

LOS ANGELES POLICE COMMISSION

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April 12, 2021

BPC #21-059

The Honorable Eric Garcetti
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: MEMORANDUM OF AGREEMENT AND AWARD ACCEPTANCE FOR THE
REGIONAL THREAT ASSESSMENT CENTER PROGRAM FISCAL YEAR 2021-2022.

At the regular meeting of the Board of Police Commissioners held Tuesday, April 6, 2021 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 "Maria Silva".

MARIA SILVA
Commission Executive Assistant

Attachment

c: Chief of Police

INTRADEPARTMENTAL CORRESPONDENCE

March 24, 2021

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 2021-2022 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 FY 2021-2022 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 \$52,000 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' FY 2019 Homeland Security Grant Program (HSGP).
 - B. AUTHORIZE the Chief of Police, or designee, to negotiate and execute the attached Memorandum of Agreement (MOA) for the FY 21-22 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, 2022, for a total of \$52,000, 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 \$52,000 to appropriation account, account number to be determined, within Fund No. 339 for the receipt and disbursement of FY 2021-2022 RTAC grant funds;
 - D. AUTHORIZE the Los Angeles Police Department (LAPD) to spend up to the total grant amount of \$52,000 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 2021-2022 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>
Overtime, Sworn	001092	\$25,000

- G. INSTRUCT the City Clerk to place on Council Calendar on July 1, 2021, the following action relative to the FY 2021-2022 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>
Overtime, Sworn	001092	\$27,000

- 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 CalOES for the Fiscal Year 2019 HSGP for a three-year period from September 1, 2019 to May 31, 2022, pursuant to Grant Award Number 2019-0035; CalOES ID Number 037-91034. The County granted LAPD a subaward of FY 2019 HSGP funding in the amount of \$52,000 for LAPD's participation in the RTAC Program for FY 21-22. 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:

INTRADEPARTMENTAL CORRESPONDENCE

RECEIVED

MAR 31 2021

POLICE COMMISSION

March 18, 2021
1.14

TO: Chief of Police

REVIEWED BY: *[Signature]* 3/31/21
RICHARD M. TEFANK DATE
EXECUTIVE DIRECTOR

FROM: Director, Office of Constitutional Policing and Policy

SUBJECT: TRANSMITTAL OF THE MEMORANDUM OF AGREEMENT AND AWARD ACCEPTANCE FOR THE FISCAL YEAR 2021-22 REGIONAL THREAT ASSESSMENT CENTER PROGRAM

Attached for your approval and signature is a transmittal to the Board of Police Commissioners seeking authorization to transmit a report to the Mayor and City Council. The report requests approval from the City Council and Mayor for the Los Angeles Police Department (LAPD) to accept the grant award of \$52,000 from the County of Los Angeles (County) for the Fiscal Year (FY) 2021-2022 Regional Threat Assessment Center (RTAC) program. The LAPD is also seeking approval to execute a Memorandum of Agreement (MOU) with the County for the FY 2021-2022 RTAC funded by the County's 2019 Homeland Security Grant Program. The performance period will commence from the time of MOU execution through May 31, 2022.

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 work on RTAC activities.

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



LIZABETH RHODES, Director
Office of Constitutional Policing and Policy

Attachments

**FUNDING AGREEMENT
FOR REGIONAL THREAT ASSESSMENT CENTER
BY AND BETWEEN
COUNTY OF LOS ANGELES
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) 2019 HSGP for a three-year period from September 1, 2019 to May 31, 2022, pursuant to Grant Award Number 2019-0035; Cal OES ID Number 037-91034
- B. The County desires to grant LAPD a subaward of FY 2019 HGSP funding for LAPD's participation in the RTAC Program.
- C. This Agreement includes award information as follows:
 - Subrecipient Name: Los Angeles Police Department
 - Subrecipient Data Universal Numbering System (DUNS) Number: 037848012
 - Federal Award Identification Number (FAIN): 2019-0035
 - Federal Award Date: September 26, 2019
 - Subaward Period of Performance Start and End Date: As set forth below in Section 5, Term.
 - Total Amount of Federal Funds in this Agreement: \$52,000
 - 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 fifteen (15) 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, as a subrecipient of federal funding, agrees to comply with all applicable requirements of Grant Award Number 2019-0035; Cal OES ID Number 037-91034, and all applicable Federal and State FY 2019 HSGP requirements and guidelines, including, but not limited to, those set forth in the FY 2019 HSGP Federal Notice of Funding Opportunity (NOFO), FY 2019 HSGP State Guidance/California Supplement to NOFO, FY 2019 DHS Standard Terms and Conditions version 7.0, and FY 2019 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.

