

LOS ANGELES POLICE COMMISSION

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EXECUTIVE OFFICE
POLICE ADMINISTRATION BUILDING
100 WEST FIRST STREET, SUITE 134
LOS ANGELES, CA 90012-4112

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

July 21, 2021

BPC #21-125

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: GRANT APPLICATION AND AWARD FOR THE 2020 PROJECT SAFE
NEIGHBORHOODS VIOLENT GANG AND GUN CRIME REDUCTION PROGRAM

At the regular meeting of the Board of Police Commissioners held Tuesday, July 20, 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


MARIA SILVA
Commission Executive Assistant

Attachment

c: Chief of Police

INTRADEPARTMENTAL CORRESPONDENCE

DPG 2423
REVIEWED
7/13/21
DATE
RICHARD M. TEFARI
EXECUTIVE DIRECTOR

July 6, 2021
1.14

RECEIVED

JUL 13 2021

POLICE COMMISSION

TO: The Honorable Board of Police Commissioners

FROM: Chief of Police

SUBJECT: TRANSMITTAL OF THE GRANT APPLICATION AND AWARD FOR THE
2020 PROJECT SAFE NEIGHBORHOODS (PSN) VIOLENT GANG AND
GUN CRIME REDUCTION PROGRAM

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 award, 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 award of \$188,141 for the 2020 Project Safe Neighborhoods (PSN) Violent Gang and Crime Reduction Program, by and through The Children's Initiative with 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 grant agreement for the period of September 1, 2021 through September 1, 2023, subject to the review of the City Attorney as to form;
 - C. AUTHORIZE the Los Angeles Police Department (LAPD) to spend up to the total grant amount of \$188,141 in accordance with the grant award agreement;
 - D. AUTHORIZE the LAPD to submit grant reimbursement requests to the grantor and deposit the grant receipts in Fund No. 339, Department No. 70;
 - E. AUTHORIZE the Controller to set up a grant receivable and appropriate \$188,141 to appropriation account, account number to be determined, within Fund No. 339, Department No. 70, for the receipt and disbursement of PSN program funds;

- F. AUTHORIZE the Controller to increase appropriations as needed 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:

Account No. 001092	Overtime, Sworn	\$85,745
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- G. INSTRUCT the City Clerk to place on Council Calendar on July 1, 2022, 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 to be determined, to Fund No. 100, Department No. 70, account number and amount as follows:

Account No. 001092	Overtime, Sworn	\$85,745
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- G. AUTHORIZE the LAPD to prepare the Controller's instructions for any necessary technical adjustments, subject to the approval of the CAO, and instruct the Controller to implement the instructions.

DISCUSSION

The PSN Violent Gang and Gun Crime Reduction Program is administered by the U.S. Department of Justice, Bureau of Justice Assistance, through The Children's Initiative, the assigned fiscal agent for the United State's Attorney's Office, Central District of California for this funding. Focused program purpose areas and mandates for the subaward solicitation were limited to Intervention/Prevention/Outreach/Reentry and Law Enforcement. The LAPD applied under the Law Enforcement purpose area and was awarded \$188,141 to implement a problem-oriented policing approach to counteract the precipitous increase in violence that has occurred in Southeast Area. The LAPD will scan and analyze the problem, respond to the problem appropriately, and assess the success or limitations of the approach. Depending on the results of the analysis and input from the officers, community and businesses, the response phase may include the following strategies:

- Formation of a Violent Crime Task Force that focuses on gun crime and shooters
- Use of high visibility patrols in target areas including foot beats
- Collaboration and interaction with the Crime Gun Intelligence Center (CGIC) where investigators from LAPD's South Bureau and the Bureau of Alcohol, Tobacco, Firearms and Explosives work together to solve shootings linked through the National Integrated Ballistics Information Network
- Collaboration with LAPD's Community Safety Partnership that works with youth in housing developments through sports activities, school-based assistance, and mentoring.

The grant will fund \$171,490 for sworn overtime in Southeast Area for intervention and suppression strategies. Funding in the amount of \$16,651 for supplies and other costs is allocated for upgraded office equipment to allow for efficient handling of neighborhood and crime data reports, and for establishing a video conference room for use with community outreach events and neighborhood council meetings.

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

Respectfully,


MICHEL R. MOORE
Chief of Police

BOARD OF
POLICE COMMISSIONERS
Approved By *July 20, 2021*
Secretary *Maria Silva*

Attachments

INTRADEPARTMENTAL CORRESPONDENCE

June 10, 2021

1.14

TO: Chief of Police

FROM: Director, Office of Constitutional Policing and Policy

SUBJECT: TRANSMITTAL OF THE GRANT APPLICATION AND AWARD FOR THE 2020 PROJECT SAFE NEIGHBORHOODS (PSN) VIOLENT GANG AND GUN CRIME REDUCTION PROGRAM

Attached for your approval and signature is an intradepartmental correspondence to the Board of Police Commissioners requesting approval to transmit the attached grant application and award for 2020 Project Safe Neighborhoods (PSN) Violent Gang and Crime Reduction Program grant. The Los Angeles Police Department (LAPD) is requesting authorization to accept the \$188,141 award for the grant period of September 1, 2021 through September 1, 2023.

The LAPD applied under the Law Enforcement purpose area of the PSN grant to implement a problem-oriented policing approach to counteract the precipitous increase in violence that has occurred in Southeast Area. The grant will fund \$171,490 for sworn overtime in Southeast Area for intervention and suppression strategies. Funding in the amount of \$13,650 for supplies and other costs is allocated for upgraded office equipment to allow for efficient handling of neighborhood and crime data reports, and for establishing a video conference room for use with community outreach events and neighborhood council meetings.

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



LIZABETH RHODES, Director
Office of Constitutional Policing and Policy

Attachments

Subrecipient: Los Angeles Police Department
Subaward Number: PSN 20 - 037848012
Project: PSN 2020: Reducing Gun-related and Gang Crime in Los Angeles
FAIN: 2020-GP-BX-0080

**GRANT SUBAWARD LETTER (GRANT AGREEMENT)
SUMMARY OF GRANT SUBAWARD TERMS AND CONDITIONS**

Federal Award Identification	U.S. Department of Justice (US DOJ), Office of Justice Programs (OJP), Bureau of Justice Assistance (BJA)
Subrecipient	Los Angeles Police Department
Subrecipient's DUNS Number	037848012
Subaward Number	PSN 20 - 037848012
Federal Award Identification Number (FAIN)	2020-GP-BX-0080
Federal Award Date	10/1/2020 - 9/30/2023
Grant Program	2020 Project Safe Neighborhoods (PSN)
Federal Statutory Authority	This project is supported under <i>Fiscal Year 2020</i> (BJA – Project Safe Neighborhoods Award) 34 USC 60701-05.
Subaward Issuance Date (Start Date)	9/1/2021
Subaward Expiration Date (End Date)	9/1/2023
Subaward Funds Awarded to Subrecipient	\$188,141
Total Amount of the Federal Award (this is <u>not</u> the amount of this grant agreement)	\$918,919
Grant Authority/Fiscal Agent	The Children's Initiative 3625 Ruffin Road, Ste. 100 San Diego, CA 92123 (858) 581-5880 PSNGrantAdministrator@theci.org
Catalog of Federal Domestic Assistance (CFDA)	16.609 – Project Safe Neighborhoods
Is this Subaward for Research and Development?	No
Project Title	PSN 2020: Reducing Gun-related and Gang Crime in Los Angeles
Grant Purpose	Project Safe Neighborhoods is designed to foster safer neighborhoods through a sustained reduction in violent crime, including, but not limited to, addressing criminal gangs and felonious possession and use of firearms. The program's effectiveness depends upon the ongoing coordination, and partnerships of local, state, and federal law enforcement agencies – and the communities they serve – engaged in a unified approach led by the U.S. Attorney (USA) in all 94 districts.

Subrecipient: Los Angeles Police Department
Subaward Number: PSN 20 - 037848012
Project: PSN 2020: Reducing Gun-related and Gang Crime in Los Angeles
FAIN: 2020-GP-BX-0080

DRAFT

SUBAWARD AGREEMENT
Between
The Children's Initiative, Inc.
and
Los Angeles Police Department

The term of this Subaward agreement ("Agreement") shall commence on September 1, 2021, and continue through and including September 1, 2023, unless terminated earlier as provided herein. In no event shall the total approved grant amount exceed \$188,141 for all goods, labor, and services to be provided by the Subrecipient.

The Agreement is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the Federal source.

This Agreement for the federally funded Project Safe Neighborhoods by and between the Children's Initiative, Inc., a nonprofit 501(c)3 agency whose mission is to improve the well-being of children and youth in San Diego County existing under the laws of the State of California, located at 3625 Ruffin Road #100, San Diego, CA 92123, and Los Angeles Police Department, located at 100 W. 1st Street, Los Angeles, CA 90012, recites and provides as follows:

RECITALS

WHEREAS, the Los Angeles Police Department, DUNS: 037848012 submitted a proposal in response to the Office of the United States Attorney (USAO), Central District of California solicitation to fund projects that will enhance progress towards the reduction of gun violence and gang activity through intervention/prevention/outreach/reentry and law enforcement;

AND WHEREAS, the Children's Initiative is the fiscal agent of a grant for the project/program entitled Project Safe Neighborhoods (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) hereinafter referred to as the "OJP."

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

1 REQUIREMENTS

Subrecipient shall at all times perform its obligation hereunder in compliance with all applicable federal, state, and local laws, rules, regulations, Subaward policy terms, special conditions, and requirements contained in applicable OJP Grant policy statements imposed by program statutes and regulations, grant administration regulations as outlined in the Office of Management and Budget (OMB) Guidance for Grants and Agreements, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and the provisions of the Office of Justice Program's (OJP) DOJ Grants Financial Guide, including without limitation to the following exhibits:

1. Exhibit A, Statement of Work
2. Exhibit B, Approved Budget
3. Exhibit C, Special Conditions, Assurances
4. Exhibit D, Federal Agency Regulations, Uniform Guidance Citation, Authorizing Program Statute
5. Exhibit E, Insurance

In the event of a conflict or inconsistency between this Subaward and any Exhibit or attachment, such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority:

1. Exhibit D, Federal Agency Regulations, Uniform Guidance, Authorizing Program Statute
2. Exhibit C, Special Conditions
3. The provisions of the other sections of the main body of this Agreement
4. Exhibit B, Budget
5. Exhibit A, Statement of Work

Subrecipient agrees to adhere to the accounting principles and procedures required herein, use adequate internal controls, and maintain necessary source documentation for all costs incurred.

2 RELATIONSHIP OF PARTY

Subrecipient is an independent contractor with respect to all activities performed under this Agreement and agrees to accept full and exclusive liability for the payment of any contributions or taxes for social security, unemployment benefits, pensions, and annuities now or later imposed under any state or federal laws which are measured by the wages, salaries or other remuneration paid to persons employed by Subrecipient on activities performed under the terms of this Agreement.

3 ENTIRE AGREEMENT

This Agreement, together with all Sections attached hereto and other agreements expressly referred to herein, constitute the entire Agreement between the parties with respect to the subject matter contained herein. All prior or contemporaneous agreements, understandings, representatives, warranties, and statements, oral or written, including any proposals from Subrecipient and requests for proposal from the Children's Initiative, are superseded.

4 GOVERNING LAW

This Agreement, the relations, rights, and duties of the parties among themselves, and matters pertaining to them in this Agreement, shall be governed by and construed in accordance with the laws of the State of California.

5 COMPLIANCE WITH LAWS AND REGULATIONS

Subrecipient agrees to perform its obligation in compliance with all applicable federal, state, and local laws, rules, regulations, current and hereinafter enacted, including facility and professional licensing and/or certifications laws, and shall keep in effect any and all licenses, permits, notices, and certificates as are required. Subrecipient shall further comply with all laws applicable to wages and hours of employment, occupational safety, and to fire safety, health, and sanitation.

6 SIGNATURE AUTHORITY

The person identified on the signature page (Signature Authority) shall ensure that Subrecipient's duties under this Agreement are performed on behalf of the Subrecipient by qualified personnel; Subrecipient represents and warrants that:

- Subrecipient has fulfilled all applicable federal, state, and local laws, rules, regulations, Subaward policy terms, special conditions requirements to perform the services under this Agreement; and
- Subrecipient's Signature Authority has full authority to act for Subrecipient hereunder.

If there has been a change in the Signature Authority since the Subaward Application was submitted, or if the Subrecipient was notified that the proper contracting authority was not secured on the application at the time it was submitted, the Agreement must be signed by the current and correct Signature Authority. Change in Signature Authority must be documented in writing and submitted to the Children's Initiative within ten (10) days of the change.

7 PROJECT OFFICIAL

The Subrecipient shall notify the Children's Initiative, in writing, of any change to individuals the Children's Initiative has on record as the authorized Project Official. One signed copy of the Change in Project Official form (one form for each change), signed by either the Project Director or the Signature Authority, must be submitted to the Children's Initiative within ten (10) days following the change. The Signature Authority should sign the form when requesting a change for a new Project Official.

8 COMMENCEMENT OF STATEMENT OF WORK (PROJECT)

If a project is not operational within sixty (60) days of the approved Start Date, the Subrecipient must report, in writing, to the Children's Initiative: (1) the steps being taken to initiate the project; (2) the reasons for the delay; and (3) the projected Start Date.

Subrecipient: Los Angeles Police Department
Subaward Number: PSN 20 - 037848012
Project: PSN 2020: Reducing Gun-related and Gang Crime in Los Angeles
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9 STATEMENT OF WORK

Subrecipient shall perform the work described in the "Statement of Work" attached as Exhibit A to this Agreement, and by this reference incorporated herein. The Children's Initiative shall have no liability to compensate or reimburse Subrecipient for the delivery of any goods or the performance of any services that are not specifically set forth in the Agreement.

10 RISK ASSESSMENT

Subrecipient understands that the Children's Initiative has conducted a risk assessment and determined the Subrecipient's level of risk. The Children's Initiative will conduct risk assessments throughout the project period.

11 NOTICES AND REPRESENTATIVES

Each party shall identify an individual to be the principal representative of the designating party and shall provide this information to the other party. Notices to either party shall be in writing and personally delivered; sent by certified mail, postage prepaid, return receipt requested; or emailed to the Grant Administrator at the Children's Initiative. Any such notice shall be deemed received by the party (or such party's authorized representative) on the earliest date of personal delivery, three (3) days after deposit in the U.S. Mail, or upon sending of an email from which an acknowledgment receipt has been received other than an out of office, unavailable, or undeliverable reply.

12 MODIFICATION

A. Budget Modification

Subrecipient shall submit a request for a budget revision, in writing, to the Children's Initiative and must receive written approval from the Children's Initiative before deviating from the current Approved Budget (Exhibit B). The written request must be submitted at least thirty (30) days in advance of the requested change. The revision is not approved until the Subrecipient receives written confirmation from the Children's Initiative that the budget revision has been approved. Verbal approval is not sufficient. Depending on the scope of the change requested an Agreement Modification may be required. The Grant Administrator will make the determination in reviewing the budget revision and applying federal rules and will notify the Subrecipient if further action is needed.

