

LOS ANGELES POLICE COMMISSION

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POLICE COMMISSIONERS**

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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

February 11, 2026

BPC #26-025

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

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

Dear Honorable Members:

RE: 2026 – 2027 REGIONAL THREAT ASSESSMENT CENTER GRANT SUBAWARD
AND FUNDING AGREEMENT

At the regular meeting of the Board of Police Commissioners held on Tuesday, February 3, 2026, the Board APPROVED the Department's report regarding the above-referenced matter.

Accordingly, this report is respectfully submitted for your consideration and approval.

Respectfully,

BOARD OF POLICE COMMISSIONERS

Handwritten signature of Rebecca Munoz in cursive.

REBECCA MUNOZ
Commission Executive Assistant

Attachment

c: Chief of Police

INTRADEPARTMENTAL CORRESPONDENCE

YJS 1/23/26
26-025

January 23, 2026
14.1

TO: The Honorable Board of Police Commissioners

FROM: Chief of Police

SUBJECT: TRANSMITTAL FOR THE FISCAL YEAR 2026-27 REGIONAL THREAT ASSESSMENT CENTER GRANT SUBAWARD AND FUNDING AGREEMENT

RECOMMENDED ACTIONS

1. That the Board of Police Commissioners (Board) REVIEW and APPROVE this report.
2. That the Board TRANSMIT the attached Grant Subaward and Funding Agreement, pursuant to Administrative Code Section 14.6(a), to the Mayor, Office of the City Administrative Officer, Office of the Chief Legislative Analyst, and to 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, or designee, to accept the grant subaward, after a review of the terms and conditions by the City Attorney, for the Fiscal Year (FY) 2026-27 Regional Threat Assessment Center (2026 RTAC), in the amount of \$100,0000, commencing upon execution of the Funding Agreement through May 31, 2027, from the County of Los Angeles, by and through the Los Angeles County Sheriff's Department, with funding from the California Governor's Office of Emergency Services' FY 2024 Homeland Security Grant Program.
 - B. AUTHORIZE the Chief of Police, or designee, to negotiate and execute the attached Funding Agreement for the 2026 RTAC between the Los Angeles County Sheriff's Department and the Los Angeles Police Department (LAPD), subject to approval as to form by the City Attorney;
 - C. AUTHORIZE the LAPD to spend up to the total grant amount of \$100,000 in accordance with the grant subaward agreement;
 - D. AUTHORIZE the LAPD to submit grant reimbursement requests to the grantor and deposit grant receipts in the Police Department Grant Fund No. 339, Department No. 70;

- E. AUTHORIZE the Controller to set up the grant receivable and appropriate \$100,000 to appropriation account, account number to be determined, within Fund No. 339, Department 70, for the receipt and disbursement of 2026 RTAC grant funds;
- F. AUTHORIZE the Controller to increase appropriations, as needed, from the 2026 RTAC Grant, account number to be determined, in Fund No. 339, Department No. 70, to Fund No. 100, Department No. 70, account number and amount as follows:

<u>Account Name</u>	<u>Account #</u>	<u>Amount</u>
Sworn Overtime	001092	\$45,505
Related Costs	TBD	\$4,495

- G. INSTRUCT the City Clerk to place on Council Calendar on July 1, 2026, the following action relative to the 2026 RTAC Grant:

- a) Authorize the Controller to increase appropriation, as needed, from 2026 RTAC Grant, account number to be determined, in Fund No. 339, Department No. 70, to Fund No. 100, Department No. 70, account number and amount as follows:

<u>Account Name</u>	<u>Account #</u>	<u>Amount</u>
Sworn Overtime	001092	\$45,505
Related Costs	TBD	\$4,495

- H. AUTHORIZE the LAPD to prepare Controller instructions for any technical adjustments, as necessary to implement Mayor and Council intentions, subject to the approval of the City Administrative Officer, and authorize the Controller to implement the instructions.

DISCUSSION

The Los Angeles County (County) is the recipient of federal funding provided by the United States Department of Homeland Security, through California Governor's Office of Emergency Services, for the Fiscal Year 2024 Homeland Security Grant Program, for a three-year period from September 1, 2024, to May 31, 2027, pursuant to Grant Award Number 2024-0088; Cal OES ID Number 037-91034. The County granted LAPD a subaward of \$100,000 for LAPD's participation in the RTAC for FY 2026-2027.