**FUNDING AGREEMENT
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3. DEPARTMENT OBLIGATIONS

- A. Utilizing HSGP grant funding, the County shall reimburse hourly overtime 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, 2022, the County, acting by and through the Department, shall utilize FY 2019 HSGP (Grant Number 2019-0035; Cal OES ID Number 037-91034) grant funding to reimburse LAPD in an amount not to exceed fifty-two thousand dollars (\$52,000), which is reimbursable for hourly overtime costs 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 fifteenth (15th) calendar day of each month. One hundred percent (100%) of actual hourly overtime worked (at time and one-half) will be reimbursed from the HSGP grant award subject to the FY 2019 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

- C. LAPD shall only invoice the County, acting by and through the Department, for eligible project costs in accordance with Grant Award Number 2019-0035; Cal OES ID Number 037-91034, and applicable

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FOR REGIONAL THREAT ASSESSMENT CENTER
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Federal and State FY 2019 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, 2022, unless sooner extended or terminated.
- B. This Agreement may be terminated by either party for any reason whatsoever 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 any and 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 any and 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 written Amendment duly executed by authorized personnel of the County and LAPD.

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

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- 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 _____
TIMOTHY MURAKAMI, UNDERSHERIFF

LOS ANGELES POLICE DEPARTMENT

By: _____ Date _____
MICHEL R. MOORE, CHIEF

APPROVED AS TO FORM:
RODRIGO A. CASTRO
County Counsel

Counsel

**DRAFT —*

*NO signature
needed here.*



Standard Assurances For All Cal OES Federal Grant Programs

As the duly authorized representative of the Applicant, I hereby certify that the Applicant has the legal authority to apply for federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay any non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this application, within prescribed timelines.

I further acknowledge that the Applicant is responsible for reviewing and adhering to all requirements within the:

- (a) Applicable Federal Regulations (see below);
- (b) Federal Program Notice of Funding Opportunity (NOFO);
- (c) Federal Preparedness Grants Manual;
- (d) California Supplement to the NOFO; and
- (e) Federal and State Grant Program Guidelines.

Federal Regulations

Government cost principles, uniform administrative requirements, and audit requirements for federal grant programs are set forth in Title 2, Part 200 of the Code of Federal Regulations (C.F.R.). Updates are issued by the **Office of Management and Budget (OMB)** and can be found at <http://www.whitehouse.gov/omb/>.

Significant state and federal grant award requirements (some of which appear in the documents listed above) are set forth below. The Applicant hereby agrees to comply with the following:

1. Proof of Authority

The Applicant will obtain written authorization from the city council, governing board, or authorized body in support of this project. This written authorization must specify that the Applicant and the city council, governing board, or authorized body agree:

- (a) To provide all matching funds required for the grant project and that any cash match will be appropriated as required;
- (b) Any liability arising out of the performance of this agreement shall be the responsibility of the Applicant and the city council, governing board, or authorized body;
- (c) Grant funds shall not be used to supplant expenditures controlled by the city council, governing board, or authorized body; and
- (d) The official executing this agreement is, in fact, authorized to do so.



Standard Assurances For All Cal OES Federal Grant Programs

This Proof of Authority must be maintained on file and readily available upon request.

2. Period of Performance

The Applicant will initiate work after approval of the award and complete all work within the period of performance specified in the grant.

3. Lobbying and Political Activities

As required by Section 1352, Title 31 of the United States Code (U.S.C.), for persons entering into a contract, grant, loan, or cooperative agreement from an agency or requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan, the Applicant certifies that:

- (a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (b) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

The Applicant will also comply with provisions of the Hatch Act (5 U.S.C. §§ 1501-1508 and §§ 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.



Standard Assurances For All Cal OES Federal Grant Programs

Finally, the Applicant agrees that federal funds will not be used, directly or indirectly, to support the enactment, repeal, modification or adoption of any law, regulation or policy without the express written approval from the California Governor's Office of Emergency Services (Cal OES) or the federal awarding agency.