A budget revision does not increase the amount of the total Approved Budget; it simply moves money from one Budget Category to another. (2 C.F.R. 200.308 Revision of budget and program plans).

B. Modification of Other Subaward Terms

If during the course of the project the Subrecipient finds it necessary to add, modify, or delete goals and/or objectives the Subrecipient shall notify the Children's Initiative, in writing, of its request to add, modify, or delete goals and or objectives. Any modification which could potentially change the overall

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scope of the Subrecipient's Statement of Work (Exhibit A) may not be approved by the Children's Initiative.

Any changes to the approved Agreement that will result in a modification to the Agreement must be received, in writing, ninety (90) days prior to the end of the Subaward period and completed sixty (60) days prior to the end of the Subaward period. Amendment requests received after the ninety (90) day deadline will be denied.

One signed copy of the Modification of Other Agreement Terms, signed by the Project Director, must be submitted, in writing, to the Children's Initiative to request approval of the changes. Verbal approval is not sufficient. If approved, the Children's Initiative will issue an Agreement Modification. An Agreement Modification must be executed (signed by the appropriate Subrecipient and other officials as appropriate). If denied, a copy with the Children's Initiative denial reason will be provided in writing for the Subrecipient's Subaward file.

The Subrecipient shall notify the Children's Initiative, in writing, of any disengagement from the project for more than three months, or a 25 percent reduction in time devoted to the project. (2 C.F.R. 200.308).

Special Conditions (Exhibit C) may be changed on a very limited basis as the majority of special conditions are mandated by terms of the Federal Award. Major deviations from the original goals and objectives (Exhibit A – Statement of Work) approved for this project and Special Conditions changes require the issuance of an Agreement Modification prior to becoming effective.

C. Reduced Need

In the event that funds will not be fully utilized by the Subrecipient based on a reduced need for the funds, the Subrecipient must notify the Children's Initiative, in writing, indicating the reasons for reducing the original Subaward. Upon approval, the Children's Initiative may issue an amendment to the Agreement indicating the revised Subaward amount.

13 ASSIGNMENT AND SUBCONTRACTING

Subrecipient shall not assign any interest or enter into any Subaward in connection with its obligations under this Agreement and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the Children's Initiative. The Subrecipient shall make no agreement with any party for furnishing any of the work or services herein contained without the prior written consent of the Children's Initiative.

14 SEVERABILITY

If any term, provision, covenant, or condition of this Agreement is held to be invalid, void, or otherwise unenforceable, to any extent, by any court of competent jurisdiction, the remainder of this Agreement

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shall not be affected thereby, and each term, provision, covenant or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

15 RESPONSIBILITY OF SUBRECIPIENT

Subrecipient agrees to furnish the necessary resources, services, and otherwise to do all things necessary for the performance of the work described in Statement of Work, which is incorporated into the Agreement as Exhibit A, along with the Budget required for that performance, which is incorporated into the Agreement as Exhibit B. Subrecipients shall provide reports by the dates specified by the Children's Initiative in compliance with the reporting requirements.

16 CONFLICTS OF INTERESTS

Subrecipient shall not engage in any business or activities or maintain any relationships that conflict in any way with the full performance of the obligations of Subrecipient under this Agreement. Subrecipient acknowledges that, with respect to this Agreement, even the appearance of a conflict of interest shall be harmful to the Children's Initiative's interests. Subrecipient shall refrain from any practices, activities, or relationships that reasonably appear to be in conflict with the full performance of Subrecipient's obligations under this Agreement. If a conflict or the appearance of a conflict has arisen, Subrecipient shall submit within ten (10) days, in writing, to the Children's Initiative a disclosure statement setting forth the relevant details of a conflict or appearance of conflict in accordance with applicable Federal awarding agency policy (2 C.F.R. 200.112 and 2 C.F.R. 200.318 (c) (1) (2)).

Subrecipient further covenants that no referrals of clients through Subrecipient's intake or referral process shall be made to the private practice of any person(s) employed by Subrecipient.

Subrecipient shall inform the Children's Initiative, in writing, of all the Subrecipient's interests, if any, which are or which the Subrecipient believes to be incompatible with any interests of the Children's Initiative.

The Children's Initiative reserves the right to terminate any Agreement on the grounds of actual or apparent conflict of interest. Any attempt to intentionally or unintentionally conceal or obfuscate a conflict of interest will automatically result in the termination of the Agreement.

Subrecipient shall not, under circumstances that might reasonably be interpreted as an attempt to influence the subrecipient in the conduct of his duties, accept any gratuity or special favor from individuals or organizations with whom the Subrecipient is doing business or proposing to do business, in accomplishing the work under the Agreement.

17 FINANCIAL AND ADMINISTRATIVE MANAGEMENT

Subrecipient agrees to establish and maintain adequate accounting and financial management systems and such records as necessary to accurately account for funds awarded. (§§200.300 – 200.309 Standards for Financial and Program Management). The systems must be designed with an adequate method of internal controls to safeguard the Subaward funds and is able to record and report on the receipt,

Subrecipient: Los Angeles Police Department
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obligation, and expenditure of the Subaward funds. Subrecipient agrees that the system must provide cost and property controls to ensure optimal use of Subaward funds, conformance with management policies, and any general or Special Conditions of the Subaward (Exhibit C).

The Subrecipient shall keep detailed accounting records and documentation to track the following information: (1) Federal funds awarded; (2) Federal funds drawn down; (3) matching funds of the state, local and private organizations, when applicable; (4) program income; (5) Subawards (amount, purpose, award conditions, and current status); (6) contracts expensed against the Subaward; and (7) expenditures. (Subpart D of 2 C.F.R. Part 200), including 2 C.F.R.200.302).

Subrecipient agrees to maintain an accounting system to ensure that agency funds are not commingled with funds from other Federal or private agencies. Subrecipient understands: (1) the accounting system shall account for each award separately; (2) is prohibited from commingling funds on either a program-by-program or project-by-project basis; and (3) funds specifically budgeted and/or received for one project may not be used to support another. If Subrecipient's accounting system cannot comply with this requirement, the Subrecipient shall establish a system to adequately track funds according to each budget category.

Subrecipient assures that fund accounting, auditing, monitoring, evaluation procedures and such records as necessary will be maintained to assure adequate internal fiscal controls, proper financial management, efficient disbursement of funds received, and maintenance of required source documentation for all costs incurred. These principles must be applied for all costs incurred whether charged on a direct or indirect basis. (2 C.F.R. 200.303)

18 SUPPLANTING

In no event shall Subrecipient or its officers, employees, agents, subcontractors, or assignees supplant state, county, local, or other governmental General Fund money with Federal funds for any purpose. Federal funds must be used to supplement existing funds for program activities and not replace those funds, which have been appropriated for the same purpose. Potential supplanting will be the subject of application review, as well as pre-award review, post-award monitoring, and audit. If there is a potential presence of supplanting, the Subrecipient will be required to supply documentation demonstrating that the reduction in non-Federal resources occurred for reasons other than the receipt or expected receipt of Federal funds.

Subrecipient agrees that Subaward funds may not be used for other than the awarded purpose. In the event, Subrecipient expenditures do not comply with this condition that portion not in compliance will not be reimbursed to the Subrecipient and any advanced funds must be refunded to the Children's Initiative for reimbursement to OJP.

19 SUBRECIPIENT'S AGENTS AND EMPLOYEES OR SUBCONTRACTORS

Subrecipient shall obtain, at Subrecipient's expense, all agents, employees, and subcontractors required to perform its duties under the Agreement and all such services shall be performed by the Subrecipient's Signature Authority, or under the Signature Authority's supervision, by persons authorized by law to

Subrecipient: Los Angeles Police Department
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perform such services. Retention by Subrecipient of any agent, employee, or subcontractor shall be at the Subrecipient's sole cost and expense, and the Children's Initiative shall have no obligation to pay Subrecipient's agents, employees, or subcontractors; to support any such person's or entity's claims against the Subrecipient; or to defend Subrecipient against any such claim.

In the event any subcontract is utilized by Subrecipient for any portion of the project, Subrecipient retains the prime responsibility for carrying out all the terms of the Agreement, including the responsibility for ensuring the availability and retention of records of the subcontractor in accordance with the Agreement.

The Subrecipient will act solely in its independent capacity and not as an employee of the Children's Initiative. The Subrecipient shall not be deemed or construed to be an employee of the Children's Initiative for any purpose.

20 SUBAWARDS

Unless otherwise provided for in the Scope of Work (Exhibit A), Subrecipient shall not enter into any Subaward, transferring or contracting out of any work under this Agreement, without the prior, written approval of the Children's Initiative, with the exception of the acquisition of supplies, material, equipment, or general support services included in the Approved Budget (Exhibit B). (2 C.F.R. 200.308) All Subawards, transferring or contracting out of any work under this Agreement shall comply with all applicable federal and state laws and regulations and shall be subject to all provisions of the Agreement, including Special Conditions and Assurances.

21 PROCUREMENT

Subrecipient assures that open, competitive procurement procedures will be followed for all purchases under this Agreement in accordance with 2 C.F.R. 200.317 through 200.327.

The Subrecipient shall maintain records sufficient to detail the history of procurement. These records will include but are not limited to the following: (1) rationale for the method of procurement; (2) selection of contract type; (3) contractor selection or rejection; and (4) the basis for the contract price.

The procurement of goods and/or services is distinctly different from a Subaward. The procurement transaction includes the purchase of property or services needed to carry out the project or program under a Federal or State Grant Award.

Subrecipient may not assign its rights or duties under this Agreement without the prior written consent of the Children's Initiative.

22 TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

If included in the Subrecipient's approved budget, costs incurred for telecommunications and video surveillance services or equipment such as phones, internet, video surveillance, cloud services are allowable (2 C.F.R. 200.471) except for the following circumstances:

Obligating or expending covered telecommunications and video surveillance services or equipment or services as described in 2 C.F.R. 200.216 to: (1) procure or obtain; (2) extend or renew a contract to procure or obtain; or (3) enter into a contract (or extend or renew a contract) to procure or obtain equipment, services or systems that use(s) covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system (2 C.F.R. 200.216, Public Law 115-232, section 889).

23 PERSONAL PROPERTY

The Subrecipient shall account for any real and personal property acquired with Federal funds or received from the Federal government in accordance with Property Standards pursuant to 2 C.F.R. 200.310 through 200.316 and 200.330.

24 REMEDIES FOR NONCOMPLIANCE

If Subrecipient has failed to comply with Federal statutes, regulations, or the terms and conditions of this Agreement the Children's Initiative may impose additional specific Subaward conditions as needed, in accordance with paragraphs (b) and (c) of 2 C.F.R. 200.208 (Specific Conditions) under the following circumstances: (1) based on the criteria set forth in 2 C.F.R. 200.206 review of risk posed by applicants; (2) when the Subrecipient has a history of failure to comply with the general or specific terms and conditions of the Subaward; (3) when the Subrecipient fails to meet expected performance goals as described in 2 C.F.R. 200.211; (4) when Subrecipient is not otherwise responsible.

The Children's Initiative shall provide the Subrecipient written notice on all instances of noncompliance with the terms of this Agreement by the Subrecipient or any of its subcontractors. The notice shall include: (1) the nature of the additional requirements; (2) the reason why the additional requirements are being imposed; (3) the nature of the action needed to remove the additional requirement, if applicable; (4) the time allowed for completing the actions if applicable, and (5) the method for requesting reconsideration of the additional requirements imposed. The Subrecipient shall provide the Children's Initiative with a written plan to correct the noncompliance.

The Children's Initiative shall remove any specific condition once the condition(s) that prompted them have been removed.

Additional Subaward conditions may include the following items:

1. Requiring payments as reimbursements rather than advance payments;
2. Withholding authority to proceed to the next phase until receipt of evidence of acceptable performance within a given period of performance;

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3. Requiring additional, more detailed financial reports;
4. Requiring additional project monitoring;
5. Requiring the Subrecipient to obtain technical or management assistance; or
6. Establishing additional prior approvals.

If the Children's Initiative determines that non-compliance cannot be remedied by imposing additional conditions, the Children's Initiative may take one or more of the following actions: (1) withholding of funds; (2) disallowance of all or part of the costs of the activity or action not in compliance; (3) imposition of additional reporting and auditing requirements, budget reduction, modification of timelines, monitoring of Subrecipient or Sub-contractors; (4) wholly or partially suspend or terminate the Agreement; (5) recommendation to DOJ to initiate suspension or debarment from future funding opportunities; (6) designation as high-risk under the DOJ high-risk policy; and (7) any other legal remedies the Children's Initiative may deem appropriate and necessary. (2 C.F.R. 200.339).

25 TERMINATION

The Children's Initiative shall have the right to terminate this Agreement, in whole or in part, if the Subrecipient: (1) fails to comply with the terms and conditions of the Subaward; (2) if a subaward no longer effectuates the program goals or agency priorities; (3) with the consent of the Subrecipient, in which case the Children's Initiative and the Subrecipient shall agree upon the termination conditions, including the effective date and, in case of partial termination, the portion to be terminated; (4) upon the Subrecipient sending the Children's Initiative written notification setting forth the reasons for such termination, the effective date, and, in case of partial termination, the portion to be terminated. However, if the Children's Initiative determines in the case of partial termination that the reduced or modified portion of the Subaward will not accomplish the purpose for which the Subaward was made, the Children's Initiative may terminate the Subaward in its entirety. (2 C.F.R. 200.340).

Prior to termination, the Children's Initiative will send Subrecipient written notice specifying the cause. The notice will give Subrecipient ten (10) days from the date notice is issued to cure the default or make progress satisfactory to the Children's Initiative in curing the default, unless a different time is given in the notice. If the Children's Initiative determines that the default contributes to the curtailment of an essential service or poses an immediate threat to life, health, or property, the Children's Initiative may terminate this Agreement immediately upon issuing an oral or written notice to the Subrecipient without any prior notice or opportunity to cure.

If the Agreement is terminated for failure to comply with the statutes, regulations, or terms and conditions of the Agreement, the Children's Initiative shall notify the Subrecipient of the following: (1) that the termination decision will be reported to the OMB-designated integrity and performance system through SAM; (2) the information will be available in the OMB-designated integrity and performance system for a period of five years from the date of the termination, then archived; (3) a federal awarding agency may consider the information in evaluating further applications received from the Subrecipient; (4) the Subrecipient may comment on any information the OMB-designated integrity and performance system contains on the Subrecipient for future consideration; and (5) that federal awarding agencies will consider Subrecipient's comments when determining whether a Subrecipient is qualified for a future Federal award (2 C.F.R. 200.341).

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If the Agreement is terminated or partially terminated, the Subrecipient shall remain responsible for compliance with the requirements in 2 C.F.R. 200.344 (Closeout) and 2 C.F.R. 200.345 (Post-closeout adjustments and continuing responsibilities).

If Subaward funds are not appropriated, or otherwise become unavailable to fund this Subaward, the Children's Initiative may immediately terminate the Subaward in whole or in part without further liability.

In the event of termination under this Section, all finished or unfinished documents and other materials prepared by Subrecipient under this Agreement shall become the sole and exclusive property of the Children's Initiative.

