

---

**From:** Lopez, Freddy <freddy.lopez@tdg.ucla.edu>  
**Sent:** Monday, May 11, 2020 4:03 PM  
**To:** Brantingham, P. Jeffery;Samuel Petty  
**Cc:** James Aceron;Dominic Choi  
**Subject:** Re: LAPD\_Brantingham\_MTA2020-00001299 [ACISR-20-1218]  
**Attachments:** LAPD\_Brantingham\_MTA2020-00001299 - 05.04.2020.docx

**ATTENTION: This email originated outside of LAPD. Do not click on links or open attachments unless you recognize the sender and know the content is safe.**

Hello All,

I hope this message finds you well. The attached document draft includes the referenced language below (minus some edits). Please let me know if you need anything else from our side.

Best,

**Freddy R. Lopez**

ISR-MTA Associate

UCLA Technology Development Group  
10889 Wilshire Blvd., Suite 920  
Los Angeles, CA 90095-7191  
(310) 794-0557 | [freddy.lopez@tdg.ucla.edu](mailto:freddy.lopez@tdg.ucla.edu)



[www.tdg.ucla.edu](http://www.tdg.ucla.edu)

---

**From:** Jeff Brantingham <branting@ucla.edu>  
**Sent:** Friday, May 1, 2020 1:10 PM  
**To:** Samuel Petty <samuel.petty@lacity.org>; Lopez, Freddy <freddy.lopez@tdg.ucla.edu>  
**Cc:** James Aceron <n5254@lapd.online>; Dominic Choi <32350@lapd.online>  
**Subject:** Re: LAPD\_Brantingham\_MTA2020-00001299 [ACISR-20-1218]

Dear Sam:

I provided Fredy Lopez at UCLA with updated language for the opening paragraphs of the NDA. This language broadens the scope of the data to cover all of the existing and planned future projects that I am working on for LAPD.

I will let Freddy take it over from here according to appropriate procedures. I include that suggested language here, though, as a heads-up.

Sincerely,  
Jeff Brantingham

Draft language (included as "track changes" in Word document sent to Freddy Lopez).

Data-informed and community engaged policing requires constant innovation in theory and methods of data analysis and the development of new analytic tools for use in the field. This research seeks to understand patterns in crime, police operations and investigative practice using data provided by the LAPD ("Purpose").

These data provide by the LAPD may include calls-for-service records, crime event records, arrest event records, historical police patrol information, criminal investigative records and police body-worn video. These data will be used to support ongoing and future research projects including, but not limited to analysis of: (1) spatial and temporal trends in crime and disorder; (2) evaluation of spatial and temporal trends in police patrol; (3) continued evaluation of the impact of Mayor's Office of Gang Reduction Youth Development (GRYD) programs; (4) continued evaluation of the Community Safety Partnership; (5) development of advanced analytics for police body-worn video; and (6) development of advanced analytics for homicide investigation (i.e., the "Murder Book" research with the LAPD Homicide Library).

The results of this research may be of use to the LAPD in their mission to further data-informed and community engaged policing.

On Fri, May 1, 2020 at 11:38 AM Dominic Choi <32350@lapd.online> wrote:

Hi Sam,

Thanks for the quick work on this. My preference would be to broaden the data set/information for all of UCLA/Dr. Brantingham's projects, so we only have to do this once. I spoke with Jeff and he/UCLA is supportive. I hope this doesn't cause too much of an issue. I've included Jeff in this response.

Thank you all,

DOMINIC H. CHOI, Deputy Chief  
Chief of Staff  
Office of the Chief of Police

---

**From:** Samuel Petty <[samuel.petty@lacity.org](mailto:samuel.petty@lacity.org)>  
**Sent:** Friday, May 1, 2020 10:01 AM  
**To:** Dominic Choi <32350@lapd.online>; James Aceron <n5254@lapd.online>  
**Subject:** Fwd: LAPD\_Brantingham\_MTA2020-00001299 [ACISR-20-1218]

**ATTENTION:** This email originated outside of LAPD. Please use caution when clicking on hyperlinks or opening attachments if you are unfamiliar with the sender.