The RTAC's mission is to direct, integrate, analyze, produce, and disseminate actionable information and intelligence in combating terrorism, as well as criminal activity within its assigned area of responsibility. The Joint Regional Intelligence Center (JRIC) is the RTAC for the Central District of California and houses analysts and investigators from local, state and federal law enforcement agencies. The JRIC assists agencies throughout the Southern California area that need in-depth analytical work on criminal cases where a terrorism nexus exists.

As the major contributor of personnel to the JRIC, the grant award has allocated LAPD overtime funding to perform the following tasks, among others:

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

If you have any questions, please contact Senior Management Analyst II Barbra Montesquieu, Strategic Policing and Policies Division, Grants Section, at (213) 486-0380.

Respectfully,



JIM McDONNELL
Chief of Police

**BOARD OF
POLICE COMMISSIONERS**
Approved *February 3, 2026*
Secretary *Rebecca J. King*

Attachment

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

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

1. PURPOSE

- A. The County is the recipient of federal funding provided by the U.S. Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA) through Cal OES for the Fiscal Year (FY) 2024 HSGP for a three-year period from September 1, 2024 to May 31, 2027, pursuant to Grant Award Number 2024-0088; Cal OES ID Number 037-91034.
- B. The County desires to grant LAPD a subaward of FY 2024 HGSP funding for LAPD's participation in the RTAC Program.
- C. This Agreement includes award information as follows:
 - Name: Los Angeles Police Department
 - UEI Number: HAC7HNDLD115
 - Federal Award Identification Number (FAIN): 2024-0088
 - Federal Award Date: October 28, 2024
 - Period of Performance Start and End Date: As set forth below in Section 5, Term.
 - Total Amount of Federal Funds in this Agreement: **\$100,000**
 - Catalog of Federal Domestic Assistance (CFDA) Number: 97.067
 - Project Name: Regional Threat Assessment Center (RTAC)
 - Research & Development: No

2. LAPD OBLIGATIONS

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

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- C. LAPD, agrees to comply with all applicable requirements of Grant Award Number 2024-0088; Cal OES ID Number 037-91034, and all applicable Federal and State FY 2024 HSGP requirements and guidelines, including, but not limited to, those set forth in the FY 2024 HSGP Federal Notice of Funding Opportunity (NOFO), FY 2024 HSGP State Guidance/California Supplement to NOFO, FY 2024 DHS Standard Terms and Conditions Version 3, and FY 2024 Cal OES HSGP Standard Assurances reference in Exhibit A. All requirements are incorporated herein by this reference.

- D. LAPD shall maintain adequate fiscal and project books, records, documents, and other evidence pertinent to LAPD's participation in the RTAC Program pursuant to this Agreement in accordance with generally accepted accounting principles. Adequate supporting documentation shall be maintained in such detail so as to permit tracing transactions from the invoices to the accounting records, to the supporting documentation. These records shall be maintained for a minimum of three years from the County's submission of the final Biannual Strategy Implementation Report showing all grant funds have been expended.

- E. LAPD shall make books, records, documents, and other evidence available to the County, DHS, and Cal OES or their authorized representatives or designees, and the Comptroller General of the United States and any other Federal or State auditors or authorized representatives or designees during the term of this Agreement and for three years from the County's submission of the final Biannual Strategy Implementation Report showing all grant funds have been expended. LAPD shall provide suitable facilities for access, monitoring, inspection, and copying of books and records related to the grant-funded project under this Agreement. Failure to maintain all grant records for the required retention period could result in a reduction of grant funds, and an invoice to return costs associated with unsupported activities.

- F. LAPD shall provide to the County, DHS, and Cal OES, or any of their authorized representatives or designees, suitable access to the project activities under this Agreement, sites, and staff at all reasonable times during the term of this Agreement.