A. Effect of Suspension and Termination

Costs to Subrecipient resulting from obligations incurred by the Subrecipient during a suspension or after the termination of this Agreement are not allowable unless the Children's Initiative expressly authorizes them in the notice of suspension or termination or subsequently. However, costs during suspension or after termination are allowable if:

- The costs result from obligations which were properly incurred by the Subrecipient before the effective date of suspension or termination, are not in anticipation of it; and
- The costs would be allowable if the Agreement were not suspended or expired normally at the end of the period of performance in which the termination takes effect. (2 C.F.R. 200.343).

After a receipt of termination, Subrecipient shall submit to the Children's Initiative, an invoice for expenses incurred until the effective date of termination. Such a claim and invoice shall be submitted promptly. The Children's Initiative will not accept any such invoice submitted later than sixty (60) days from the effective date of termination. Upon the failure of Subrecipient to submit the invoice within the time allowed, the Children's Initiative may determine, based on information available to the Children's Initiative, the amount, if any, due to Subrecipient with respect to the termination, and such determination shall be final. After such determination is made, the Children's Initiative shall pay the Subrecipient the amount so determined as full and complete satisfaction of all amounts due to the Subrecipient under the Agreement.

B. Exemption from Liability

In the event, there is a reduction of funds made available by the Children's Initiative to Subrecipient under this Agreement or subsequent agreements, the Children's Initiative and its officers, directors, and employees shall incur no liability to Subrecipient and shall be held harmless from any and all claims, demands, losses, damages, or liabilities arising directly or from such action.

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C. Remedies Not Exclusive

The rights and remedies of the Children's Initiative provided in this Agreement shall not be exclusive and are in addition to any other rights and remedies provided by law or under resulting order.

26 DISPUTE RESOLUTION

Except as otherwise required by OJP or federal regulations related to the Subaward, this Agreement shall be governed by and construed in accordance with the laws of the local jurisdiction as applied to agreements made between residents of California for performance entirely within California. Disputes concerning the performance of this Agreement that cannot be resolved by the designated party representatives shall be adjudicated by the appropriate federal and state courts residing in San Diego County, California, who shall have jurisdiction over any claim brought under this Agreement, and the parties hereby consent to the jurisdiction of such courts.

27 DEBARMENT OR SUSPENSION

The Subrecipient certifies that neither it nor its principles, its employees, and its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from the nonprocurement portion of the General Services Administration's "Lists of Parties Excluded from Federal Procurement or Nonprocurement Programs: in accordance with Executive Orders 12549 and 12689, "Debarment and Suspension" (2 C.F.R. Part 180). The provision shall be required of every Subrecipient receiving any payment in whole or in part from federal funds.

Subrecipient acknowledges that Federal agencies shall not award assistance to applicants that are debarred or suspended, or otherwise excluded from or are ineligible for participation in Federal assistance programs under Executive Order 12549. Subrecipient agrees to notify the Children's Initiative immediately, in writing, should it become debarred or suspended and will not pay or otherwise provide funds to a person or entity that is debarred or suspended.

Debarment is a breach of this Agreement, and the Children's Initiative shall have the right to terminate the Agreement.

28 MAINTENANCE OF RECORDS

Subrecipient agrees to maintain and separately identify all records for each Federal fiscal period so that information is readily available and located. Records should be adequately protected against fire or other damage and whenever practicable, the information should be collected, transmitted, and stored in open and machine-readable formats rather than in closed formats or on paper.

29 ACCESS TO RECORDS

The Children's Initiative, BJA, the DOJ Office of Inspector General, Comptroller General of the United States, or any of their authorized representatives has the right to access any documents, papers, or other records of Subrecipient, which are pertinent to the Subaward, in order to make audits,

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examinations, excerpts, and transcripts (2 C.F.R. 200.337). The right also includes timely and reasonable access to the Subrecipient's personnel for the purpose of interview and discussion related to such documents.

The right of access is not limited to the required Retention Period; it will last as long as the records are retained. See the Retention of Records section for more details.

30 AUDIT

Subrecipients of Federal funds are required to permit access to their records and financial statements as necessary to comply with 2 C.F.R. 200 Subpart F – Audit Requirements.

Subrecipients who expend \$750,000 or more in Federal funds (from all sources including pass-through awards) in your organization's fiscal year (12-month turnaround reporting period), are required to arrange for a single organization-wide audit conducted in accordance with the provisions of 2 C.F.R. 200 Subpart F – Audit Requirements (§200.500 et seq.). Failure to comply may result in consequences such as the withholding of reimbursement requests, disqualification of future funding, and/or termination of this Agreement. (Title 2 C.F.R. Subpart F).

Subrecipients who expend less than \$750,000 annually in Federal funds (from all sources including pass-through subawards) in your organization's fiscal year (12-month turnaround reporting period) are exempt from audit requirement for that year. Records must be available for review or audit by appropriate officials including the Children's Initiative, OJP, and General Accounting Office. (2 C.F.R. 200.501 (d)).

The Subrecipient agrees to provide the Children's Initiative a copy of letters of engagement, audit reports, and management letters within ten (10) days of receipt and acceptance by the organization's governing authority. This includes a copy of any corrective action resulting from discrepancies identified by the audit.

A. REPORT/AUDIT COSTS

The Subrecipient accepts responsibility for the costs of a financial program audit to be performed by the Children's Initiative in the event that the audit report or financial review:

- does not meet the applicable federal audit or DOJ standards;
- is not submitted in a timely manner;
- does not provide an audit response plan with corresponding corrections made sufficient to satisfy any audit findings.

The Subrecipient is responsible for designating officials responsible for the following:

- Following up on audit recommendations.
- Maintaining a record of the corrective action taken on recommendation(s), including time schedules for completing corrective action (as stated in a Corrective Action Plan (CAP)).

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- Responding to the CAP letter within thirty (30) days of receipt of the letter.
- Implementing audit recommendations.

The Subrecipient shall promptly notify the Children's Initiative, in writing, of any changes to the designated official responsible for the information above.

In cases of continued inability or unwillingness on the part of the Subrecipient to conduct or supply a requested Audit, the Children's Initiative reserves the right to impose any sanctions, as described in Title 2 C.F.R. Subpart F § 200.500 et seq. and Remedies of noncompliance §200.339, upon the Subrecipient until such time as a requested Audit is received by the Children's Initiative.

B. AUDIT FINDINGS AND FAILURE TO COMPLY

The Children's Initiative may withhold Subaward funds or may impose other related requirements, as determined by the Children's Initiative if the Subrecipient does not satisfactorily and promptly address outstanding issues from Audits required by Part 200 Uniform Requirements, by the terms of this Subaward, by the current edition of the DOJ Grants Financial Guide, or other outstanding issues that arise in connection with audits, investigations, monitoring or reviews.

31 PROGRAM INCOME

Subrecipients are required to account for program income generated by the activities of the Agreement and shall report receipts and expenditures of this income on a Program Income/Federal Forfeiture form as stated within the Certified Assurances (Exhibit C). All Program Income shall be expended during the life of the Subaward agreement to further program objectives or may be refunded to the Federal government. (2 C.F.R. 200.80, 2 C.F.R. 200.307). The Subrecipient agrees that program income shall be used in accordance with 2 C.F.R. 200.307 (e)(1), which provides program income shall be deducted from total allowable costs to determine the net allowable costs.

32 REIMBURSEMENT

This Subaward Agreement uses the cost reimbursement method of payment. The Subrecipient shall submit invoices for allowable expenses to the Children's Initiative by the 5th of each month and are payable within 30 days upon receipt of the invoice. If the 5th does not fall on a business day, the invoice(s) is due the following business day. Pending any adjustments by the Children's Initiative, each invoice approved and paid shall constitute full and complete compensation to Subrecipient for the invoice.

Invoices will state the period for which reimbursement is being requested and will itemize the cost by budget category per the budget summary (see Exhibit B). All deliverables and reports defined in Exhibit A: Statement of Work and Exhibit B: Budget are to be submitted to the Children's Initiative for the compensation defined herein. Subrecipient shall not be entitled to receive any additional or separate compensation from the Children's Initiative in connection with the project without the prior written approval of the Children's Initiative, followed by an amendment submitted to the Children's Initiative.

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The Children's Initiative will not advance payments to the Subrecipient. (2 C.F.R. 200.305).

Appropriate source documentation must support all expenditures. Only actual, approved, allowable expenditures will be permitted.

The Children's Initiative will only reimburse Subrecipient for administrative cost/services under their indirect cost allocation. If the Subrecipient bills for administrative costs under direct costs, the Grant Administrator will contact the Subrecipient to discuss the cost allocation. The Subrecipient will be required to revise their budget to bill for administrative services under their indirect cost allocation for reimbursement.

Submittal of invoices more than two (2) months in arrears may result in further action, which may include termination of the Agreement.

The Children's Initiative may elect not to make a payment if any of the following exists:

- Subrecipient, with or without knowledge, made any misrepresentation of substantial and material nature with respect to any information furnished to the Children's Initiative.
- Subrecipient took any action pertaining to this Agreement, which required approval by the Children's Initiative, without having first received said approval.
- Subrecipient was in default under any terms and conditions of this Agreement.
- Subrecipient implemented a schedule of fees to be charged to clients or third-party client representatives without the Children's Initiative's prior written approval.

The Children's Initiative's obligation for payment of any Agreement beyond the current fiscal year is contingent upon the availability of funding from which payment can be made. No legal liability on the part of the Children's Initiative shall arise for payment before the Subaward Issuance Date or after the Subaward Expiration Date; provided, however, that work performed, and expenses incurred by Subrecipient before the Subaward Issuance Date that are chargeable to an active Federal Award may be submitted for reimbursement as permitted by the terms of the Subaward.

Requested funds must reconcile to reported expenditures on the Financial Reports.

A lapse in federal funding due to a federal government shutdown, may cause disruption to, or may result in the cessation of, grant administration activities depending on the following factors:

- The timing and duration of the federal government shutdown; and
- The choices made by federal, state, and local officials in anticipation of, or during, a shutdown regarding grant program administration.

In the event of termination of this Agreement, Subrecipient shall be entitled to retain all sums paid as of the effective date of such termination, subject to any payment offset to which the Children's Initiative may be entitled to damages, or otherwise, under the terms of this Agreement. In no event shall Subrecipient be entitled to any loss of profits on the portion of this Agreement so terminated, or to

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other compensation benefits, reimbursements, or ancillary services other than as herein expressly provided.

Subrecipient must comply with all applicable laws, regulations, policies, and official DOJ guidance governing the use of federal funds for expenses related to conferences, including the provision of food and/or beverages at such conferences, and costs of attendance at such conference. See DOJ Financial Guide and 2 C.F.R. 200.475 for additional information on travel requirements.

33 RETENTION OF RECORDS

Subrecipient shall make, keep, and maintain all financial records, supporting documents, statistical records, communications, notes, and other written materials, electronic media files, and communications, pertaining in any manner to this Agreement for a period of three (3) years following the date of submission of the final expenditure report unless a different retention period applies. The Subrecipient shall provide access to records, including performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated in 2 C.F.R. 200.334.

In the event any litigation, claim, audit, or other action involving the records is started before the expiration of the 3-year period, the Subrecipient must maintain the records until all litigation, claims, or audit findings involving the records have been resolved and final action is taken. (2 C.F.R. 200.334).

Subrecipient shall comply with additional exceptions to the three year rule as follows: (1) Records for real property and equipment acquired with Federal funds must be retained for three years after the final disposition; (2) When records are transferred to or maintained by the DOJ grant-making component or the Children's Initiative, the three year retention period requirement is not applicable to the Subrecipient; (3) when notified by BJA, cognizant agency for audit, cognizant agency for indirect costs, or the Children's Initiative to extend the retention period; (4) when required for program income earned after the period of performance, the retention period starts from the end of the subrecipient's fiscal year in which the program income is earned; (5) indirect cost proposals submitted for negotiation must be retained for three years from the date of submission; and (6) indirect cost proposals not required to be submitted for negotiation must be maintained for three years from the end of the fiscal year covered by the proposal. (2 C.F.R. 200.334).

34 MONITORING

The Children's Initiative shall monitor the performance of the Subrecipient for compliance with the required goals, objectives, and performance standards, pursuant to all applicable federal, state, and local laws, rules, regulations, guidelines, and procedures. Subrecipient agrees to provide the Children's Initiative all documentation necessary for the Children's Initiative to complete its monitoring tasks. Subrecipient agrees that the Children's Initiative and Federal representatives shall have the right to monitor, assess, and/or evaluate Subrecipient's program activities and performance under this Agreement to ensure compliance with program requirements and identify any failures in administration and/or performance of the Subaward. The requests related to such monitoring may include on-site

visits, follow-up, document and/or desk reviews, third-party evaluations, virtual monitoring, technical assistance, and informal monitoring such as email and telephone interviews.

Monitoring, assessments, and/or evaluations include, but are not limited to, audits; an inspection of premises, including on-site visits; reports; financial and programmatic records, including time and effort reporting, travel, timesheets, invoices, contracts, and ledgers; observation of operations; review of detailed financial and program data; and interviews of project staff and participants. (§§200.328 Financial reporting and 200.329 Monitoring and reporting program performance).

During monitoring, staff may require access to and review of all records to:

- Verify financial transactions and determine whether funds were used in accordance with applicable laws, regulations, and procedures;
- Ascertain whether policies, plans and procedures are being followed;
- Provide management with objective and systematic appraisals of financial and administrative controls, including information as to whether operations are conducted effectively, efficiently, and economically; and
- Determine the reliability of the financial aspects of the conduct of the project.

The right of access is not limited to the required Retention Period; it will last as long as the records are retained. The Children's Initiative shall have the right, in its sole discretion, to change its monitoring procedures and requirements at any time during the term of this Agreement. The Children's Initiative shall monitor the Subrecipient's performance in a manner that does not unduly interfere with Subrecipient's performance of the work. If Subrecipient enters into a Subaward, then the Subaward entered into by Subrecipient shall contain provisions permitting the Children's Initiative and Federal Awarding Agency to perform all monitoring of that Subaward in accordance with the Federal Uniform Guidance.

The Children's Initiative will engage in a formal written process to notify the Subrecipient of corrective actions needed on the Agreement. The Children's Initiative will provide reasonable Technical Assistance as needed; however, Subrecipient's failure to comply with and/or correct monitoring findings shall constitute non-compliance and may be a breach of this Agreement and may result in actions that affect the Subrecipient's Subaward, including, but not limited to: (1) withholding and/or other restrictions on the Subrecipient's access to Subaward funds; (2) referral to the DOJ for audit review; (3) designation of the Subrecipient as a DOJ High-Risk grantee; or (4) termination of the Subaward.

35 REPORTING

By accepting the Subaward, the Subrecipient agrees to submit the applicable reports by the dates specified by the Children's Initiative. Such reports shall be in accordance with procedures developed and prescribed by the Children's Initiative, DOJ Grant Financial Guide, and the Office of Budget Management. (2 C.F.R. §§ 200.328 – 200.330). Subrecipient agrees to immediately report, in writing, deviations from budget or project scope or objective to the Children's Initiative. A pattern of delinquent reports may result in withholding of payment, high-risk designation, termination of the Agreement, and may jeopardize future funding considerations.