Hi Dominic,

It looks like we are closer on this. At your earliest convenience would you please confirm what data is being shared? I think we may want to be clear that this NDA applies only to that particular data set, absent an amendment.

Thanks,  
Sam

----- Forwarded message -----

From: **Lopez, Freddy** <[freddy.lopez@tdg.ucla.edu](mailto:freddy.lopez@tdg.ucla.edu)>

Date: Fri, Apr 24, 2020 at 3:22 PM

Subject: RE: LAPD\_Brantingham\_MTA2020-00001299 [ACISR-20-1218]

To: [samuel.petty@lacity.org](mailto:samuel.petty@lacity.org) <[samuel.petty@lacity.org](mailto:samuel.petty@lacity.org)>

Cc: Brantingham, P. Jeffery <[branting@ucla.edu](mailto:branting@ucla.edu)>

Hello Samuel,

My name is Freddy Lopez and I am assisting Dr. Brantingham with this matter. Please find attached to this message a converted word document with our edits and redlines ready for your review.

I look forward to working with you on this matter.

Kind Regards,

**Freddy R. Lopez**

ISR-MTA Associate

UCLA Technology Development Group

10889 Wilshire Blvd., Suite 920

Los Angeles, CA 90095-7191

(310) 794-0557 | [freddy.lopez@tdg.ucla.edu](mailto:freddy.lopez@tdg.ucla.edu)

[www.tdg.ucla.edu](http://www.tdg.ucla.edu)

--

Sam Petty

Deputy City Attorney

General Counsel Division

Los Angeles City Attorney's Office

200 North Main Street, 8th Floor

Los Angeles, California 90012

(213) 978-7100 - Telephone

[Samuel.Petty@lacity.org](mailto:Samuel.Petty@lacity.org)

\*\*\*\*\*Confidentiality Notice\*\*\*\*\*

This electronic message transmission contains information

from the Office of the Los Angeles City Attorney, which may be confidential or protected by the attorney-client privilege and/or the work product doctrine. If you are not the intended recipient, be aware that any disclosure, copying,

distribution or use of the content of this information is prohibited. If you have received this communication in error, please notify us immediately by e-mail and delete the original message and any attachments without reading or saving in any manner.

\*\*\*\*\*

## **CONFIDENTIALITY AND NONDISCLOSURE AGREEMENT**

**Between**

**THE LOS ANGELES POLICE DEPARTMENT**

**And**

**THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, ON**

**BEHALF OF ITS LOS ANGELES CAMPUS (UCLA)**

**DR. P. JEFFREY BRANTINGHAM**

**(Hereafter "Requestor")**

Requestor is entering this confidential and nondisclosure agreement ("Agreement") on behalf of its employee Dr. Jeffrey Brantingham ("Principal Investigator"). The undersigned hereby agree to the following as conditions to the receipt and utilization of data from the Los Angeles Police Department ("LAPD"), for the purposes of assisting the LAPD. "Party" if referring to either Requestor or LAPD in the singular and "Parties" when referring to both Requestor and LAPD in the plural.

Changes in daily routines among the public at large brought on by social distancing and stay-at-home orders are expected to impact the volume and distribution of crime and disorder. Data-informed and community engaged policing requires constant innovation in theory and methods of data analysis and the development of new analytic tools for use in the field. This research seeks to track those changes using calls-for-service; The Requestor's Principal Investigator, through this research and associated project(s), seeks to understand patterns in crime, police operations and investigative practice using proprietary data ("Data") - crime and arrest data provided to the Requestor by the LAPD ("Purpose").