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3. DEPARTMENT OBLIGATIONS

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

4. PAYMENT TERMS

- A. For the period commencing upon execution of this Agreement through May 31, 2027 or the closing of the grant performance period, the County, acting by and through the Department, shall utilize FY 2024 HSGP (Grant Number 2024-0088; Cal OES ID Number 037-91034) grant funding to reimburse LAPD in an amount not to exceed **one hundred thousand dollars (\$100,000)**, which is reimbursable for hourly overtime costs at one hundred percent (100%).
- B. LAPD shall submit a detailed invoice of expenses in a prescribed format to the Department for actual expenditures incurred on a monthly basis and in arrears, on or before the fifteenth (15th) calendar day of each month. One hundred percent (100%) of actual hourly overtime worked (at time and one-half) will be reimbursed from the HSGP grant award subject to the FY 2024 HSGP grant requirements. LAPD shall submit invoices with itemized supporting documentation (name, job description, hours, rate of pay, rate components, functional time sheets, payroll registers, payment vouchers, invoices) of services provided. LAPD shall send all invoices to:

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

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FOR REGIONAL THREAT ASSESSMENT CENTER
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- C. LAPD shall only invoice the County, acting by and through the Department, for eligible project costs in accordance with Grant Award Number 2024-0088; Cal OES ID Number 037-91034, and applicable Federal and State FY 2024 HSGP requirements and guidelines.
- D. Upon approval of the invoice by the RTAC Program Manager, the invoice will be forwarded to the Department's Grants Accounting Unit for payment to LAPD within thirty (30) calendar days of receipt of invoice by the Department's Grants Accounting Unit.

5. TERM

- A. The term of this Agreement shall commence upon the date of execution by both parties, and shall terminate on May 31, 2027, unless sooner extended or terminated.
- B. This Agreement may be terminated by either party for any reason with thirty (30) calendar days advance written notice to the other party.
- C. This Agreement shall be immediately terminated if funding sources from Cal OES become unavailable or the RTAC Program is dissolved.

6. INDEMNIFICATION

- A. LAPD shall indemnify, defend and hold harmless the County, its trustees, officers, agents, and employees from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of LAPD, its trustees, officers, agents or employees.
- B. The County shall indemnify, defend and hold harmless LAPD, its trustees, officers, agents, and employees from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the County, its trustees, officers, agents or employees.

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7. AMENDMENTS

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

8. COMPLIANCE WITH APPLICABLE LAW

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

9. INDEPENDENT CONTRACTOR STATUS

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

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10. VALIDITY AND WAIVER

- A. If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.
- B. No waiver by the County of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this Section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

11. AUTHORIZATION WARRANTY

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

12. RATIFICATION

Due to the need for the Contractor's services to be provided expeditiously, Contractor may have provided services prior to the execution of this Agreement. To the extent that Contractor's services were performed in accordance with the terms and conditions of this Agreement, those services are hereby ratified.

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AND
LOS ANGELES POLICE DEPARTMENT**

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

COUNTY OF LOS ANGELES

By: _____
ROBERT G. LUNA, SHERIFF

Date

LOS ANGELES POLICE DEPARTMENT

By: _____
JIM MCDONNELL, CHIEF

Date

APPROVED AS TO FORM:
DAWN R. HARRISON
County Counsel

By: _____
Principal Deputy County Counsel

APPROVED AS TO FORM:
HYDEE FELDSTEIN SOTO
City Attorney

By: _____
BARAK VAUGHN
Deputy City Attorney

Date



FY 2024 Standard Assurances For Cal OES Federal Non-Disaster Preparedness Grant Programs

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

The requirements outlined in these assurances apply to Applicant and any of its subrecipients.

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

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

Federal Regulations

Government cost principles, uniform administrative requirements, and audit requirements for federal grant programs are set forth in Title 2, Part 200 of the Code of Federal Regulations (C.F.R.) and adopted by the Department of Homeland Security (DHS) at 2 C.F.R. Part 3002.10. Updates are issued by the Office of Management and Budget (OMB) and can be found at <http://www.whitehouse.gov/omb/>.

In the event Cal OES determines that changes are necessary to the subaward after a subaward has been made, including changes to period of performance or terms and conditions, Applicants will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate Applicant acceptance of the changes to the subaward.

State and federal grant award requirements are set forth below. The Applicant hereby agrees to comply with the following:

1. Proof of Authority

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



FY 2024 Standard Assurances For Cal OES Federal Non-Disaster Preparedness Grant Programs

- (a) To provide all matching funds required for the grant project and that any cash match will be appropriated as required;
- (b) Any liability arising out of the performance of this agreement shall be the responsibility of the Applicant and the city council, governing board, or authorized body;
- (c) Grant funds shall not be used to supplant expenditures controlled by the city council, governing board, or authorized body;
- (d) The Applicant is authorized by the city council, governing board, or authorized body to apply for federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-federal share of project cost, if any) to ensure proper planning, management and completion of the project described in this application; and
- (e) The official executing this agreement is authorized by the Applicant.