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Subrecipient shall submit all financial, performance, and other reports to the Children's Initiative no later than the end of the closeout (Closeout 2 C.F.R. 200.344), containing an evaluation and review of Subrecipient's performance and the final status of Subrecipient's obligations hereunder.

All forms and correspondence to the Children's Initiative regarding the Subaward must contain the Federal Grant Number assigned by OJP and listed on the Agreement.

Late reports submitted (after the grace period) to the Children's Initiative will automatically result in a withholding of funds placed on the Subaward which will be removed once the Progress and Financial Status Reports are submitted.

<u>Reporting Period</u>	<u>Due Date</u>	<u>Delinquent After</u>
January 1 – March 31	April 15	April 30
April 1 – June 30	July 15	July 30
July 1 – September 30	October 15	October 30
October 1 – December 31	January 15	January 30

A. Financial Reporting

Subrecipient shall report quarterly (4) Financial Status Reports (FSR) per year on their financial activity to the Children's Initiative by the due date.

Subrecipients shall submit the Final Fiscal Report within ninety (90) days (see Closeout) after the applicable ending or termination date unless otherwise specified. Subrecipient shall submit to the Children's Initiative all deliverables (including documentation) as defined in the Subaward Letter and Subrecipient's final reimbursement request or invoice. The final report of expenditures must have no unliquidated obligations. The Children's Initiative shall withhold remaining funds until all documentation has been submitted and accepted by the Children's Initiative as substantially complete.

B. Real Property Reporting

Subrecipient shall submit reports at least annually on the status of any real property obtained by this Agreement in which the Federal Government retains an interest unless the Federal interest in the real property extends 15 years or longer. (2 C.F.R. 200.330).

C. Revisions

The Children's Initiative reserves the right to request revisions and additional information for all reports throughout the term of the Agreement. Once the Grant Administrator reviews the reports, the Subrecipient may be required to submit supporting documentation to substantiate Subrecipient's reported expenditures and basic service level estimate of work completed.

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D. Performance and Final Status

Subrecipient shall submit all financial, performance, and other reports to the Children's Initiative no later than the end of the closeout, containing an evaluation and review of Subrecipient's performance and the final status of Subrecipient's obligations hereunder.

If Subrecipient makes second tier subawards, the Subrecipient must review and maintain financial and performance reports from second tier Subrecipient(s). All Subrecipients that make subawards must comply with 2 C.F.R. §§200.328 - 200.330 Monitoring and Reporting Program Performance, and 2 C.F.R. §§200.331 – 200.333 Requirements for Pass-Through Entities.

36 CRITICAL INCIDENTS

Subrecipient shall have written plans or protocols and provide employee training for handling critical incidents involving instances of violence or threat of violence directed towards staff or clients, breach of confidentiality, fraud, unethical conduct, or instances of staff or client drug and/or alcohol use. Subrecipient shall report all such incidents to the Children's Initiative within one (1) workday of their occurrence.

37 VIOLATIONS OF FEDERAL LAW

Subrecipient shall disclose, in a timely manner, in writing to the Children's Initiative, all violations of Federal or state criminal law including the False Claims Act involving fraud, bribery, or gratuity violations potentially affecting the Federal award. The Children's Initiative may impose remedies for noncompliance allowed under 2 C.F.R. 200.339 and 31 U.S.C. 3321, which may include, without limitation, suspension, and debarment.

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

Subrecipient agrees it shall promptly refer to the Children's Initiative and 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 Subaward (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. Failure to make required disclosures can result in any of the remedies described in this Section (2 C.F.R. 200.339 et seq. Remedies for noncompliance).

Office of Inspector General Fraud Hotline

Potential fraud, waste, abuse or misconduct involving or relating to funds under this Agreement should be reported to the OIG by (1) online submission accessible via the OIG website at

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<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 Investigation Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional reporting information may be found on the DOJ OIG website at <https://oig.justice.gov/hotline>

38 CLOSEOUT

All Subrecipients shall closeout this Agreement within ninety (90) days after the Subaward Expiration Date. To complete closeout, Subrecipient shall submit to the Children's Initiative all deliverables – Final Performance Report and Fiscal (financial) Report of actual total expenditures (including documentation) as defined in this Agreement and Subrecipient's final reimbursement request or invoice.

Unless the Children's Initiative authorizes an extension, the Subrecipient must liquidate all obligations incurred under the Agreement not later than ninety (90) calendar days after the end of the period of performance.

Expenditures made within the approved project period in conjunction with the Final Financial Report must be submitted prior to the end of the liquidation period, ninety (90) days after the end of the project. Expenditures incurred during the applicable period but reported later than the Final Report date will not be recognized, allowed, or reimbursed under the Agreement without documentation to demonstrate that the obligation was incurred before the applicable expiration or termination date of the Subaward. Failure to request final payment within this period will cause delays and result in additional administrative paperwork.

The Children's Initiative will withhold remaining funds until all final documentation has been submitted and accepted by the Children's Initiative as substantially complete. If the Subrecipient does not submit all required reports to the Children's Initiative within ninety (90) days of the project end date, the Children's Initiative will begin the closeout process.

Subrecipient agrees the closeout of the Subaward does not affect: (1) the Children's Initiative's right to disallow costs and recover funds on the basis of a later audit or other review; (2) Subrecipient's obligation to return any funds due as a result of later refunds, corrections, or other transactions including the final indirect cost rate adjustments; (3) audit requirements; (4) property and disposition requirements; and (5) retention of records. (2 C.F.R. 200.344, 200.345, 200.346).

A. Equipment

Disposition of any equipment purchased with PSN funds must comply with all applicable federal and state regulations, guidelines, and laws (2 C.F.R 200.313, DOJ Grants Financial Guide 3.7 Property Standards).

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B. Refund of Any Balances

Subrecipients must refund any balances of unobligated cash paid that is not authorized to be retained by the Subrecipient within ninety (90) days after the demand for payment. Any funds paid to the Subrecipient that exceeds the amount to which the Subrecipient is determined to be entitled under the Agreement constitutes a debt to the Federal Government. (2 C.F.R. 200.344(d), 200.345, 200.346).

If the Subrecipient becomes aware of a duplicate financing or invoice payment or that the Children's Initiative has otherwise overpaid on a financing or invoice payment, Subrecipient shall immediately notify the Children's Initiative and request instructions for disposition of the overpayment.

If the Subrecipient receives payment from the Children's Initiative for a service, for which reimbursement is later disallowed, the Subrecipient shall promptly refund the disallowed amount to the Children's Initiative upon request, or the Children's Initiative may offset the amount disallowed from any payment due to or to become due to Subrecipient under this Agreement.

The Children's Initiative reserves the right to recover such excess funds by any other appropriate legal means.

39 CONFIDENTIALITY OF REPORTS AND RECORDS

A. Confidentiality

The Children's Initiative and Subrecipient agree to maintain the confidentiality of and take industry-appropriate and legally required measures to prevent the unlawful disclosure of any information that is legally required to be kept confidential. Any confidential or personally identifiable information (PII) acquired by Subrecipient during the course of the Subaward shall not be disclosed by Subrecipient to any person, firm, corporation, association, or other entity for any reason or purpose whatsoever either during the term of the Agreement or in the event of termination of the Agreement for any reasons whatsoever. Subrecipient agrees to abide by applicable federal regulations regarding confidential information and research standards, as appropriate, for federally supported projects.

Subrecipient agrees to comply with all confidentiality requirements of 34 U.S.C. 10231 and 28 C.F.R. Part 22 that are applicable to the collection, use, and revelation of data or information. The Subrecipient further agrees, as a condition of Sub 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.

The Subrecipient shall maintain written procedures to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of (PII) (2 C.F. R. 200.79) within the scope of the OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). (Exhibit C)

This Section shall not prevent the Children's Initiative from accessing the confidential records for the purpose of audits or program reviews if that access is legally permissible under the applicable local, state, or federal laws or regulations. Similarly, the Children's Initiative, or its agents, or designee may take possession of the records(s) where legally authorized to do so.

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The Children's Initiative may identify, for the purpose of clarification, certain laws, and regulations that are specifically applicable to Subrecipient's work under this Agreement. Those laws and regulations may be set forth in the Statement of Work (Exhibit A). The Children's Initiative, however, is under no obligation to identify all applicable laws and regulations and assumes no liability for identifying confidentiality laws and regulations, if any, applicable to the work under this Agreement.

No Subrecipient, or entity that receives a contract or subcontract with PSN funds, 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 the law of waste, fraud, or abuse to an investigation or law enforcement representative of a Federal department or agency authorized to receive such information.

Subrecipient shall inform all its employees and subcontractors providing services of the confidentiality provisions of this Agreement.

B. Disclosure

Subrecipient shall not disclose, use for personal gain, or make other improper use of confidential information, which is acquired in connection with his or her employment. In this connection, the term "confidential information" includes, but is not limited to, unpublished information relating to technological and scientific development, medical, personnel, or security records of the individuals; anticipated materials requirements or pricing actions; and knowledge of selections of Subrecipients in advance of the official announcement. Subrecipient must comply with all confidentiality requirements of 34 U.S.C. 10231 and 28 C.F.R. Part 22 that are applicable to the collection, use, and revelation of data or information. Subrecipient is responsible for the design and maintenance of all data security and encryption necessary to secure the data confidentiality.

The Children's Initiative shall be notified no later than 24 hours after an occurrence of an actual breach or the detection of an imminent breach of data confidentiality and/or the participation of the Subrecipient in consequential legal or non-legal actions to remedy the breach of confidentiality matter.

Breach of data confidentiality and disclosure of PII may constitute a breach of this Agreement and may be grounds for the termination of this Agreement and the Subrecipient debarment from future funding opportunities.

40 CRIMINAL BACKGROUND CHECK REQUIREMENTS

Subrecipient shall ensure that criminal background checks, including a fingerprint-based Federal Bureau of Investigations (FBI) criminal history check and a search on the National Sex Offender Public Website www.nsopw.gov ("NSOPW"), are required and completed prior to employment or placement of any employee, director, officer, agent, subcontractor, consultant or volunteer in compliance with any licensing, certification, funding, or Agreement requirements, including the Statement of Work (Exhibit A), which may be higher than the minimum standards described herein. At a minimum, background checks shall be in compliance with state and federal regulations and are required for any individual identified above who will be providing services under this Agreement or who will be assigned to sensitive positions funded by this Agreement. Sensitive positions are those that: (1) physically supervise

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minors; (2) have unsupervised physical contact with minors. (Details of this requirement can be found on OJP's website at <https://ojp.gov/funding/Explore/Interact-Minors.htm>).

Subrecipient shall have a documented process for reviewing the information and determine if criminal history demonstrates behavior that could create an increased risk of harm to clients. Subrecipient shall document the review of criminal background findings and consideration of criminal history in the selection of such persons listed above in this section. Subrecipient shall retain a record of the National Sex Offender Public Website search and associated results either by printing the screen(s) or by some other method that retains paper or digital images of the NSOPW checks that show the date the search was performed.

Subrecipient shall either utilize a subsequent arrest notification service during the term of this Agreement for any individual required to undergo the Criminal Background Check process as described in this section during the employees' or volunteers' tenures or check the National Sex Offender Public Website at least annually.

Subrecipient shall keep the documentation of their review and consideration of the individual's criminal history and NSOPW check on file in accordance with Maintenance of Records.

Subrecipient's inability to demonstrate that it conducted the required criminal background check as specified above may result in remedies, including disallowance of costs and/or termination of the Agreement.

Definitions:

- *Minor:* Individuals under the age of eighteen (18) years old.
- *Sensitive Position:* A job with responsibilities that can be criminally abused at great harm to the Agreement, or the clients served. All positions that (1) physically supervise minors, (2) have unsupervised physical contact with minors.
- *Volunteer:* A person who performs a service willingly and without pay.

41 TRAINING, TECHNICAL ASSISTANCE, CONFERENCES

Subrecipient must participate in BJA-sponsored training events, technical assistance events, and/or conferences held by BJA or its designees, upon the Children's Initiative or BJA's request.

Subrecipient shall 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 PSN funds for expenses related to conferences (as the term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences. (See DOJ Grants Financial Guide, section 3.10 "Postaward Requirements").

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42 PUBLISHED MATERIALS

The Subgrantee agrees to submit to the Children's Initiative 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. Upon receipt, the Children's Initiative will submit to the Bureau of Justice for review and approval. Any written, visual, or audio publications, except for press releases, whether published at the Subgrantee's or government's expense, shall contain the following statements:

"This project was supported by Grant No. _____ 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 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."

43 INSURANCE

The Subrecipient shall keep in force and effect at all times during the term of the Agreement, including all extensions, the insurance specified in Exhibit E. Subrecipient shall ensure that any Subrecipients or Subcontractors maintain all insurance customary for the completion of the work done by that Subrecipient or Subcontractor and as required by the Children's Initiative.

Subrecipient shall provide the Children's Initiative with renewal or replacement evidence of insurance no later than thirty (30) days before the expiration or replacement of the required insurance.

The Children's Initiative shall be named as the Certificate Holder on the Certificate of Liability Insurance.

The Subrecipient shall obtain and maintain insurance coverage for real property and equipment acquired or improved with using Federal funds as provided to property owned by the Subrecipient. (2 C.F.R. 200.311).

44 INDEMNITY

The Children's Initiative shall not be liable for, and Subrecipient shall defend and indemnify the Children's Initiative and its employees, officers, directors, and agents (collectively "The Children's Initiative Parties"), against any and all claims, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys' fees and court costs (hereinafter collectively referred to as "Claims"), related to this Agreement or the work covered by this Agreement and arising either directly or indirectly from any act, error, omission or negligence of Subrecipient or its contractors, licensees, agents, servants or

employees, including, without limitation, claims caused by the sole passive negligent act or the concurrent negligent act, error or omission, whether active or passive, of the Children's Initiative Parties. Subrecipient shall have no obligation, however, to defend or indemnify the Children's Initiative Parties from a claim if it is determined by a court of competent jurisdiction that such claim was caused by the sole negligence or willful misconduct of the Children's Initiative Parties.

45 DRUG AND ALCOHOL-FREE WORKPLACE

All Subrecipients shall certify that they will maintain a drug and alcohol-free workplace, or in the case of a Subrecipient, who is an individual, certify to the agency that his or her conduct of award activity will be drug and alcohol-free. If a Subrecipient makes a false certification, the Subrecipient is subject to suspension, termination, and debarment. In order to comply with the Drug Free Workplace Act of 1988 and 28 C.F.R. Part 83, Subrecipients are required to report any conviction of their employees under a criminal drug statute for violations occurring on the Subrecipients premises or off the Subrecipient's premises while conducting official business. A report of a conviction must be made to the Children's Initiative within ten (10) days of receiving notices of such conviction.

As a material condition of this Agreement, the Subrecipient agrees that the Subrecipient and the Subrecipients employees, while performing service under this Agreement:

- Shall not be in any way impaired because of being under the influence of alcohol or a drug.
- Shall not possess an open container of alcohol or consume alcohol or possess or be under the influence of an illegal drug.
- Shall not sell, offer, or provide alcohol or an illegal drug to another person; provided, however, that the foregoing restriction shall not be applicable to a Subrecipient or Subrecipient employee who as part of the performance of normal job duties and responsibilities prescribes or administers medically prescribed drugs.