-These Data provided by the LAPD may include calls-for-service records, crime event records, arrest event records, historical police patrol information, criminal investigative records and police body-worn video. These Data will be used to support ongoing and future research projects including, but not limited to analysis of: (1) spatial and temporal trends in crime and disorder; (2) evaluation of spatial and temporal trends in police patrol; (3) continued evaluation of the impact of Mayor's Office of Gang Reduction Youth Development (GRYD) programs; (4) continued evaluation of the Community Safety Partnership; (5) development of advanced analytics for police body-worn video; and (6) development of advanced analytics for homicide investigation (i.e., the "Murder Book" research with the LAPD Homicide Library).

The results of this research may be of use to the LAPD in the tactical and strategic management of resources during the crisis in their mission to further data-informed and community engaged policing.

**Commented [u1]:** Is the right to publish preserved?

## **1. Protected Confidential Materials**

"Protected Confidential Materials" includes Data, shall be visibly marked and includes all information and data, whether originals or copies, including but not limited to reports, documents, notes, interviews, electronically stored data, photographs, charts or any other information supplied to Requestor by or on behalf of the LAPD, and if oral disclosure of information occurs, such will be reduced to writing within thirty (30) days, which the providing party has dated and marked as "Confidential", and any derivatives of the same Requestor. Requestor shall treat all Protected Confidential Materials as non-public and protected from disclosure or dissemination, in accordance with the terms of this Agreement.

Protected Confidential Materials does not include:

- A. Any information publicly disclosed by LAPD;
- B. Any information LAPD, in writing, authorizes Requestor to disclose without restrictions;
- C. Any information Requestor already lawfully knows at the time it is disclosed by Requestor, without an obligation to keep it confidential;
- D. Any information Requestor lawfully obtains from any source other than LAPD, provided that such source lawfully disclosed such information; or
- E. Any information Requestor independently develops without use of or reference to LAPD's Information; or

E.F. If required disclosure by law.

## **2. Treatment and Use of Protected Confidential Materials**

Requestor's Principal Investigator shall draft and deliver to the LAPD a confidential report (the "Confidential Report") in which Requestor shall articulate the results of Requestor's analysis of the Protected Confidential Materials and such other related analyses as requested by the LAPD.

Requestor hereby agrees that all Protected Confidential Materials to which he/its Principal Investigator is given access shall remain the property of the City of Los Angeles ("City"). Such materials shall be used only for the Confidential Report and shall not be used for any other purpose not described in this Agreement. Requestor agrees not to copy, disseminate, or allow access to any Protected Confidential Materials. No license under any trademark, patent, copyright, trade secret or other intellectual property or proprietary right is either granted or implied by disclosure of Protected Confidential Materials to Requestor except for the sole right to use the Protected Confidential Materials in relation to the Project and in accordance with this Agreement.

Formatted: Font: 12 pt

Formatted: Indent: Left: 0.39", Hanging: 0.25", Right: 0", No bullets or numbering, Tab stops: Not at 0.65"

Formatted: Font: 12 pt

Requestor shall maintain all Protected Confidential Materials and summaries, synopses or abstracts thereof in strict confidence for a period of five (5) years in perpetuity from the effective date of this Agreement, shall not disclose such Protected Confidential Materials to any third party without the prior written consent of the LAPD, and shall not use Protected Confidential Materials only for Purpose identified herein such material for its own benefit or for the benefit of any third party except for the proof of concept agreed to and consented by both Parties in writing.

Requestor further agrees to secure any Protected Confidential Materials received from the LAPD in such a way that unauthorized persons or entities cannot retrieve the information by any means, including but not limited to access via computer, remote terminal, or by any other electronic or non-electronic means.

Requestor acknowledges the confidential nature of the Protected Confidential Materials supplied by the LAPD, and agrees that disclosure by Requestor or any individual or group of individuals at the request or direction of anyone not directly in this Agreement is strictly prohibited.

### **3. Return of Protected Confidential Materials**

Upon receipt of the Confidential Report, the City may at its sole discretion, require Requestor to immediately return all Protected Confidential Materials in their possession or control, including any and all copies (whether electronic or non-electronic), to the LAPD. Requestor hereby agree that all protected confidential information to which Requestor is given access shall remain the property of the City. Such property shall be used only for the purpose of preparing the Confidential Report and shall not be used for any other purpose not described in this Agreement.