4. **Debarment and Suspension**

As required by Executive Orders 12549 and 12689, and 2 C.F.R. § 200.213 and codified in 2 C.F.R. Part 180, Debarment and Suspension, the Applicant will provide protection against waste, fraud, and abuse by debarring or suspending those persons deemed irresponsible in their dealings with the federal government. The Applicant certifies that it and its principals, recipients, or subrecipients:

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

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

5. **Non-Discrimination and Equal Employment Opportunity**

The Applicant will comply with all federal statutes relating to non-discrimination. These include, but are not limited to, the following:



Standard Assurances For All Cal OES Federal Grant Programs

- (a) Title VI of the Civil Rights Act of 1964 (Public Law (P.L.) 88-352 and 42 U.S.C. § 2000d et. seq.) which prohibits discrimination on the basis of race, color, or national origin and requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services;
- (b) Title IX of the Education Amendments of 1972, (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex in any federally funded educational program or activity;
- (c) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794), which prohibits discrimination against those with disabilities or access and functional needs;
- (d) Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability and requires buildings and structures be accessible to those with disabilities and access and functional needs (42 U.S.C. §§ 12101-12213);
- (e) Age Discrimination Act of 1975, (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age;
- (f) Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd—2), relating to confidentiality of patient records regarding substance abuse treatment;
- (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), relating to nondiscrimination in the sale, rental or financing of housing as implemented by the Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)— be designed and constructed with certain accessible features (See 24 C.F.R. § 100.201);
- (h) Executive Order 11246, which prohibits federal contractors and federally assisted construction contractors and subcontractors, who do over \$10,000 in Government business in one year from discriminating in employment decisions on the basis of race, color, religion, sex, sexual orientation, gender identification or national origin;
- (i) Executive Order 11375, which bans discrimination on the basis of race, color, religion, sex, sexual orientation, gender identification, or national origin in hiring and employment in both the United States federal workforce and on the part of government contractors;
- (j) California Public Contract Code § 10295.3, which prohibits discrimination based on domestic partnerships and those in same sex marriages;



Standard Assurances For All Cal OES Federal Grant Programs

- (k) DHS policy to ensure the equal treatment of faith-based organizations, under which all applicants and recipients must comply with equal treatment policies and requirements contained in 6 C.F.R. Part 19;
- (l) Any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and
- (m) The requirements of any other nondiscrimination statute(s) which may apply to the application.

In addition to the items listed in (a) through (m), the Applicant will comply with California's Fair Employment and Housing Act (FEHA). FEHA prohibits harassment and discrimination in employment because of ancestry, familial status, race, color, religious creed (including religious dress and grooming practices), sex (which includes pregnancy, childbirth, breastfeeding and medical conditions related to pregnancy, childbirth or breastfeeding), gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, mental and physical disability, genetic information, medical condition, age, pregnancy, denial of medical and family care leave, or pregnancy disability leave (California Government Code §§12940, 12945, 12945.2), military and veteran status, and/or retaliation for protesting illegal discrimination related to one of these categories, or for reporting patient abuse in tax supported institutions.

6. Drug-Free Workplace

As required by the Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 et seq.), the Applicant certifies that it will maintain a drug-free workplace and a drug-free awareness program as outlined in the Act.

7. Environmental Standards

The Applicant will comply with state and federal environmental standards, which may be prescribed pursuant to the following, as applicable:

- (a) California Environmental Quality Act (CEQA) (California Public Resources Code §§ 21000- 21177), to include coordination with the city or county planning agency;
- (b) CEQA Guidelines (California Code of Regulations, Title 14, Division 6, Chapter 3, §§ 15000- 15387);
- (c) Federal Clean Water Act (CWA) (33 U.S.C. § 1251 et seq.), which establishes the basic structure for regulating discharges of pollutants into the waters of the United States and regulating quality standards for surface waters;



Standard Assurances For All Cal OES Federal Grant Programs

- (d) Federal Clean Air Act of 1955 (42 U.S.C. § 7401) which regulates air emissions from stationary and mobile sources;
- (e) Institution of environmental quality control measures under the National Environmental Policy Act (NEPA) of 1969 (P.L. 91-190); the Council on Environmental Quality Regulations for implementing the Procedural Provisions of NEPA; and Executive Order 12898 which focuses on the environmental and human health effects of federal actions on minority and low-income populations with the goal of achieving environmental protection for all communities;
- (f) Evaluation of flood hazards in floodplains in accordance with Executive Order 11988;
- (g) Executive Order 11514 which sets forth national environmental standards;
- (h) Executive Order 11738 instituted to assure that each federal agency empowered to enter into contracts for the procurement of goods, materials, or services and each federal agency empowered to extend federal assistance by way of grant, loan, or contract shall undertake such procurement and assistance activities in a manner that will result in effective enforcement of the Clean Air Act and the Federal Water Pollution Control Act Executive Order 11990 which requires preservation of wetlands;
- (i) The Safe Drinking Water Act of 1974, (P.L. 93-523);
- (j) The Endangered Species Act of 1973, (P.L. 93-205);
- (k) Assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.);
- (l) Conformity of Federal Actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.);
- (m) Wild and Scenic Rivers Act of 1968 (16 U.S.C. § 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