The Children's Initiative may terminate for default or breach of this Agreement if the Subrecipient or Subrecipient's employees are determined by the Children's Initiative not to be in compliance with the conditions listed herein.

46 NONDISCRIMINATION

All Subrecipients, including subcontractors, shall comply with any applicable Federal civil rights and nondiscrimination requirements, including:

- 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); section 303 of the Age Discrimination Act of 1975 (42 U.S.C. 6102); and Subtitle A, title II of the Americans with Disabilities Act (ADA), (42 U.S.C. 12131-12134), and Department of Justice (DOJ) implementing regulation 28 C.F.R. Part 35; 809(c) of Title 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)); 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; and the

grant condition set out at section 40002(b)(13) of the Violence Against Women Act (34 U.S.C. 12291(b)(13)).

- Additional applicable statutes 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 (faith-based or religious organizations participating in federal assistance programs), 54 (basis of sex in certain "education programs) and 46 (human subjects protection).

In accordance with Federal civil rights laws, the Subrecipient shall not retaliate against individuals for taking action or participating in the action to secure rights protected by these laws.

In the event a federal or state court or federal or state administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a Subrecipient of funds, the Subrecipient shall forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs and the Children's Initiative.

This Agreement may be suspended or terminated, in whole or in part, in the event of the Subrecipient's noncompliance with this section and the Subrecipient may be declared ineligible for further Agreements with the Children's Initiative. Additionally, the Children's Initiative may take further action by imposing other sanctions or invoking other remedies as provided by the Civil Rights Act of 1964, or as otherwise provided by law.

47 PROHIBITIONS ON REPRISAL

Subrecipient agrees to 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 a 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 and safety, or a violation of law, rule or regulation related to a federal grant.

48 ARREST AND CONVICTION RECORDS

Subrecipients should be mindful that the misuse of arrest or conviction records to screen applicants for employment or employees for retention or promotion might have a disparate impact based on race or national origin, resulting in unlawful employment discrimination. Subrecipients should consult local counsel in reviewing their employment practices. If warranted, Subrecipients should also incorporate an analysis of the use of arrest and conviction records in their Equal Employment Opportunity Plans. Advisory for Recipients of Financial Assistance from the U.S. Department of Justice on the U.S. Equal Employment Opportunity Commission's Enforcement Guidance: Consideration of Arrest and Conviction Records in Employment Decisions Under Title VII of the Civil Rights Act of 1964 (June 2013).

49 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT

Subrecipient agrees to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996, 45 C.F.R. 160, 162, and 164, as amended. If the Subaward includes functions or activities that involve the use or disclosure of Protected Health Information (PHI), the Subrecipient agrees to enter into a Business Associate Agreement with the Children's Initiative, as required by 45 C.F.R. 164.504(e).

50 LOBBYING

The Subrecipient agrees, either directly or indirectly, that no funding associated with the Subaward Agreement will be used 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 activities that otherwise would be barred by law.)

The Subrecipient agrees, whether expressly prohibited by federal, state, or local law, or otherwise, that no funding associated with this Subaward Agreement will be used for any purpose associated with or related to lobbying or influencing or attempting to lobby or influence for any purpose the following: (1) any federal, state, county or local agency, legislative committee, counsel, or board; (2) any federal, state, county or local legislator, commission member, council member, board member, or other elected official; (3) any officer or employee of any federal, state, county or local agency, legislature, commission, council or board. See 31 U.S.C. 1352, 2 C.F.R. 200.450, Exhibit C - Special Conditions.

The Subrecipient understands failure to comply shall result in disqualification of future funding and/or termination of the Agreement.

The Subrecipient shall require that the language of this certification is included in any subcontracts and that all contractors shall certify and disclose accordingly. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure pursuant to 31 U.S.C. 1352.

51 GENERAL PROVISIONS

A. Sections and Exhibits

All sections and exhibits referred to herein are attached hereto and incorporated by reference.

B. Headings

Section headings used in this Agreement are inserted for convenience of reference only and are not intended to define, limit, or affect the construction or interpretation of any term or provision hereof.

C. Statutes, Regulations, Fiscal Rules, and Other Authority

Any reference in this Agreement to a statute, regulation, Federal fiscal rule, fiscal policy, or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the Subaward Issuance Date. Subrecipient shall strictly comply with all Federal, state,

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and local laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

D. Survival of Certain Subaward Agreement Terms

Any provision of this Agreement that imposes an obligation on a Party after termination or expiration of the Subaward shall survive the termination or expiration of the Subaward and shall be enforceable by the other Party.

E. No Other Inducement

The making, execution, and delivery of this Agreement by the parties hereto have been induced by no representations, statements, warranties, or agreements other than those expressed herein.

F. Time

Time is of the essence of each provision of this Agreement.

G. Time Period Computation

All periods of time referred to in this Agreement shall include all Saturdays, Sundays, and state or national holidays, unless the period of time specifies business days, provided that if the date or last date to perform any act or give any notice or approval shall fall on a Saturday, Sunday or state or national holiday, such act or notice may be timely performed or given on the next succeeding day which is not a Saturday, Sunday or state or national holiday.

H. Waiver

The waiver by one party of the performance of any term, provision, covenant, or condition shall not invalidate this Agreement, nor shall it be considered as a waiver by such party of any other term, provision, covenant, or condition. Delay by any party in pursuing any remedy or in insisting upon full performance for any breach or failure of any term, provision, covenant, or condition shall not prevent such party from later pursuing remedies or insisting upon full performance for the same or any similar breach or failure.

I. Multiple Originals

This Agreement may be executed in multiple originals, each of which together shall constitute a single Agreement.

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ANY CONDITION listed within the Agreement that is not met may result in consequences such as the Children's Initiative withholding payment of any request for reimbursement, disqualification of future funding, and/or termination of current funding.

THE PARTIES, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

THE CHILDREN'S INITIATIVE

A California nonprofit 501(c)3

Federal Tax ID Number: 770587835

By: _____ Date: _____

Brook Smith

Associate Director

3625 Ruffin Drive, Suite 100, San Diego, CA 92123

SUBRECIPIENT

Subrecipient Agency Name: _____

DUNS: _____

Subrecipients Signer's Printed Name: _____

Title: _____

Signature: _____ Date: _____

Address: _____

Email / Ph. #: _____

SUBRECIPIENT'S REPRESENTATIVE. The Subrecipient has designated the following individuals as the Subrecipient's Representative.

Name and Title: _____

Address: _____

Email / Ph.#: _____

EXHIBIT A – STATEMENT OF WORK

Four divisions in Los Angeles account for the lion's share of violent crime across the city and they include: 77th Street, Southeast, Southwest, and Newton Divisions. LAPD is seeking PSN funds to fund 1,884 hours in police overtime for officers assigned to targeted areas to reduce criminal activity in the Southeast Division.

Based on the analysis that will be carried out by the Southeast division officers, LAPD's response may include the following strategies:

- Formation of a Violent Crime Task Force that focuses on gun-crime and shooters.
- Use of high visibility patrols in targeted areas.
- Work with the Crime Gun Intelligence Center (CGIC) to solve shootings.
- Work with schools and social workers involved in assisting children exposed to violence by providing referrals and participating in awareness outreach at schools and community events.
- Work with LAPD's Community Safety Partnership (CSP) that works with youth in housing developments through sports activities, school-based assistance, and mentoring.

Investigators and officers will examine reports about prior arrests and recovered guns and will work with the Crime Gun Intelligence Center to use for follow-up investigations for identifying shooters. To improve the analytic capabilities of its analysts and officers, LAPD requires upgrades in computers and laptops. Specifically, LAPD will use PSN funds to purchase (2) workstations, (3) performance laptops, (2) computer monitors, (1) color printer, (1) large screen TV, (1) video conference camera and microphones, and cable installation for computers and internet connection.

Budget (over 2 years)

Personnel	\$171,490
Fringe Benefits	\$0
Supplies and Operating	\$13,650
Travel	\$0
Equipment	\$0
Subawards	\$0
Procurement	\$0
Indirect	\$0
Other	\$3,001
TOTAL	\$188,141

Computers will be equipped with high processing capabilities and solid-state drives to allow for efficient handling of neighborhood and crime data reports. The laser printer will be used to scan and print reports for distribution. One large screen television with mount and Meeting Pro Owl Video are requested to be used for video conferencing. With the shift to video conferencing due to the COVID-19 pandemic, LAPD would like to establish a video conference room for use with Community Outreach Events such as Stakeholder Meetings, Clergy Council, Gang Reduction and Youth Development, and Neighborhood Council Meetings.

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ORIGINAL APPLICATION

**Project Safe Neighborhoods 2020:
Reducing Gun-related and Gang Crime in Los Angeles**

A Proposal Submitted to The Children's Initiative

**Submitted by:
The Los Angeles Police Department**

February 12, 2021

Program Narrative

Project Safe Neighborhoods 2020: Reducing Gun-related and Gang Crime in Los Angeles

Introduction

2020 was a memorable year for many reasons. COVID-19, the George Floyd protests, the economic crisis, and a rise in violent crime across the nation were among the notable occurrences. The largest urban centers in the country saw unprecedented increases in violent crime compared to the previous year: Los Angeles experienced an increase of nearly 37% in homicides; New York, by 40%; Chicago by 50%; and Philadelphia, 36%. Smaller cities also saw increases in homicides, including Memphis with a 58% increase, Minneapolis with 77%, and Tucson, with 38%.¹ Researchers found that in 21 cities (including Los Angeles), homicides, aggravated assaults, and gun assaults rose significantly beginning in late May and June of 2020.² Across those cities, there were 610 more homicides in the summer and fall of 2020 than during the same period in 2019.

This proposal seeks funds to counteract the precipitous increase in violence that has occurred in Los Angeles, with a specific focus in the Los Angeles Police Department's (LAPD) Southeast Division. The problem-oriented policing approach will serve as the framework for the project. This means that LAPD will scan and analyze the problem, respond to the problem appropriately, and assess the success or limitations of the approach. The proposal responds to The Children's Initiative's Notice of Funding Availability and follows the criteria accordingly. It is divided into four sections – the statement of the problem, program design and implementation, capabilities/competencies, plan for collecting required data, and the budget and budget narrative.

This request falls within the *Law Enforcement category* of the NFA.

1. Statement of the Problem

Los Angeles, CA is the second largest city in the United States with a population of nearly four million residents distributed over 472 square miles. The LAPD is the third largest police force in the US with about 9,800 sworn and 2,800 civilian employees. Chief Michel Moore oversees the department that is divided into 21 separate patrol divisions, organized into four bureaus, which cover the service area.

In Los Angeles, over the five year period of 2016 to 2020, while the overall number of violent and property crimes declined, the number of aggravated assaults and homicides increased (Table 1). The decreases in robberies, rapes, thefts, and grand thefts of a person in 2020 are attributable in part, to COVID-19. With social distancing, the opportunities to commit these types of crimes

¹ Bates, J. "2020 Will End as one of America's Most Violent Years in Decades," *Time*, (December 30, 2020). <https://time.com/5922082/2020-gun-violence-homicides-record-year/>

² Rosenfeld, R. & Lopez, E. *Pandemic, Social Unrest, and Crime in U.S. Cities: November 2020 Update*. Washington, D.C.: Council on Criminal Justice, December 2020.

diminished as businesses were closed and people were not doing ‘normal’ activities. Increases in breaking into motor vehicles and grand theft auto are also attributable to COVID-19 as cars may have been parked in the same location and the owners of the vehicles did not check on them routinely.

Table 1. Part I Violent and Property Crimes, LAPD Citywide, 2016 – 2020

	2016	2017	2018	2019	2020
Aggravated Assault	16005	16966	17014	17231	18424
Homicide	296	282	260	257	351
Rape	2197	2149	2056	1730	1339
Robbery	10309	10825	10326	9634	8001
All Violent Crimes	28807	30222	29656	28852	28115
Arson	412	400	357	418	664
Breaking into Motor Vehicle	31410	32727	33064	31100	27386
Burglary	15758	16673	16021	13646	13567
Grand Theft Auto	18823	19209	17453	15765	21338
Grand Theft Person	1855	2280	2298	2082	1074
Theft	31149	30732	32536	32519	22301
All Property Crimes	99407	102021	101729	95530	86330
All Part I Crimes	128214	132243	131385	124382	114445

In the last five years, four divisions in Los Angeles accounted for the lion's share of the violent crime problems. 77th Street, Southeast, Southwest, and Newton Divisions which make up just nine percent of the City's geographic area and 17 percent of the City's population accounted for 35.6 percent of all the violent crime in Los Angeles and 44.1 percent of its murders over the five-year period of 2016-2020.

Figures 1 and 2 show the 21 LAPD patrol divisions and their numbers of gun-related and violent crimes from 2016 to 2020, respectively. 77th Street, Southeast, Southwest, and Newton Divisions are in the top four over this time period.

Figure 1. City of Los Angeles Gun-Related Crimes by LAPD Division, 2016-2020

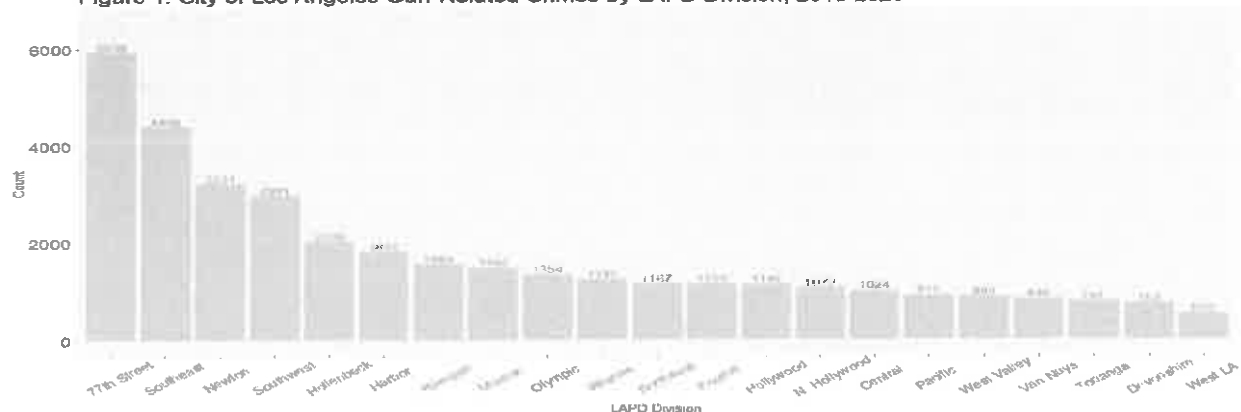
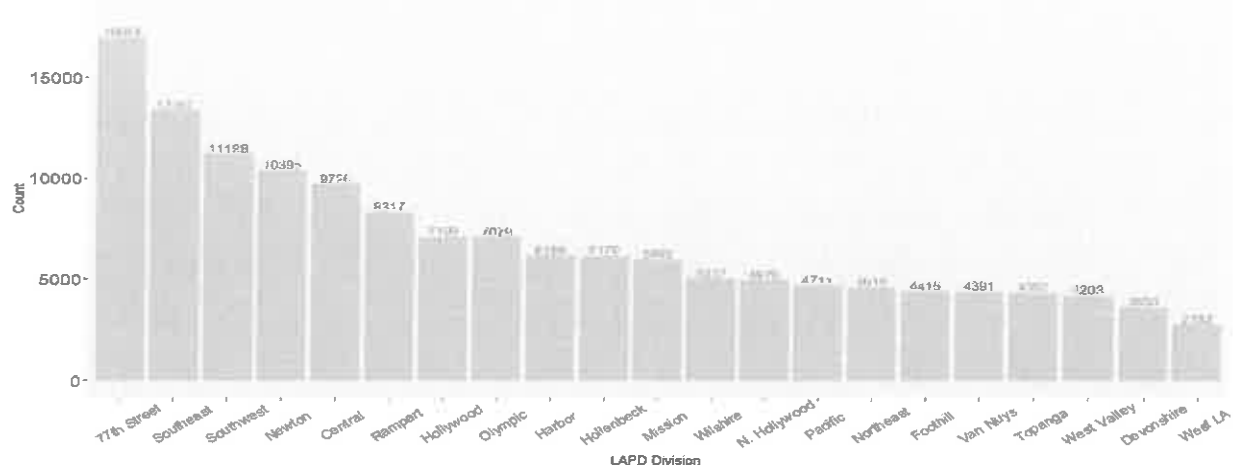


Figure 2. City of Los Angeles Violent Crimes by LAPD Division, 2016-2020



More recently, Southeast Division demonstrated a continuation of the violence that occurred in 2020. During the period of December 27, 2020 to January 23, 2021, Southeast experienced eight (8) homicides and 48 victims shot; this compares unfavorably to 2020 when only one homicide occurred and three victims were shot, and to 2019 when no homicides and no victims were shot. As a result of the increases that occurred in 2020 and the upsurge that took place at the beginning of the year, the focus for this PSN grant will be in Southeast Division.