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

2. **Period of Performance**

The period of performance is specified in the Award. The Applicant is only authorized to perform allowable activities approved under the award, within the period of performance.

3. **Lobbying and Political Activities**

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

- (a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.



FY 2024 Standard Assurances For Cal OES Federal Non-Disaster Preparedness Grant Programs

- (b) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (c) The Applicant shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

4. Debarment and Suspension

As required by Executive Orders 12549 and 12689, and 2 C.F.R. § 200.214 and codified in 2 C.F.R. Part 180, Debarment and Suspension, the Applicant will provide protection against waste, fraud, and abuse by debarring or suspending those persons deemed irresponsible in their dealings with the federal government. The Applicant certifies that it and its subrecipients:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
- (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;



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- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (4)(b) of this certification; and
- (d) Have not within a three-year period preceding this application had one or more public transaction (federal, state, or local) terminated for cause or default.

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

5. Non-Discrimination and Equal Employment Opportunity

The Applicant will comply with all state and federal statutes relating to non-discrimination, including:

- (a) Title VI of the Civil Rights Act of 1964 (Public Law (P.L.) 88-352 and 42 U.S.C. § 2000d et. seq.) which prohibits discrimination on the basis of race, color, or national origin and requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services;
- (b) Title IX of the Education Amendments of 1972, (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex in any federally funded educational program or activity;
- (c) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794), which prohibits discrimination against those with disabilities or access and functional needs;
- (d) Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. § 12101 et seq.), which prohibits discrimination on the basis of disability and requires buildings and structures be accessible to those with disabilities and access and functional needs;
- (e) Age Discrimination Act of 1975, (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age;
- (f) Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd—2), relating to confidentiality of patient records regarding substance abuse treatment;
- (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), relating to nondiscrimination in the sale, rental or financing of housing as implemented by the Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units — i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators) — be designed and constructed with certain accessible features (See 24 C.F.R. § 100.201);



FY 2024 Standard Assurances For Cal OES Federal Non-Disaster Preparedness Grant Programs

- (h) Executive Order 11246, which prohibits federal contractors and federally assisted construction contractors and subcontractors, who do over \$10,000 in Government business in one year from discriminating in employment decisions on the basis of race, color, religion, sex, sexual orientation, gender identification or national origin;
- (i) Executive Order 11375, which bans discrimination on the basis of race, color, religion, sex, sexual orientation, gender identification, or national origin in hiring and employment in both the United States federal workforce and on the part of government contractors;
- (j) California Public Contract Code § 10295.3, which prohibits discrimination based on domestic partnerships and those in same sex marriages;
- (k) DHS policy to ensure the equal treatment of faith-based organizations, under which the Applicant must comply with equal treatment policies and requirements contained in 6 C.F.R. Part 19;
- (l) The California's Fair Employment and Housing Act (FEHA) (California Government Code §§ 12940-12957), as applicable. FEHA prohibits harassment and discrimination in employment because of ancestry, familial status, race, color, religious creed (including religious dress and grooming practices), sex (which includes pregnancy, childbirth, breastfeeding and medical conditions related to pregnancy, childbirth or breastfeeding), gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, mental and physical disability, genetic information, medical condition, age, pregnancy, denial of medical and family care leave, or pregnancy disability leave, military and veteran status, and/or retaliation for protesting illegal discrimination related to one of these categories, or for reporting patient abuse in tax supported institutions;
- (m) Any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and
- (n) The requirements of any other nondiscrimination statute(s) that may apply to this application.

Civil Rights Policies for Program Beneficiaries and Subrecipients of DHS funding, pertaining to the following are available on the Cal OES website:

- Non-discrimination in Programs & Services
- Reasonable Accommodation for Program Beneficiaries
- Language Access Policy



FY 2024 Standard Assurances For Cal OES Federal Non-Disaster Preparedness Grant Programs

6. Drug-Free Workplace

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

7. Environmental Standards

The Applicant will comply with state and federal environmental standards, including:

