASSESSMENT CENTER PROGRAM BY AND BETWEEN THE
LOS ANGELES COUNTY SHERIFF'S DEPARTMENT AND LOS ANGELES POLICE
DEPARTMENT FISCAL YEAR 2024 – 2025.

At the regular meeting of the Board of Police Commissioners held Tuesday, June 6, 2023 the Board APPROVED the Department's report relative to the above matter.

This matter is being forwarded to you for approval.

Respectfully,

BOARD OF POLICE COMMISSIONERS

A handwritten signature in blue ink that reads "Rebecca Munoz".

REBECCA MUNOZ
Commission Executive Assistant

Attachment

c: Chief of Police

INTRADEPARTMENTAL CORRESPONDENCE

REVIEWED
RICHARD M. TEFANK
EXECUTIVE DIRECTOR

5/31/23
DATE

23-102

May 31, 2023
1.14

TO: The Honorable Board of Police Commissioners

FROM: Chief of Police

SUBJECT: TRANSMITTAL OF THE MEMORANDUM OF AGREEMENT AND AWARD
ACCEPTANCE FOR THE FISCAL YEAR 2024-2025 REGIONAL THREAT
ASSESSMENT CENTER PROGRAM

RECOMMENDED ACTIONS

1. That the Board of Police Commissioners (Board) REVIEW and APPROVE this report.
2. That the Board TRANSMIT the attached Memorandum of Agreement for the Fiscal Year (FY) 2024-2025 Regional Threat Assessment Center (RTAC) Program, pursuant to Administrative Code Section 14.6(a), to the Mayor and City Council, 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 accept the subgrant award of \$49,400 from the County of Los Angeles, by and through the Los Angeles County Sheriff's Department, for participation in the RTAC program with funding from the California Governor's Office of Emergency Services' (Cal OES) FY 2021 Homeland Security Grant Program (HSGP).
 - B. AUTHORIZE the Chief of Police, or designee, to negotiate and execute the attached Memorandum of Agreement for the FY 2023-2024 RTAC Program between the Los Angeles Police Department (LAPD) and the County of Los Angeles that will commence upon execution of agreement through May 31, 2025, for a total of \$49,400, subject to the approval of the City Attorney as to form and legality;
 - C. AUTHORIZE the Controller to set up the grant receivable and appropriate \$49,400 to appropriation account, account number to be determined, within Fund No. 339 for the receipt and disbursement of FY 2024-2025 RTAC grant funds;
 - D. AUTHORIZE the Los Angeles Police Department (LAPD) to spend up to the total grant amount of \$49,400 in accordance with the grant 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 Controller to increase appropriations as needed from the FY 2023-2024 RTAC Grant, account number to be determined, in Fund No. 339, Department No. 70, to Fund No. 100, Department No. 70, account number and amount as follows:

<u>Account Name</u>	<u>Account #</u>	<u>Amount</u>
Sworn Overtime	001092	\$40,570
Related Costs	TBD	\$3,830

- G. INSTRUCT the City Clerk to place on Council Calendar on July 1, 2024, the following action relative to the FY 2024-2025 RTAC Program:

- a) Authorize the Controller to transfer from Fund No. 339, Department No. 70, appropriation account number to be determined, to Fund No. 100, Department No. 70, account number and amount as follows:

<u>Account Name</u>	<u>Account #</u>	<u>Amount</u>
Sworn Overtime	001092	\$4,569
Related Costs	TBD	\$431

- H. AUTHORIZE the LAPD to prepare Controller's instructions for any technical adjustments, subject to the approval of the CAO, and AUTHORIZE and INSTRUCT the Controller to implement the instructions.

DISCUSSION

The Los Angeles County (County) is the recipient of federal funding provided by the U.S. Department of Homeland Security/Federal Emergency Management Agency through Cal OES for the FY 2022 HSGP for a three-year period from September 1, 2022 to May 31, 2025, pursuant to Grant Award Number 2022-0043; Cal OES ID Number 037-91034. The County granted LAPD a subaward of FY 2022 HGSP funding in the amount of \$49,400 for LAPD's participation in the RTAC Program for FY 2024-2025. The RTAC's mission is to direct, integrate, analyze, produce, and disseminate actionable information and intelligence in combating terrorism, as well as criminal activity within its assigned area of responsibility.

The Joint Regional Intelligence Center (JRIC) houses analysts and investigators from local, state and federal law enforcement agencies. The JRIC is intended to assist any agency throughout the Southern California area that has a need for in-depth analytical work on criminal cases where a terrorism nexus exists. The JRIC also serves as the RTAC for the Central District of California as part of the California State Threat Assessment System.