2. Program Design and Implementation

Herman Goldstein's problem-oriented policing model serves as the framework for this project.³ Goldstein's model was part of a major reform movement for police departments in the 20th Century.⁴ Over the years the model has been adopted by law enforcement agencies in the United States and internationally and replicated in multiple studies. The Office of Community Oriented Police Services (COPS Office) and the Center for Problem Oriented Policing have funded and published numerous "POP Guides" that cover a multitude of problems, including gun violence, homicides, robbery, focused deterrence, chronic offenders, and drug dealing.⁵

The model consists of four major steps: Scanning, Analysis, Response, and Assessment.

Scanning involves the identification of a specific problem to address. **Analysis** means a careful and in-depth analysis of the specific problem. This stage involves collecting quantitative and qualitative data that assist in explaining and understanding the causes of the problem. **Response** means selecting an appropriate tactic to prevent, intervene, suppress or mitigate the specific problem. The response should be tailored to solve the problem based on the analysis.

Assessment is the final step, which means evaluating and determining whether the response was successful in reducing, preventing, or mitigating the crime problem.

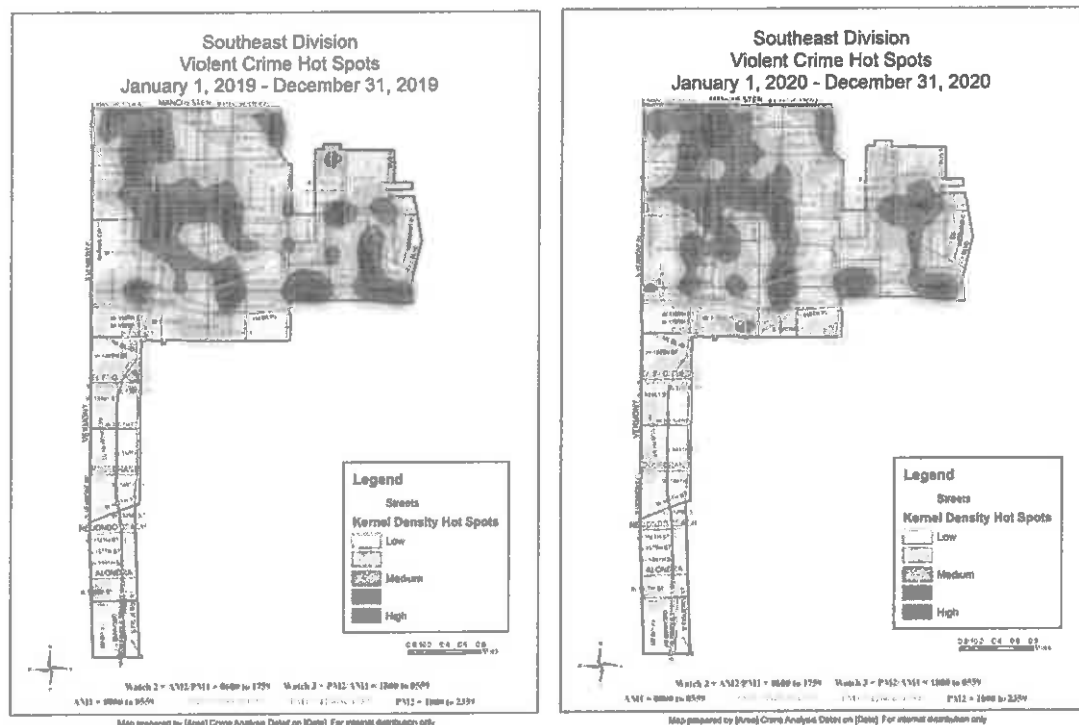
³ Goldstein, H. 1990. *Problem-Oriented Policing*. Temple University Press.

⁴ Maguire, E. R., Uchida, C. D., & Hassell, K., "Problem-Oriented Policing in Colorado Springs: A Content Analysis of 753 Cases," *Crime and Delinquency*, 2010.

⁵ More information on POP Guides can be found at (<http://www.popcenter.org/guides/>)

Scanning Phase

LAPD determined that areas within Southeast Division would be the focal points for the PSN grant. The hot spot maps of Southeast show the density of violent crimes in 2019 and 2020.



Both maps show that violence occurs north of the ‘panhandle’ and throughout most of the Division. The hottest locations are in the center of the maps – at Century Boulevard, which runs horizontally (east/west) and bisects Figueroa, Broadway, Main, San Pedro, and Avalon. Other hot spots can be seen on Imperial, in the lower part and eastern section of the division. This area includes the Watts neighborhood which encompasses five public housing developments – Avalon Gardens, Imperial Courts, Jordan Downs, Nickerson Gardens, and Gonzague Village. [The census tracts in Watts have been designated as Qualified Opportunity Zones (QOZs) by the IRS (December 2018). Because of their low-income-community status these housing projects and census tracts qualify for tax benefits under the IRS.⁶ QOZs are shown on a map of the area in Appendix 1.]

Analysis Phase

Through this project, more in-depth and rigorous analyses can be conducted to determine the nature of violent crime and gun violence in the areas noted above. Specifically, more research will be done to determine who is committing these acts, who is being victimized, and the micro-locations (smaller areas) for this violence. As noted above, hot spots have been identified, but more detailed information about the areas is needed to appropriately address the problem. In addition, as part of this project’s budget request, Southeast Division needs to upgrade its ability

⁶ For additional information, see <https://www.cdfifund.gov/pages/opportunity-zones.aspx>

to efficiently and accurately conduct analyses. Crime and police analysts are in need of workstations with faster computers, high-resolution monitors, and all-in-one printers. Furthermore, the software to complete these advanced and spatial analyses is lacking. (These items will be included in the budget and budget narrative.)

For crime in and around specific housing developments, incident data and calls for service will be analyzed in different ways. For example, analysts can create a 1,000-foot radius surrounding the locations to see whether and when crimes are occurring and how they might be linked to the housing project. The crime data will provide details regarding crime types, locations, and indicators of gang-relatedness. Knowing more about the relationship of gangs to the incidents will allow for specific interventions. Obtaining additional knowledge through discussions with gang and patrol officers will lead to the identification of specific gangs and individuals who are perpetrating the crimes. Are turf wars occurring? Are they retaliatory events? Which gangs are involved? Where do these individuals live (inside the projects? Other parts of the city?).

Another facet of the analysis will involve a review of the incidents and arrests that occurred over the last two years in Southeast Division. By examining prior arrests and reports on guns recovered, we can begin to identify individuals involved in pulling the shootings. Further, investigators and officers will work closely with the Department's Crime Gun Intelligence Center which is affiliated with ATF's National Integrated Ballistics Information Network (NIBIN). Through NIBIN, gun casings found in one incident are linked to other incidents and individuals. With follow-up investigations, these linkages may lead to arrests of shooters.

Lastly, Southeast Division officers are actively engaged in gun arrests and gun recoveries. Statistics from Southeast show that officers made 107 gun arrests in January 2021 compared to 27 gun arrests in January 2020, a four-fold increase. Similarly, officers seized 126 guns in January 2021 compared to 39 guns seized in January 2020, a three-fold increase. Further analysis of these arrests and seizures is needed to determine where the events occurred and who was involved.

Response Phase

During this phase we will determine the appropriate responses to the problems in Southeast. Given the analyses of hot spots, what are the best strategies that could be used? How do we make the solutions specific to those problems? Can we tailor solutions to the problems so that the problems do not re-emerge?

What are the series of interventions that could take place?

We propose long-term and short-term strategies for Southeast Division that target locations and individuals that are causing the violence problems. Within the Response Phase we present a model that is useful for planning a continuum of programs and strategies in a community with disorder, violent crime and gang problems.⁷

⁷ See, Wyrick, P.A. Gang prevention: How to make the "front end" of your anti-gang effort work. United States Attorneys' Bulletin 54:52-60, 2006.

There are four groups within communities that are susceptible to violence and involvement in illicit behavior.

Group 1, at the top of the triangle, represents serious, violent gang and non-gang offenders. These offenders make up a relatively small portion of the population but commit a disproportionately large share of illegal activity. Focus on this group will occur by Southeast Division with the assistance of LAPD's Crime Gun Intelligence Center and other units in the Department.

Group 2 consists of gang involved youth and their associates, who make up a relatively larger share of the population. These youth are involved in significant levels of illegal activity but are not necessarily in the highest offending category. They typically range in age from 12 to 24 years old.

Group 3 is made up of high-risk youth—7- to 14-year-olds who have displayed early signs of delinquency and an elevated risk for gang membership but are not yet gang involved. Most of these youth will not join gangs, but they represent a pool of candidates for future gang membership and delinquency.

Group 4 represents the community, families, and youth who live in and around the community and are negatively affected by the problems there.



Wyrick, 2006

Through this project, Southeast Division captains will continue to coordinate efforts with programs funded by the state of California, PSN, HACLA, and other US Department of Justice grants. For example, through 2018 PSN funding and the Office of Juvenile Justice and Delinquency Prevention (OJJDP), the Children's Institute and the Los Angeles City Attorney's Office are engaged in an intensive program to assist children exposed to violence. Their on-going work involves schools and specific areas within Southeast Division where gun violence is

highest. Similarly, the Community Safety Partnership program funded by HACLA continues to operate in the housing developments located in Southeast Division.

The Los Angeles Mayor's Office of Gang Reduction and Youth Development (GRYD) also works in the area, focusing on preventing youth from engaging in gang behavior. The GRYD Surge Community Ambassador Program was developed out of an urgent response to provide assistance to the uptick in violence in South LA this past year, providing intervention response through the usage of Peace Ambassadors. The GRYD application to the Intervention Purpose Area of this grant program will provide Surge Ambassadors and Mentors to the Southeast area to complement the LAPD's efforts to reduce gang crime and gun violence under the PSN program.

These programs address high-risk youth (Group 3) and all youth, families and community members (Group 4) residing in the housing developments.

In summary, the response phase *may* include the following strategies, depending upon the results of the analysis phase and input from officers and to some extent, the community and businesses.

- Formation of a Violent Crime Task Force that focuses on gun-crime and shooters
- Use of high visibility patrols in targeted areas (including foot beats)
- Collaboration and interaction with the Crime Gun Intelligence Center (CGIC) where investigators from South Bureau and ATF work together to solve shootings linked through the National Integrated Ballistics Information Network (NIBIN)
- Collaboration with schools and social workers involved in assisting children exposed to violence
- Collaboration with LAPD's Community Safety Partnership (CSP) that works with youth in housing developments through sports activities, school-based assistance, and mentoring.

Assessment Phase

This phase means evaluating and determining whether the responses were successful in reducing, preventing, or mitigating the crime problem. As part of the 2020 PSN program, the Children's Initiative and PSN Team will select an independent Research Partner. LAPD will work closely with the Research Partner conducting the evaluation to ensure that appropriate data are collected and the success of the interventions are measured.

3. Capabilities and Competencies

Implementation, Partnerships/Collaborations, and Violence. The LAPD has extensive experience with grants and projects of this magnitude having received funding from BJA for the Crime Gun Intelligence Center (CGIC), Smart Policing/Innovative Policing Strategies, Intellectual Property Enforcement, technology programs, and body-worn cameras.

These projects involved a number of different and complex components that involved partnerships and collaborations and in some cases dealt with violence. For example, command staff at South Bureau successfully implemented CGIC which involved collaborations and

partnerships with ATF, the Los Angeles District Attorney's Office, the Los Angeles City Attorney's Office, a research partner (Justice & Security Strategies), and entities within the Department. The evaluation showed a reduction in gun-related crimes as a result of the work of investigators who followed up on investigations and made arrests of shooters. While grant funds ended in 2018, LAPD investigators, analysts, and command staff continue to work closely with ATF and other agencies on that program.

Managing and Overseeing the Grant

Captain Lou Paglialonga is the Project Director. Captain Paglialonga is the commander of Southeast Division and a 28-year veteran of the Department. Captain Paglialonga oversees patrol officers, investigators, special units, and civilians and is responsible for managing overtime, risk management, and other administrative functions. Captain Paglialonga has served in this capacity since August 2018. He holds a BA from Cal State Long Beach.

Captain Clint Dohmen is the Principal Investigator. Captain Dohmen is second in command at Southeast Division and is a 22-year veteran of the Department. He oversees patrol activities and the strategies for reducing crime. Captain Dohmen has worked in South Bureau for most of his career and is familiar with the community and data-driven policing. He will assist in providing oversight of officer activities, liaise with GRYD and the Children's Institute on their projects in Southeast, and work with the evaluator. Captain Dohmen holds a BA from Gettysburg College.

Stella Larracas of the Grants Section will be the LAPD point of contact with the Children's Initiative and coordinate the collection of information needed on the grant for reporting purpose.

4. Plan for Collecting Required Data

A number of performance measures will be tracked, monitored and reported by the LAPD. The Department will submit performance metric data quarterly and work with the Children's Initiative and the USAO on determining other appropriate measures. The LAPD will fulfill all federal reporting requirements, including quarterly financial reports and progress reports. The Grants Section of the Department will be responsible for reporting data and information required by the Children's Initiative. The Grants Section has extensive experience in handling projects of this nature as it is responsible for reporting activity to JustGrants (and its predecessor, GMS) and the Performance Measurement portal (PMT) routinely.