The Applicant shall not be: 1) in violation of any order or resolution promulgated by the State Air Resources Board or an air pollution district; 2) subject to a cease and desist order pursuant to § 13301 of the California Water Code for violation of waste discharge requirements or discharge prohibitions; or 3) determined to be in violation of federal law relating to air or water pollution.



Standard Assurances For All Cal OES Federal Grant Programs

8. Audits

For subrecipients expending \$750,000 or more in federal grant funds annually, the Applicant will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and Title 2 of the Code of Federal Regulations, Part 200, Subpart F Audit Requirements.

9. Access to Records

In accordance with 2 C.F.R. § 200.336, the Applicant will give the awarding agency, the Comptroller General of the United States and, if appropriate, the state, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award. The Applicant will require any subrecipients, contractors, successors, transferees and assignees to acknowledge and agree to comply with this provision.

10. Conflict of Interest

The Applicant will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

11. Financial Management

False Claims for Payment - The Applicant will comply with 31 U.S.C §§ 3729-3733 which sets forth that no subrecipient, recipient, or subrecipient shall submit a false claim for payment, reimbursement or advance.

12. Reporting - Accountability

The Applicant agrees to comply with applicable provisions of the Federal Funding Accountability and Transparency Act (FFATA) (P.L. 109-282), specifically (a) the reporting of subawards obligating \$25,000 or more in federal funds and (b) executive compensation data for first-tier subawards. This includes the provisions of FFATA, which includes requirements for executive compensation, and also requirements implementing the Act for the non-federal entity at 2 C.F.R. Part 25 Financial Assistance Use of Universal Identifier and Central Contractor Registration and 2 C.F.R. Part 170 Reporting Subaward and Executive Compensation Information.

13. Whistleblower Protections

The Applicant also must comply with statutory requirements for whistleblower protections at 10 U.S.C. § 2409, 41 U.S.C. § 4712, and 10 U.S.C. § 2324, 41 U.S.C. § 4304 and § 4310.



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14. Human Trafficking

The Applicant will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. § 7104) which prohibits grant award recipients or a subrecipient from: (1) engaging in trafficking in persons during the period of time that the award is in effect; (2) procuring a commercial sex act during the period of time that the award is in effect; or (3) using forced labor in the performance of the award or subawards under the award.

15. Labor Standards

The Applicant will comply with the following federal labor standards:

- (a) The Davis-Bacon Act (40 U.S.C. §§ 276a to 276a-7), as applicable, and the Copeland Act (40 U.S.C. § 3145 and 18 U.S.C. § 874) and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), regarding labor standards for federally-assisted construction contracts or subcontracts, and
- (b) The Federal Fair Labor Standards Act (29 U.S.C. § 201 et al.) as they apply to employees of Institutes of higher learning (IHE), hospitals and other non-profit organizations.

16. Worker's Compensation

The Applicant must comply with provisions which require every employer to be insured to protect workers who may be injured on the job at all times during the performance of the work of this Agreement, as per the workers compensation laws set forth in California Labor Code §§ 3700 et seq.

17. Property-Related

If applicable to the type of project funded by this federal award, the Applicant will:

- (a) Comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchase;
- (b) Comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires subrecipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more;



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- (c) Assist the awarding agency in assuring compliance with Section 106 of the
- (d) National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470), Executive Order 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §469a-1 et seq.); and
- (e) Comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. § 4831 and 24 CFR Part 35) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

18. Certifications Applicable Only to Federally-Funded Construction Projects

For all construction projects, the Applicant will:

- (a) Not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with federal assistance funds to assure nondiscrimination during the useful life of the project;
- (b) Comply with the requirements of the awarding agency with regard to the drafting, review and approval of construction plans and specifications; and
- (c) Provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.

19. Use of Cellular Device While Driving is Prohibited

Applicants are required to comply with California Vehicle Code sections 23123 and 23123.5. These laws prohibit driving motor vehicle while using an electronic wireless communications device to write, send, or read a text-based communication. Drivers are also prohibited from the use of a wireless telephone without hands-free listening and talking, unless to make an emergency call to 911, law enforcement, or similar services.