As the major contributor of personnel to the JRIC, the LAPD received overtime funding to perform the following tasks, among others:

- 1) Provide high quality vulnerability assessments of critical infrastructure facilities on short notice, often driven by significant events occurring worldwide that could affect the JRIC area of responsibility;
- 2) Be on standby during evening and weekend hours in the event of an unplanned incident likely to create a significant public safety interest where personnel are tasked with tracking the incident and reaching out to agencies nationwide; and,
- 3) Standup a Command Post unit on an extended 24-hour basis to provide intel and information to various public safety agencies within the six-county area of responsibility for major pre-planned events occurring locally or nationally.

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

Respectfully,


MICHEL R. MOORE
Chief of Police

Attachment

**BOARD OF
POLICE COMMISSIONERS**
Approved *June 6, 2023*
Secretary *Rebecca Munoz*

**FUNDING AGREEMENT
FOR REGIONAL THREAT ASSESSMENT CENTER
BY AND BETWEEN
LOS ANGELES COUNTY SHERIFF'S DEPARTMENT
AND
LOS ANGELES POLICE DEPARTMENT**

This Funding Agreement (Agreement) is made and entered into by and between the County of Los Angeles (County), by and through the Los Angeles County Sheriff's Department (Department), and the Los Angeles Police Department (LAPD), for participation in the Regional Threat Assessment Center (RTAC) Program with funding from the California Governor's Office of Emergency Services (Cal OES) Homeland Security Grant Program (HSGP).

1. PURPOSE

- A. The County is the recipient of federal funding provided by the U.S. Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA) through Cal OES for the Fiscal Year (FY) 2022 HSGP for a three-year period from September 1, 2022, to May 31, 2025, pursuant to Grant Award Number 2022-0043; Cal OES ID Number 037-91034.
- B. The County desires to reimburse LAPD from the FY 2022 HGSP grant funding for LAPD's participation in the RTAC Program.
- C. This Agreement includes award information as follows:
 - Name: Los Angeles Police Department
 - UEI Number: ZRXCMNNSUEJ1
 - Federal Award Identification Number (FAIN): 2022-0043
 - Federal Award Date: October 24, 2022
 - Period of Performance Start and End Date: As set forth below in Section 5, Term.
 - Total Amount of Federal Funds in this Agreement: \$49,400
 - Catalog of Federal Domestic Assistance (CFDA) Number: 97.067
 - Project Name: Regional Threat Assessment Center (RTAC)
 - Research & Development: No

2. LAPD OBLIGATIONS

- A. LAPD shall assign up to ten (10) Officers and one (1) professional staff to the Los Angeles Joint Regional Intelligence Center (JRIC) for the RTAC Program. Cal OES will provide funding for overtime hours worked by the above mentioned positions at JRIC.
- B. LAPD shall complete and deliver services, and provide all other work required for the RTAC Program.

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- C. LAPD, agrees to comply with all applicable requirements of Grant Award Number 2022-0043; Cal OES ID Number 037-91034, and all applicable Federal and State FY 2022 HSGP requirements and guidelines, including, but not limited to, those set forth in the FY 2022 HSGP Federal Notice of Funding Opportunity (NOFO), FY 2022 HSGP State Guidance/California Supplement to NOFO, FY 2022 DHS Standard Terms and Conditions 2022, Version 3, hereby incorporated by reference which can be found at: <https://www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions>, and FY 2022 Cal OES HSGP Standard Assurances reference in Exhibit A. All requirements are incorporated herein by this reference.
- D. LAPD shall maintain adequate fiscal and project books, records, documents, and other evidence pertinent to LAPD's participation in the RTAC Program pursuant to this Agreement in accordance with generally accepted accounting principles. Adequate supporting documentation shall be maintained in such detail so as to permit tracing transactions from the invoices to the accounting records, to the supporting documentation. These records shall be maintained for a minimum of three years from the County's submission of the final Biannual Strategy Implementation Report showing all grant funds have been expended.
- E. LAPD shall make books, records, documents, and other evidence available to the County, DHS, and Cal OES or their authorized representatives or designees, and the Comptroller General of the United States and any other Federal or State auditors or authorized representatives or designees during the term of this Agreement and for three years from the County's submission of the final Biannual Strategy Implementation Report showing all grant funds have been expended. LAPD shall provide suitable facilities for access, monitoring, inspection, and copying of books and records related to the grant-funded project under this Agreement. Failure to maintain all grant records for the required retention period could result in a reduction of grant funds, and an invoice to return costs associated with unsupported activities.
- F. LAPD shall provide to the County, DHS, and Cal OES, or any of their authorized representatives or designees, suitable access to the project activities under this Agreement, sites, and staff at all reasonable times during the term of this Agreement.