5. Budget and Budget Narrative

The budget for this project is \$275,675 over a two-year period. The Budget Worksheet is in Appendix 4.

Subrecipient: Los Angeles Police Department
Subaward Number: PSN 20 - 037848012
Project: PSN 2020: Reducing Gun-related and Gang Crime in Los Angeles
FAIN: 2019-GP-BX-0080

EXHIBIT B – APPROVED BUDGET

Budget Summary

Budget Summary

Note: Any errors detected on this page should be fixed on the corresponding Budget Detail tab.

Budget Category	Year 1		Year 2 (if needed)		Year 3 (if needed)		Year 4 (if needed)		Year 5 (if needed)		Total(s)
	Federal Request	Non-Federal Request	Federal Request	Non-Federal Request	Federal Request	Non-Federal Request	Federal Request	Non-Federal Request	Federal Request	Non-Federal Request	
A. Personnel	\$85,745	\$0	\$85,745	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$171,490
B. Fringe Benefits	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
C. Travel	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
D. Equipment	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
E. Supplies	\$13,650	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$13,650
F. Construction	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
G. Subawards (Subgrants)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
H. Procurement Contracts	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
I. Other	\$3,001	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,001
Total Direct Costs	\$102,396	\$0	\$85,745	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$188,141
J. Indirect Costs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Project Costs	\$102,396	\$0	\$85,745	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$188,141
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

(DOJ Financial Guide, Section 3.10)

A. Personnel

Name <i>List each name, if known.</i>	Position <i>List each position, if known.</i>	Computation <i>Show annual salary rate & amount of time devoted to the project for each name/position.</i>				
		Salary	Rate	Time Worked (# of hours, days, months, years)	Percentage of Time	Total Cost
Various	Police Officer	\$91.00	hourly	942	100%	\$85,745
Total(s)						\$85,745
Federal Request						
						\$85,745

Narrative

The Los Angeles Police Department is requesting overtime funding for approximately 942 hours for police officers assigned to targeted areas in Southeast Division for intervention and suppression strategies related to the PSN program. Average hourly rate for a police officer is \$60.66/hour. Overtime rate is \$60.66 x 1.5 = \$91.

B. Fringe Benefits

Name <i>List each grant-supported position receiving fringe benefits</i>	Computation <i>Show the basis for computation</i>			
	Base	Rate	Total Cost	Federal Request
			\$0	\$0
Total(s)				\$0
				\$0

Narrative											
C. Travel											
Purpose of Travel	Location	Type of Expense	Basis	Computation							
<i>Indicate the purpose of each trip or type of trip (training, advisory group meeting)</i>	<i>Indicate the travel destination.</i>	<i>Lodging, Meals, Etc.</i>	<i>Per day, mile, trip, Etc.</i>	<i>Compute the cost of each type of expense X the number of people traveling.</i>							
				Cost	Quantity	# of Staff	# of Trips	Total Cost	Non-Federal Contribution	Federal Request	
			N/A					\$0		\$0	
				Total(s)							
				\$0							
Narrative											

D. Equipment						
	Item List and describe each item of equipment that will be purchased	# of Items	Unit Cost	Total Cost	Computation Compute the cost (e.g., the number of each item to be purchased X the cost per item)	
					Non-Federal Contribution	Federal Request
				\$0		\$0
Narrative		<div>Total(s) \$0 \$0 \$0</div>				
E. Supplies						
	Supply Items	Computation				

Purpose Area #4

Provide a list of the types of items to be purchased with grant funds		Describe the item and the compute the costs. Computation: The number of each item to be purchased X the cost per item.				
		# of Items	Unit Cost	Total Cost	Non-Federal Contribution	Federal Request
Meeting Pro Owl, Video Conference and Microphones		1	\$1,300.00	\$1,300		\$1,300
Large screen tv with mounting brackets		1	\$2,500.00	\$2,500		\$2,500
All-in-one color laser printers		1	\$750.00	\$750		\$750
Computer Monitors		2	\$650.00	\$1,300		\$1,300
Workstations		2	\$1,500.00	\$3,000		\$3,000
Performance Laptops		3	\$1,600.00	\$4,800		\$4,800
				Total(s)	\$13,650	\$0
Narrative						
To improve the analytic capabilities of its analysts and officers, Southeast Division is in need of upgrades in computers and laptops. LAPD will procure 2 desktop computers with monitors and 3 high performance laptops. These computers will be equipped with high processing capabilities and solid-state drives to allow for efficient handling of neighborhood and crime data reports. The laser printer will be used to scan and print reports for distribution. One large screen television with mount and Meeting Pro Owl Video are requested to be used for video conferencing. With the shift to video conferencing as the primary means of communication, Southeast Area would like to establish a video conference room for use with Community Outreach Events such as Stakeholder Meetings, Clergy Council, Gang Reduction and Youth Development, and Neighborhood Council Meetings. All listed items will be used for PSN-related activities.						
F. Construction						
Purpose	Description of Work	Computation				
Provide the purpose of the construction	Describe the construction project(s)	Compute the costs (e.g., the number of each item to be purchased X the cost per item)				
		# of Items	Cost	Total Cost	Non-Federal Contribution	Federal Request
				\$0		\$0
		Total(s)		\$0	\$0	\$0

Narrative					
G. Subawards (Subgrants)					
Description	Purpose	Consultant?	Total Cost	Non-Federal Contribution	Federal Request
<i>Provide a description of the activities to be carried out by subrecipients.</i>	<i>Describe the purpose of the subaward (subgrant)</i>	<i>Is the subaward for a consultant? If yes, use the section below to explain associated travel expenses included in the cost.</i>			\$0
			Total(s)	\$0	\$0
Consultant Travel (if necessary)					
Purpose of Travel	Location	Type of Expense	Computation		
<i>Indicate the purpose of each trip or type of trip (training, advisory group meeting)</i>	<i>Indicate the travel destination.</i>	<i>Hotel, airfare, per diem</i>	<i>Compute the cost of each type of expense X the number of people traveling.</i>		
			Cost	# of Staff	Federal Request
			\$0		\$0
			Total	\$0	\$0
Narrative					

H. Procurement Contracts									
Description		Purpose	Consultant?						
Provide a description of the products or services to be procured by contract and an estimate of the costs. Applicants are encouraged to promote free and open competition in awarding contracts. A separate justification must be provided for sole source procurements in excess of the Simplified Acquisition Threshold (currently \$150,000).		Describe the purpose of the contract	Is the subaward for a consultant? If yes, use the section below to explain associated travel expenses included in the cost	Total Cost	Non-Federal Contribution	Federal Request			
				Total(s)	\$0	\$0	\$0		
						\$0			\$0
Consultant Travel (if necessary)									
Purpose of Travel	Location	Type of Expense	Computation						
Indicate the purpose of each trip or type of trip (training, advisory group meeting)	Indicate the travel destination.	Hotel, airfare, per diem	Cost	Duration or Distance	# of Staff	Total Cost	Non-Federal Contribution	Federal Request	
						\$0		\$0	
			Total			\$0	\$0	\$0	

Narrative		Computation							Federal Request
		Show the basis for computation							
		Description	Quantity	Basis	Cost	Length of Time	Total Cost	Non-Federal Contribution	Federal Request
		List and describe items that will be paid with grants funds (e.g. rent, reproduction, telephone, janitorial, or security services, and investigative or confidential funds).	1	unit	\$3,001.00	1	\$3,001		\$3,001
							\$0		\$0
						Total(s)	\$3,001	\$0	\$3,001
Narrative									

Cable installation for \$3,001 will include ports, cables and labor needed for outlets, internet connection and operation of computers and office equipment.

J. Indirect Costs						
Description <i>Describe what the approved rate is and how it is applied.</i>	Computation <i>Compute the indirect costs for those portions of the program which allow such costs.</i>					
	Base	Indirect Cost Rate	Total Cost	Non-Federal Contribution	Federal Request	
			\$0		\$0	
		Total(s)	\$0	\$0	\$0	
Narrative						

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

(DOJ Financial Guide, Section 3.10)

A. Personnel

Name <i>List each name, if known.</i>	Position <i>List each position, if known.</i>	Computation <i>Show annual salary rate & amount of time devoted to the project for each name/position.</i>				
		Salary	Rate	Time Worked (# of hours, days, months, years)	Percentage of Time	Total Cost
Various	Police Officer	\$91.00	hourly	942	100%	\$85,745
Total(s)						\$85,745
Federal Request						
Non-Federal Contribution						\$0
Federal Request						\$85,745

Narrative

The Los Angeles Police Department is requesting overtime funding for approximately 942 hours for police officers assigned to Southeast Division for intervention and suppression strategies related to the PSN program. Average hourly rate for a police officer is \$60.66/hour. Overtime rate is \$60.66 x 1.5 = \$91.

B. Fringe Benefits

Name <i>List each grant-supported position receiving fringe benefits.</i>	Computation <i>Show the basis for computation.</i>			
	Base	Rate	Total Cost	Federal Request
			\$0	\$0
Total(s)				\$0
Non-Federal Contribution				\$0
Federal Request				\$0

Narrative											
C. Travel											
Purpose of Travel	Location	Type of Expense	Basis	Computation							
Indicate the purpose of each trip or type of trip (training, advisory group meeting)	Indicate the travel destination.	Lodging, Meals, Etc.	Per day, mile, trip, Etc.	Compute the cost of each type of expense X the number of people traveling.							
				Cost	Quantity	# of Staff	# of Trips	Total Cost	Non-Federal Contribution	Federal Request	
			N/A					\$0		\$0	
				Total(s)				\$0	\$0	\$0	
Narrative											

D. Equipment						
Item		Computation				
List and describe each item of equipment that will be purchased		Compute the cost (e.g., the number of each item to be purchased X the cost per item)				
	# of Items	Unit Cost	Total Cost	Non-Federal Contribution	Federal Request	
		Total(s)	\$0	\$0	\$0	
Narrative						

E. Supplies						
Supply Items		Computation				
Provide a list of the types of items to be purchased with grant funds		Describe the item and the compute the costs. Computation. The number of each item to be purchased X the cost per item.				
	# of Items	Unit Cost	Total Cost	Non-Federal Contribution	Federal Request	

			Total(s)	\$0	\$0	\$0
Narrative						
F. Construction						
Purpose Provide the purpose of the construction	Description of Work Describe the construction project(s)	Computation <i>Compute the costs (e.g., the number of each item to be purchased X the cost per item)</i>				
		# of Items	Cost	Total Cost	Non-Federal Contribution	Federal Request
				\$0		\$0
		Total(s) \$0				
Narrative						
G. Subawards (Subgrants)						

Purpose Area #4

Description	Purpose	Consultant?
Provide a description of the activities to be carried out by subrecipients.	Describe the purpose of the subaward (subgrant)	Is the subaward for a consultant? If yes, use the section below to explain associated travel expenses included in the cost.
		Total(\$)
		\$0
		\$0
Consultant Travel (if necessary)		
Purpose of Travel Indicate the purpose of each trip or type of trip (training, advisory group meeting)	Location Indicate the travel destination.	Type of Expense Hotel, airfare, per diem
		Cost
		Duration or Distance
		# of Staff
		Total
		\$0
		\$0
Narrative		
H. Procurement Contracts		
Description	Purpose	Consultant?

Purpose Area #4

<i>Provide a description of the products or services to be procured by contract and an estimate of the costs. Applicants are encouraged to promote free and open competition in awarding contracts. A separate justification must be provided for sole source procurements in excess of the Simplified Acquisition Threshold (currently \$150,000).</i>	<i>Describe the purpose of the contract</i>	<i>Is the subaward for a consultant? If yes, use the section below to explain associated travel expenses included in the cost.</i>						
			Total Cost	Non-Federal Contribution	Federal Request			
					\$0			
					\$0			
Consultant Travel (if necessary)								
Purpose of Travel <i>Indicate the purpose of each trip or type of trip (training, advisory group meeting)</i>	Location <i>Indicate the travel destination.</i>	Type of Expense <i>Hotel, airfare, per diem</i>	Computation <i>Compute the cost of each type of expense X the number of people traveling.</i>					
			Cost	Duration or Distance	# of Staff	Total Cost	Non-Federal Contribution	Federal Request
						\$0		\$0
			Total			\$0	\$0	\$0
Narrative								
I. Other Costs								
Description							Computation	

List and describe items that will be paid with grants funds (e.g. rent, reproduction, telephone, janitorial, or security services, and investigative or confidential funds).		Show the basis for computation					
	Quantity	Basis	Cost	Length of Time	Total Cost	Non-Federal Contribution	Federal Request
					\$0		\$0
					Total(s)	\$0	\$0
Narrative							

J. Indirect Costs		Computation				
Description		Compute the indirect costs for those portions of the program which allow such costs.				
		Base	Indirect Cost Rate	Total Cost	Non-Federal Contribution	Federal Request
	Describe what the approved rate is and how it is applied.			\$0		\$0
		Total(s)				
Narrative						

Subrecipient: Los Angeles Police Department
Subaward Number: PSN 20 - 037848012
Project: PSN 2020: Reducing Gun-related and Gang Crime in Los Angeles
FAIN: 2019-GP-BX-0080

EXHIBIT C – SPECIAL CONDITIONS AND CERTIFIED STANDARD ASSURANCES

The following program-specific requirements are imposed by the Federal sponsoring agency concerning special requirements of the law, program requirements, and other administrative requirements. These requirements apply to this Agreement and must be passed on to Subaward Subrecipients.

The following Special Conditions document is incorporated herein.

**The Children's Initiative
Grants
Fiscal Agent Certifications**

CERTIFIED ASSURANCES

The applicant hereby assures that, if an award is received under the PSN Program, the following requirements will be met:

Debarment, Suspension, Ineligibility, and Voluntary Exclusion

The applicant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Disclosure of Lobbying Activities Requirements (Exception: Indian tribes, organizations, or agencies)

The applicant certifies that no Federal appropriation funds have been paid or will be paid to any persons for influencing or attempting to influence an officer or employee of any Federal 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 grant, the making of any Federal grant, and the extension continuation, renewal, amendment, or modification of any Federal grant

The applicant further certifies that it will provide a "Disclosure of Lobbying Activities" form if and when any non-Federal funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the PSN Program.

SUPPLANTING CERTIFICATION

On behalf of the applicant, I hereby certify that I understand that any Federal funds received as a result of this application must be used to supplement existing funds for program activities and must not supplant those funds that have been appropriated for the same purpose, as funds set forth in the current edition of the Office of Justice Programs Financial Guide. Further, supplanting shall be reviewed during the application process, post-award monitoring, and project close-out.

If the Grants Management Bureau believes, based upon factual data, that supplanting may have occurred, then the Sub-recipient shall be required to supply documentation demonstrating that the reduction of non-Federal resources occurred for reasons other than the receipt or expected receipt of Federal funds.