If the LAPD requires Requestor to return Protected Confidential Materials, Requestor shall certify in writing that it has returned to the LAPD all originals and copies of the material provided under this Agreement. The LAPD may also require Requestor to delete, remove, purge or otherwise destroy all Protected Confidential Materials provided to Requestor for delivery of the Confidential Report.

### **6.4. LAPD Approval for Disseminating the Confidential Report**

Notwithstanding anything in this Agreement to the contrary, the City, acting by and through the LAPD retains sole authority to approve disseminating to individuals, agencies, organizations or entities not parties to this Agreement specific information regarding the services, reports, deliverables and other materials resulting from this Agreement. "Dissemination" as used in this Agreement includes but is not limited to printed and online public relations and advertising materials for Requestor services or participation under this Agreement. Requestor shall neither disseminate nor allow for the dissemination of any Protected Confidential Materials, including the Confidential Report, absent receipt of the express written consent of the LAPD in advance of any such dissemination.

← Formatted: Indent: Left: 0"

Commented [u2]: Confirm PI's acknowledgement.

### **7.5. Monitoring of Compliance and Demand for Document Return**

Upon 24 hours prior notice and Requestor's ability to reasonably accommodate such request, the LAPD may audit and review Requestor's activities and policies to ensure compliance with the requirements and conditions of this Agreement. If the LAPD determines that the requirements and conditions of this Agreement are not being satisfactorily met, it may require the immediate return of all copies of the Protected Confidential Materials obtained under this Agreement, take such action as deemed appropriate to protect the security and privacy of this material, and refuse any future requests for information or records from Requestor.

**Commented [u3]:** Confirm PI's acknowledgement.

#### **8.6. Protection of Personal Identifying Information**

In order to protect the identities of any persons whose records are supplied to Requestor under this Agreement, Requestor agrees to:

- A. Use the Protected Confidential Materials furnished under this Agreement only for the Purpose described in this Agreement;
- B. Replace the name and other personal identifiers with an alphanumeric or other appropriate code upon LAPD's request;
- C. Restrict access of all data supplied by LAPD to those individuals whose responsibilities cannot be accomplished without such access; and
- D. Secure all Protected Confidential Materials received from LAPD.

**Commented [u4]:** Confirm PI's acknowledgement.

#### **9.7. Breach**

~~In the event of a breach or threatened breach of this Agreement ("Breach") by Requestor, including disclosure or misuse of, or unauthorized access to, Protected Confidential Materials, Requestor will notify City of the Breach by telephone and in writing within the sooner of (a) such time as required by law or (b) within 24 hours of Requestor's discovery of Breach. Requestor's Notice will describe in reasonable detail the Protected Confidential Materials disclosed, misused, accessed, or otherwise at risk. Requestor will take all actions necessary to~~

**Formatted:** Indent: Left: 0"

immediately prevent any continued unauthorized disclosure of or access to Protected Confidential Materials.

Requestor acknowledges and agrees that any Breach of this Agreement is likely to cause City irreparable harm for which money damages may not be an appropriate or sufficient remedy. Requestor therefore agrees that City ~~is may be~~ entitled to seek, without the necessity of proof of actual injury, loss, or damage, injunctive or other equitable relief to remedy or prevent any breach or threatened breach of this Agreement. ~~Requestor will not seek to require City to post a bond for such injunctive or other equitable relief.~~ Such remedy is not the exclusive remedy for any breach or threatened breach of this Agreement but is in addition to all other rights and remedies available at law or in equity including, but not limited to, recovery for damages, losses, and expenses of any nature, including attorney's fees.