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3. DEPARTMENT OBLIGATIONS

- A. Utilizing HSGP grant funding, the County shall reimburse hourly overtime and employee benefits for LAPD's participation in the RTAC Program as members of the JRIC, as set forth in Section 4, Payment Terms of this Agreement.
- B. Pursuant to the HSGP grant requirements, the Department shall act as the lead agency, provide oversight of the RTAC Program, and coordinate the fund distribution and the provision of services among the participating agencies.
- C. The County, acting by and through the Department, shall monitor and audit LAPD's grant activities, which may include on-site verification of grant activities, as required.

4. PAYMENT TERMS

- A. For the period commencing upon execution of this Agreement through May 31, 2025, the County, acting by and through the Department, shall utilize FY 2022 HSGP (Grant Number 2022-0043; Cal OES ID Number 37-91034) grant funding to reimburse LAPD in an amount not to exceed forty-nine thousand four hundred dollars (\$49,400), which is reimbursable for hourly overtime costs and employee benefits at one hundred percent (100%).
- B. LAPD shall submit a detailed invoice of expenses in a prescribed format to the Department for actual expenditures incurred on a monthly basis and in arrears, on or before the twenty-fifth (25th) calendar day of each month. One hundred percent (100%) of actual hourly overtime worked (at time and one-half) and employee benefits will be reimbursed from the HSGP grant award subject to the FY 2022 HSGP grant requirements. LAPD shall submit invoices with itemized supporting documentation (name, job description, hours, rate of pay, rate components, functional time sheets, payroll registers, payment vouchers, invoices) of services provided. LAPD shall send all invoices to:

County of Los Angeles
Sheriff's Department
Attn: RTAC Program Manager
12440 Imperial Highway, Suite 700
Norwalk, CA 90650

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- C. LAPD shall only invoice the County, acting by and through the Department, for eligible project costs in accordance with Grant Award Number 2022-0043; Cal OES ID Number 037-91034, and applicable Federal and State FY 2022 HSGP requirements and guidelines.
- D. Upon approval of the invoice by the RTAC Program Manager, the invoice will be forwarded to the Department's Grants Accounting Unit for payment to LAPD within thirty (30) calendar days of receipt of invoice by the Department's Grants Accounting Unit.

5. TERM

- A. The term of this Agreement shall commence upon the date of execution by both parties, and shall terminate on May 31, 2025, unless sooner extended or terminated.
- B. This Agreement may be terminated by either party for any reason with thirty (30) calendar days advance written notice to the other party.
- C. This Agreement shall be immediately terminated if funding sources from Cal OES become unavailable or the RTAC Program is dissolved.

6. INDEMNIFICATION

- A. LAPD shall indemnify, defend, and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents, and volunteers, and DHS and Cal OES from and against all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with LAPD's acts and/or omissions arising from and/or relating to this Agreement.
- B. The County shall indemnify, defend, and hold harmless LAPD, its officers, employees, and agents from and against all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the County's acts and/or omissions arising from and/or relating to this Agreement.

7. AMENDMENTS

All changes and/or modifications to this Agreement must be in the form of a

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written Amendment duly executed by authorized personnel of the County and LAPD.

8. COMPLIANCE WITH APPLICABLE LAW

In the performance of this Agreement, LAPD shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies, and procedures, including, but not limited to, Certification Assurances reference in Exhibit A, Office of Management and Budget, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, codified at 2 CFR Part 200, and all applicable provisions shall be incorporated herein by this reference.

9. INDEPENDENT CONTRACTOR STATUS

- A. This Agreement is by and between the County and LAPD and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County, DHS, Cal OES, and LAPD. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
- B. LAPD shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Agreement all compensation and benefits. The County, DHS, and Cal OES shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of LAPD.
- C. LAPD understands and agrees that all persons performing work pursuant to this Agreement are, for purposes of Workers' Compensation liability, solely employees of LAPD and not employees of the County, DHS, or Cal OES. LAPD shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of LAPD pursuant to this Agreement.

10. VALIDITY AND WAIVER

- A. If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the

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application of such provision to other persons or circumstances shall not be affected thereby.

- B. No waiver by the County of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this Section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

11. AUTHORIZATION WARRANTY

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

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IN WITNESS WHEREOF, the County of Los Angeles and the Los Angeles Police Department have caused this Agreement to be executed by their duly authorized representatives, on the dates written below.

COUNTY OF LOS ANGELES

By: _____ Date _____
ROBERT G. LUNA, SHERIFF

LOS ANGELES POLICE DEPARTMENT

By: _____ Date _____
MICHEL R. MOORE, CHIEF

APPROVED AS TO FORM:
DAWYN R. HARRISON
County Counsel

DRAFT -No signature needed here

By: Michele Jackson
Principal Deputy County Counsel