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20. California Public Records Act and Freedom of Information Act

The Applicant acknowledges that all information submitted in the course of applying for funding under this program, or provided in the course of an entity's grant management activities that are under Federal control, is subject to the Freedom of Information Act (FOIA), 5 U.S.C. § 552, and the California Public Records Act, California Government Code section 6250 et seq. The Applicant should consider these laws and consult its own State and local laws and regulations regarding the release of information when reporting sensitive matters in the grant application, needs assessment, and strategic planning process.

HOMELAND SECURITY GRANT PROGRAM (HSGP) – PROGRAM SPECIFIC ASSURANCES / CERTIFICATIONS

21. Reporting Accusations and Findings of Discrimination

If during the past three years the recipient has been accused of discrimination on any basis the recipient must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS Financial Assistance Office and the DHS Office for Civil Rights and Civil Liberties (CRCL) by e-mail at CRCL@hq.dhs.gov or by mail at U.S. Department of Homeland Security, Office for Civil Rights and Civil Liberties, Building 410, Mail Stop #0190, Washington, D.C. 20528.

In the courts or administrative agencies make a finding of discrimination on grounds of race, color, national origin (including LEP), sex, age, disability, religion, or familial status against the recipient, or the recipients settle a case or matter alleging such discrimination, recipients must forward a copy of the complaint and findings to the DHS Financial Assistance Office and the CRCL by e-mail or mail at the addresses listed above.

The United States has the right to seek judicial enforcement of these obligations.

22. Acknowledgment of Federal Funding from DHS

All recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.



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23. Activities Conducted Abroad

All recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

24. Best Practices for Collection and Use of Personally Identifiable Information (PII)

DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. All recipients who collect PII are required to have a publically-available privacy policy that describes standards on the usage and maintenance of PII they collect. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy template a useful resource respectively.

25. Copyright

All recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

26. Duplication of Benefits

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies, to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions, or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

27. Energy Policy and Conservation Act

All recipients must comply with the requirements of 42 U.S.C. § 6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

28. Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129.



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29. Fly America Act of 1974

All recipients must comply with Preference for U.S. Flag Air Carriers: (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

30. Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, all Applicants must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, as amended, 15 U.S.C. § 2225a.

31. Non-supplanting Requirement

All recipients who receive federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

32. Patents and Intellectual Property Rights

Unless otherwise provided by law, recipients are subject to the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. § 200 et seq. All recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.

33. SAFECOM

All recipients who receive federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.



Standard Assurances For All Cal OES Federal Grant Programs

34. Terrorist Financing

All recipients must comply with Executive Order 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

35. Reporting of Matters Related to Recipient Integrity and Performance

If the total value of the recipient's currently active grants, cooperative agreements, and procurement contracts from all federal assistance offices exceeds \$10,000,000 for any period of time during the period of performance of this federal financial assistance award, you must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

36. USA Patriot Act of 2001

All recipients must comply with requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.

37. Use of DHS Seal, Logo, and Flags

All recipients must obtain permission from their DHS Financial Assistance Office, prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.



Standard Assurances For All Cal OES Federal Grant Programs

IMPORTANT

The purpose of the assurance is to obtain federal and state financial assistance, including any and all federal and state grants, loans, reimbursement, contracts, etc. The Applicant recognizes and agrees that state financial assistance will be extended based on the representations made in this assurance. This assurance is binding on the Applicant, its successors, transferees, assignees, etc. Failure to comply with any of the above assurances may result in suspension, termination, or reduction of grant funds.

All appropriate documentation, as outlined above, must be maintained on file by the Applicant and available for Cal OES or public scrutiny upon request. Failure to comply with these requirements may result in suspension of payments under the grant or termination of the grant or both and the subrecipient may be ineligible for award of any future grants if the Cal OES determines that any of the following has occurred: (1) the recipient has made false certification, or (2) violates the certification by failing to carry out the requirements as noted above.

All of the language contained within this document must be included in the award documents for all subawards at all tiers. All recipients are bound by the [Department of Homeland Security Standard Terms and Conditions 2018, Version 8.1](#), hereby incorporated by reference, which can be found at: <https://www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions>.

The undersigned represents that he/she is authorized to enter into this agreement for and on behalf of the Applicant.

Subrecipient: County of Los Angeles Sheriff's Department

Signature of Authorized Agent: 

Printed Name of Authorized Agent: Timothy K. Murakami

Title: Undersheriff Date: 12-4-19