- (a) The California Environmental Quality Act (CEQA) (California Public Resources Code §§ 21000-21177), to include coordination with the city or county planning agency;
- (b) CEQA Guidelines (California Code of Regulations, Title 14, Division 6, Chapter 3, §§ 15000-15387);
- (c) The Federal Clean Water Act (CWA) (33 U.S.C. § 1251 et seq.), which establishes the basic structure for regulating discharges of pollutants into the waters of the United States and regulating quality standards for surface waters;
- (d) The Federal Clean Air Act of 1955 (42 U.S.C. § 7401) which regulates air emissions from stationary and mobile sources;
- (e) Institution of environmental quality control measures under the National Environmental Policy Act (NEPA) of 1969 (P.L. 91-190); the Council on Environmental Quality Regulations for Implementing the Procedural Provisions of NEPA; and Executive Order 12898 which focuses on the environmental and human health effects of federal actions on minority and low-income populations with the goal of achieving environmental protection for all communities;
- (f) Evaluation of flood hazards in floodplains in accordance with Executive Order 11988;
- (g) Executive Order 11514 which sets forth national environmental standards;
- (h) Executive Order 11738 instituted to assure that each federal agency empowered to enter into contracts for the procurement of goods, materials, or services and each federal agency empowered to extend federal assistance by way of grant, loan, or contract shall undertake such procurement and assistance activities in a manner that will result in effective enforcement of the Clean Air Act and the Federal Water Pollution Control Act Executive Order 11990 which requires preservation of wetlands;
- (i) The Safe Drinking Water Act of 1974, (P.L. 93-523);
- (j) The Endangered Species Act of 1973, (P.L. 93-205);



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- (k) Assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.);
- (l) Conformity of Federal Actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); and
- (m) The Wild and Scenic Rivers Act of 1968 (16 U.S.C. § 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

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

8. Audits

For subrecipients expending \$1,000,000 or more in federal grant funds annually, the Applicant will perform the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and C.F.R., Part 200, Subpart F Audit Requirements.

9. Cooperation and Access to Records

The Applicant must cooperate with any compliance reviews or investigations conducted by DHS. In accordance with 2 C.F.R. § 200.337, the Applicant will give the awarding agency, the Comptroller General of the United States and, if appropriate, the state, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award. The Applicant will require any subrecipients, contractors, successors, transferees and assignees to acknowledge and agree to comply with this provision.

10. Conflict of Interest

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

11. Financial Management

False Claims for Payment - The Applicant will comply with 31 U.S.C §§ 3729-3733 which provides that Applicant shall not submit a false claim for payment, reimbursement, or advance.



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12. Reporting - Accountability

The Applicant agrees to comply with applicable provisions of the Federal Funding Accountability and Transparency Act (FFATA) (P.L. 109-282), including but not limited to (a) the reporting of subawards obligating \$30,000 or more in federal funds, and (b) executive compensation data for first-tier subawards as set forth in 2 C.F.R. Part 170, Appendix A. The Applicant also agrees to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A.

13. Whistleblower Protections

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

14. Human Trafficking

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

15. Labor Standards

The Applicant will comply with the following federal labor standards:

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

16. Worker's Compensation

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



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17. Property-Related

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

- (a) Comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchase;
- (b) Comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires federal award subrecipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more;
- (c) Assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470), Executive Order 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. § 469a-1 et seq.); and
- (d) Comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. § 4831 and 24 CFR Part 35) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

18. Certifications Applicable Only to Federally-Funded Construction Projects

For all construction projects, the Applicant will:

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



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19. Use of Cellular Device While Driving is Prohibited

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

20. California Public Records Act and Freedom of Information Act

The Applicant acknowledges that all information submitted in the course of applying for funding under this program, or provided in the course of an entity's grant management activities that are under Federal control, is subject to the Freedom of Information Act (FOIA), 5 U.S.C. § 552, and the California Public Records Act, California Government Code §7920.000 et seq. The Applicant should consider these laws and consult its own State and local laws and regulations regarding the release of information when reporting sensitive matters in the grant application, needs assessment, and strategic planning process.

21. Acknowledgment of Federal Funding from DHS

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

22. Activities Conducted Abroad

The Applicant must coordinate with appropriate government authorities when performing project activities outside the United States and obtain all appropriate licenses, permits, or approvals.

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

DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. If the Applicant collects PII, the Applicant is required to have a publicly-available privacy policy that describes standards on the usage and maintenance of the PII they collect. The Applicant may refer to the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as a useful resource.



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24. Copyright

Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 to any work first produced under federal awards and also include an acknowledgement that the work was produced under a federal award (including the federal award number and federal awarding agency). As detailed in 2 C.F.R. § 200.315, a federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use the work for federal purposes and to authorize others to do so.