Name of Applicant / Fiscal Agent



Signature of Certifying Official

Michel R. Moore

Printed Name of Certifying Official

Chief of Police

Title of Certifying Official

02/10/2021

Date

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

1. Type of Federal Action: <input checked="checked" type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance		2. Status of Federal Action: <input checked="checked" type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award		3. Report Type: <input checked="checked" type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____	
4. Name and Address of Reporting Entity: <input checked="checked" type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: City of Los Angeles - Los Angeles Police Department 100 First Street Los Angeles CA 90012 Congressional District, if known:			5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, if known: 25		
6. Federal Department/Agency: US Department of Justice Office of Justice Programs Bureau of Justice Assistance			7. Federal Program Name/Description: FY 2020 Project Safe Neighborhood CFDA Number, if applicable: 16.609		
8. Federal Action Number, if known:			9. Award Amount, if known: \$		
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI): N/A			b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI): N/A		
11. 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 reported to the Congress semi-annually and 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: <u>Michel R. Moore</u> Title: <u>Chief of Police</u> Telephone No.: <u>213-486-0380</u> Date: <u>2/10/2021</u>		
Federal Use Only:				Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)	

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

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: Los Angeles Police Department	
Address: 100 W. 1st 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: Brian Taft	
Telephone Number: 213-486-4710	E-Mail Address: N2766@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, _____ [responsible official], 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:

_____ [organization],

_____ [address].

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, Brian Taft [responsible official], certify that Los Angeles Police Department [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 2/11/2021 [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

Brian Taft, EEO Senior Analyst

2/11/2021

Print or Type Name and Title

Signature

Date

If a recipient agency, subawards a single award of \$500,000 or more then the granting agency should provide a list; including, name, address and DUNS # of each such sub-recipient.

If additional space is necessary, please duplicate this page.

INSTRUCTIONS

Completing the Certification Form

Compliance with the Equal Employment Opportunity Plan (EEOP) Requirements

The federal regulations implementing the Omnibus Crime Control and Safe Streets Act (Safe Streets Act) of 1968, as amended, require some recipients of financial assistance from the U.S. Department of Justice subject to the statute's administrative provisions to create, keep on file, submit to the Office for Civil Rights (OCR) at the Office of Justice Programs (OJP) for review, and implement an Equal Employment Opportunity Plan (EEOP). *See* 28 C.F.R. pt. 42, subpt. E. All awards from the Office of Community Oriented Policing Services (COPS) are subject to the EEOP requirements; many awards from OJP, including awards from the Bureau of Justice Assistance (BJA), the Office of Juvenile Justice and Delinquency Prevention (OJJDP), and the Office for Victims of Crime (OVC) are subject to the EEOP requirements; and many awards from the Office on Violence Against Women (OVW) are also subject to the EEOP requirements. If you have any questions as to whether your award from the U.S. Department of Justice is subject to the Safe Streets Act's EEOP requirements, please consult your grant award document, your program manager, or the OCR.

Recipients should complete *either* 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.

Section A

The regulations exempt some recipients from all of the EEOP requirements. Your organization may claim an exemption from all of the EEOP requirements if it meets any of the following criteria: it is a nonprofit organization, an educational institution, a medical institution, or an Indian tribe; *or* it received an award under \$25,000; *or* it has less than fifty employees. To claim the complete exemption from the EEOP requirements, complete Section A.

Section B

Although the regulations require some recipients to create, maintain on file, and implement an EEOP, the regulations allow some recipients to forego submitting the EEOP to the OCR for review. Recipients that (1) are a unit of state or local government, an agency of state or local government, or a private business; *and* (2) have fifty or more employees; *and* (3) have received a single grant award of \$25,000 or more, but less than \$500,000, may claim the limited exemption from the submission requirement by completing Section B. In completing Section B, the recipient should note that the EEOP on file has been prepared within twenty-four months of the date of the most recent grant award.

Section C

Recipients that (1) are a unit of state or local government, an agency of state or local government, or a private business, *and* (2) have fifty or more employees, *and* (3) have received a single grant award of \$500,000 or more, must prepare, maintain on file, *submit to the OCR for review*, and implement an EEOP. Recipients that have submitted an EEOP Utilization Report (or in the process of submitting one) to the OCR, should complete Section C.

Section D

Recipients that (1) receive a single award over \$500,000; *and* (2) subaward a single award of \$500,000 or more must provide a list; including, name, address and DUNS # of each such sub-recipient by completing Section D.

Submission Process

Recipients should download the online Certification Form, complete required sections, have the appropriate official sign it, electronically scan the signed document, and then send the signed document to the following e-mail address: EEOPForms@usdoj.gov. *The document must have the following title: EEOP Certification.* If you have questions about completing or submitting the Certification Form, please contact the Office for Civil Rights, Office of Justice Programs, 810 7th Street, NW, Washington, DC 20531 (Telephone: (202) 307-0690 and TTY: (202) 307-2027).

Public Reporting Burden Statement

Paperwork Reduction Act Notice. Under the Paperwork Reduction Act, a person is not required to respond to a collection of information unless it displays a current valid OMB control number. We try to create forms and instructions that are accurate, can be easily understood, and which impose the least possible burden on you to provide us with information. The estimated minimum average time to complete and file this application is 20 minutes per form. If you have any comments regarding the accuracy of this estimate, or suggestions for making this form simpler, you can write to the Office of Justice Programs, 810 7th Street, N.W., Washington, D.C. 20531.



**2020 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 2020 Project Safe Neighborhood application requires notification to the Children's Initiative via email should that current status change and the Los Angeles Police Department will act in accordance with the mandate.

Project Safe Neighborhoods Privacy Certification

PRIVACY CERTIFICATION

Sub-grantee, **Los Angeles Police Department**, certifies that data identifiable to a private person¹ 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):

In 2020, cities across the nation saw an unprecedented increase in violent crime. Los Angeles experienced an increase of nearly 30% in homicides. Violent crime in the form of gun-related and gang crime affected South Los Angeles the most. This proposal seeks funds to counteract the violence that has occurred in South LA, with a specific focus in the Los Angeles Police Department's (LAPD) Southeast Division. Herman Goldstein's problem-oriented policing model will serve as the framework for this project. This means that LAPD will scan and analyze the problem, respond to the problem appropriately, and assess the success or limitations of the approach. Analyses will be conducted to determine the nature of violent crime and gun violence. Research will be done to determine who is committing these acts, who is being victimized, and specific locations for the violence. It will involve a review of the incidents and arrests that occurred over the last two years in Southeast Division. We will determine appropriate responses to the problems and propose long-term and short-term strategies, which include the formation of a task force, collaboration with the Crime Gun Intelligence Center, and collaboration with Community Safety Partnership and other community-based programs.

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.

¹ 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."

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.

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

2/10/2021

Date

Subrecipient: Los Angeles Police Department
Subaward Number: PSN 20 - 037848012
Project: PSN 2020: Reducing Gun-related and Gang Crime in Los Angeles
FAIN: 2019-GP-BX-0080

EXHIBIT D – FEDERAL AGENCY REGULATIONS, UNIFORM GUIDANCE CITATIONS, AUTHORIZING PROGRAM STATUTE

The primary source document for these requirements is the Federal U.S. Department of Justice (DOJ) Grants Financial Guide, applicable Office of Management and Budget (OMB) Circulars, and the Code of Federal Regulations specific to 2 C.F.R. 200.

The federal DOJ Grants Financial Guide may be found at
https://www.ojp.gov/sites/g/files/xyckuh241/files/media/document/DOJ_FinancialGuide.pdf.

Additional information on OMB Circulars may be found at
<https://www.whitehouse.gov/omb/information-for-agencies/circulars/>.

The Code of Federal Regulations specific to 2 C.F.R. 200 may be found at https://www.ecfr.gov/cgi-bin/text-idx?SID=81fac8df714f68765b71f72ba000b5e1&mc=true&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl

Federal grant information may be found at:
<http://www.grants.gov>

EXHIBIT E - INSURANCE REQUIREMENTS

The Subrecipient shall keep in force and effect at all times during the term of the Agreement, including all extensions, the insurance specified in Exhibit E. Subrecipient shall ensure that any Subrecipients or Subcontractors maintain all insurance customary for the completion of the work done by that Subrecipient or Subcontractor and as required by the Children's Initiative.

Subrecipient shall provide the Children's Initiative with renewal or replacement evidence of insurance no later than thirty (30) days before the expiration or replacement of the required insurance.

The Children's Initiative shall be named as the Certificate Holder on the Certificate of Liability Insurance.

The Subrecipient shall obtain and maintain insurance coverage for real property and equipment acquired or improved with using Federal funds as provided to property owned by the Subrecipient. (2 C.F.R. 200.310).

1. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

- A. Commercial General Liability, Occurrence form, Insurance Services Office CG0001
- B. Automobile Liability covering all owned, non-owned, hired auto, Insurance Services Office CA0001
- C. Workers' Compensation insurance as required by state statute, and employers' liability insurance covering all Subrecipient, Contractor, and Subcontractor employees acting within the course and scope of their employment.
- D. Professional Liability (Errors & Omissions) required if Subrecipient provides or engages in any type of professional services, including but not limited to medical professional, counseling services, technical or legal services.
- E. Protected Information Liability insurance covering all loss of Confidential Information, such as Personally Identifiable Information (PII), Protected Health Information (PHI), Tax Information, and Criminal Justice Information (CJI), and claims based on alleged violations of privacy rights through improper use or disclosure of protected information.

2. MINIMUM LIMITS OF INSURANCE

Subrecipient shall maintain limits no less than:

- A. Commercial General Liability including Premises, Operations, Products, and Completed Operations, Contractual Liability, and Independent Contractors Liability:

Subrecipient: Los Angeles Police Department
Subaward Number: PSN 20 - 037848012
Project: PSN 2020: Reducing Gun-related and Gang Crime in Los Angeles
FAIN: 2019-GP-BX-0080

\$1,000,000 per occurrence for bodily injury, personal injury, and property damage.
The General Aggregate limit shall be \$2,000,000.

- B. Automobile Liability: \$1,000,000 each accident for bodily injury and property damage.
- C. Employer's Liability: \$1,000,000 each accident for bodily injury or disease. Coverage shall include waiver of subrogation endorsement in favor of the Children's Initiative.
- D. Professional Liability (Errors & Omissions): \$1,000,000 per occurrence or claim with an aggregate limit of not less than \$2,000,000. This coverage shall be maintained for a minimum of three years following the termination or completion of the Subaward pursuant to the Agreement.
- E. Protected Information Liability: \$1,000,000 per occurrence or claim with an aggregate not less than \$2,000,000.

If the Subrecipient maintains broader coverage and/or higher limits than the minimums shown above the Children's Initiative requires and shall be entitled to the broader coverage and/or higher limits maintained by the Subrecipient. As a requirement of this Agreement, any available insurance proceeds in excess of the specified minimum limits and coverage stated above shall also be available to the Children's Initiative.

3. ADDITIONAL INSURED

The Children's Initiative shall be named as additional insured on all commercial general liability policies (leases and construction contracts require additional insured coverage for completed operations) required of Subrecipient, Contractor, and Subcontractor.

For each commercial insurance plan provided by Subrecipient under the Subaward, Subrecipient shall provide to the Children's Initiative certificates evidencing Subrecipient's insurance.

4. PRIMACY OF COVERAGE

Coverage required of Subrecipient and each Contractor and Subcontractor shall be primary over any insurance or self-insurance program carried by Subrecipient or the Children's Initiative.

5. CANCELLATION

All commercial insurance policies shall include provisions preventing cancellation or non-renewal, except for cancellation based on non-payment of premiums, without at least thirty (30) days prior notice to Subrecipient. Subrecipient shall forward such notice to the Children's Initiative within seven (7) days of the Subrecipient's receipt of such notice.

6. SEVERABILITY OF INTEREST CLAUSE

Coverage applies separately to each insured, except with respect to the limits of liability, and that an act or omission by one of the named insureds shall not reduce or avoid coverage to the other named insureds.

General Provisions

7. QUALIFYING INSURERS

All insurance policies required by the Agreement shall be issued by insurance companies with an AM Best rating of A-VIII or better according to the Best's Key Rating guide.

8. EVIDENCE OF INSURANCE

Prior to the commencement of this Agreement, but in no event later than the effective date of the Agreement, Subrecipient shall furnish the Children's Initiative with a copy of the policy declaration and endorsement pages along with the certificates of insurance and amendatory endorsements affecting coverage required by this clause. Policy declaration and endorsement pages shall be included with renewal certificates and amendatory endorsements submissions and shall be furnished to the Children's Initiative within 30 (thirty) days of the expiration of the term of any required policy. Subrecipient shall permit the Children's Initiative at all reasonable times to inspect any required policies of insurance.

9. FAILURE TO OBTAIN OR MAINTAIN INSURANCE; REMEDIES

Subrecipient's failure to provide insurance specified or failure to furnish certificates of insurance and amendatory endorsements or failure to make premium payments required by such insurance shall constitute a material breach of the Agreement and the Children's Initiative may, at its option, terminate the Agreement for any such default by the Subrecipient.

10. NO LIMITATION TO OBLIGATIONS

The foregoing insurance requirements as to the types and limits of insurance coverage to be maintained by Subrecipient, and any approval of said insurance by the Children's Initiative are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by Subrecipient pursuant to the Agreement, including, but not limited to, the provisions concerning indemnification.

11. REVIEW OF COVERAGE

The Children's Initiative retains the right at any time to review the coverage, form, and amount of insurance required herein and may require Subrecipient to obtain insurance reasonably sufficient in coverage, form, and amount to provide adequate protection against the kind and extent of risk which exists at the time a change in insurance is required.

12. CLAIMS-MADE COVERAGE

If coverage is written on a "claims made" basis, the Certificate of Insurance shall clearly so state. In addition to the coverage requirements specified above, such policy shall provide that:

- A. The policy retroactive date coincides with or precedes Subrecipient's commencement of work under the Agreement (including subsequent policies purchased as renewals or replacements).
- B. Subrecipient will make every effort to maintain similar insurance during the required extended period of coverage following the expiration of the Agreement.
- C. If insurance is terminated for any reason, Subrecipient shall purchase an extended reporting provision of at least three years to report claims arising in connection with the Agreement.
- D. The policy allows for the reporting of circumstances or incidents that might give rise to future claims.

13. SUBCONTRACTORS' INSURANCE

Subrecipient shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Subrecipient shall ensure that the Children's Initiative is an additional insured on insurance required from subcontractors. Such Additional Insured endorsement shall be attached to the certificate of insurance in order to be valid and on a form at least as broad as ISO from CG 2010 11 85 or both CG 2010, CG 2026, CG 2033, or CG 2038; and CG 2037 forms if later revisions used. If any subcontractor's coverage does not comply with the foregoing provisions, Subrecipient shall defend and indemnify the Children's Initiative from any damage, loss, cost, or expense, including attorney's fees, incurred by the Children's Initiative as a result of the subcontractor's failure to maintain the required coverage.

14. SUBROGATION WAIVER

Subrecipient hereby grants to the Children's Initiative a waiver of their rights of subrogation, which any insurer of Subrecipient or its Contractors and Subcontractors may acquire against the Children's Initiative by virtue of the payment of any loss. Subrecipient agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the Children's Initiative for all work performed by the Subrecipient, its employees, agents, and subcontractors.

FAIN: 2019-GP-BX-0080