25. Duplicative Costs

Applicants are prohibited from charging any cost to this federal award that will be included as a cost or used to meet cost sharing or matching requirements of any other federal award in either the current or a prior budget period. (See 2 C.F.R. § 200.403(f)). However, recipients may shift costs that are allowable under two or more federal awards where otherwise permitted by federal statutes, regulations, or the federal financial assistance award terms and conditions.

26. Energy Policy and Conservation Act

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

27. Federal Debt Status

The Applicant is required to be non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129.

28. Fly America Act of 1974

The Applicant must comply with Preference for United States Flag Air Carriers: (a list of certified air carriers can be found at: Certificated Air Carriers List | US Department of Transportation, <https://www.transportation.gov/policy/aviation-policy/certificated-air-carriers-list>) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.



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29. Hotel and Motel Fire Safety Act of 1990

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

30. Non-supplanting Requirement

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

31. Patents and Intellectual Property Rights

Recipients are subject to the Bayh-Dole Act, 35 U.S.C. § 200 et seq. and applicable regulations governing inventions and patents, including the regulations issued by the Department of Commerce at 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms under Government Awards, Contracts, and Cooperative Agreements) and the standard patent rights clause set forth at 37 C.F.R. § 401.14.

32. SAFECOM

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

33. Terrorist Financing

The Applicant must comply with Executive Order 13224 and United States law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. The Applicant is legally responsible for ensuring compliance with the Order and laws.

34. Reporting of Matters Related to Recipient Integrity and Performance

If the total value of the Applicant's currently active grants, cooperative agreements, and procurement contracts from all federal assistance offices exceeds \$10,000,000 for any period of time during the period of performance of this federal financial assistance award, the Applicant must comply with the requirements set forth in the



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government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

35. USA Patriot Act of 2001

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

36. Use of DHS Seal, Logo, and Flags

The Applicant must obtain written permission from DHS prior to using the DHS seals, logos, crests, or reproductions of flags, or likenesses of DHS agency officials. This includes use of DHS component (e.g., FEMA, CISA, etc.) seals, logos, crests, or reproductions of flags, or likenesses of component officials.

37. Performance Goals (HSGP and NSGP)

In addition to the Biannual Strategy Implementation Report submission requirements outlined in the Preparedness Grants Manual, the Applicant must demonstrate how the grant-funded project addresses the core capability gap associated with each project. The capability gap reduction must be addressed in the Project Description of the BSIR for each project.

38. Applicability of DHS Standard Terms and Conditions to Tribes

The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon the Applicant and flow down to any of its subrecipients as a matter of law, regulation, or executive order. If the requirement does not apply to Indian tribes or there is a federal law or regulation exempting its application to Indian tribes, then the acceptance by Tribes of, or acquiescence to, DHS Standard Terms and

Conditions does not change or alter its inapplicability to an Indian tribe. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribe where it does not already exist.

39. Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

The Applicant must comply with the "Build America, Buy America" Act (BABAA), enacted as part of the Infrastructure Investment and Jobs Act and Executive Order 14005. Applicants receiving a federal award subject to BABAA requirements may not use federal financial assistance funds for infrastructure projects unless:



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- (a) All iron and steel used in the project are produced in the United States – this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- (b) All manufactured products used in the project are produced in the United States – this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
- (c) All construction materials are manufactured in the United States – this means that all manufacturing processes for the construction material occurred in the United States.

The "Buy America" preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. It does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

Per section 70914(c) of BABAA, FEMA may waive the application of a Buy America preference under an infrastructure program in certain cases.

40. E.O. 14074 – Advancing Effective, Accountable Policing and Criminal Justice Practices to Enhance Public Trust and Public Safety

Recipient State, Tribal, local, or territorial law enforcement agencies must comply with the requirements of section 12(c) of E.O. 14074. Recipient State, Tribal, local, or territorial law enforcement agencies are also encouraged to adopt and enforce policies consistent with E.O. 14074 to support safe and effective policing.



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IMPORTANT

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

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

All of the language contained within this document must be included in the award documents for all subawards at all tiers. Applicants are bound by the DHS Standard Terms and Conditions 2024, Version 2, hereby incorporated by reference, which can be found at: <https://www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions>.

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

Applicant: County of Los Angeles Sheriff's Department

Signature of Authorized Agent: R. Luna

Printed Name of Authorized Agent: Robert G. Luna

Title: Sheriff

Date: 3.18.25