#### **10.8. Security and Confidentiality Protocols**

Requestor shall provide the LAPD with documented security and confidentiality protocols adopted and implemented by Requestor, and any amendments to such protocols. To the extent, if any, that Requestor is given access to any criminal information subject to federal statutory or regulatory controls, Requestor shall ensure that Requestor's access to, use of, and handling of such information shall comply with these controls.

**Commented [u5]:** Confirm PI's acknowledgement.

#### **11.9. Release from Liability**

Requestor agrees that neither the City of Los Angeles, nor any of its agents or employees, shall not be liable for any acts or omissions arising from the production of the Protected Confidential Materials to Requestor or activities by Requestor related to this Agreement. Requestor shall indemnify and hold the City and its employees and officers harmless for any and all claims, lawsuits, causes of action, damages or costs incurred in any adjudication or settlement of claims, including reasonable attorney's fees and costs ("Liabilities"), but only in proportion to and to the extend such Liabilities which may arise from any alleged use or misuse of documents provided by the LAPD pursuant to this Agreement that are caused by or result from, or by any negligent or willful act or omission on the part of Requestor, its officers, agents, or employees.

**Commented [u6]:** Come back to this.

#### **12.10. No Representations or Warranties Regarding Provided Materials**

All materials provided by the LAPD are provided "as is." The LAPD makes no representation or warranty, express or implied, regarding the materials' accuracy, completeness or use. There are no express or implied warranties of merchantability or fitness for a particular purpose, or that the use of the materials will not infringe any patent, copyright, trademark, or other proprietary rights.

#### **13.11. Term**

The term of this Agreement begins on the date by which each of Requestor and the LAPD have executed this Agreement, and the City Attorney has signed this Agreement as to form. This Agreement will terminate three (3) years thereafter, provided, however, that Requestor's obligations for protecting the confidentiality of Protected Confidential Materials survives and continues indefinitelyfor the period referenced in Section 2. To the extent that Protected Confidential Materials includes personally.

**Formatted:** Body Text, Indent: Left: 0.14", Right: 0.19"

identifiable information, Requestor shall not disclose or use such personally identifiable information at any time without prior written consent of the LAPD.

#### **14.12. General Provisions**

- A. No Waiver. No forbearance, failure or delay in exercising any right, power or privilege is a waiver thereof, nor does any single or partial exercise thereof preclude any other or future exercise thereof, or the exercise of any other right, power or privilege.

- B. Severability. If and to the extent any provision of this Agreement is held invalid or unenforceable at law, such provision will be deemed stricken from the Agreement and the remainder of the Agreement will continue in effect and be valid and enforceable to the fullest extent permitted by law.
- C. Assignment. This Agreement is binding upon and inures to the benefit of the Parties and their heirs, executors, legal and personal representatives, successors and assigns, as the case may be. This Agreement may not be assigned without the written consent ~~of the LAPD~~both Parties and any attempt to assign without such consent is void.If this Agreement is assigned by Requestor, Requestor and assignee will be jointly and severally liable for the performance of assignee under this Agreement.
- D. Applicable Law. This Agreement shall be deemed executed in the State of California and is to be governed and construed by California law, without regard to its choice of law provisions.The Parties agree that jurisdiction and venue for any action to enforce this Agreement are properly in the applicable federal or state court in the City of Los Angeles.
- E. Exclusivity of Obligations. Each Party's obligations hereunder are in addition to, and not exclusive of, any and all of its other obligations and duties to the other Party, whether express or implied in fact or in law.
- F. Amendments and Ambiguities. This Agreement is the entire agreement between the Parties hereunder and may not be modified or amended except by a written instrument signed by both Parties. Each Party has read this Agreement, has had an opportunity to consult with counsel of its choosing regarding the Agreement, understands it, and agrees to be bound by its terms and conditions. There are no understandings or representations with respect to the subject matter hereof, express or implied, that are not stated herein. Ambiguities, if any, in this Agreement shall not be construed against any Party merely because this Agreement and/or any of its provisions have been prepared by a particular ~~Party~~.
- G. Authorized Signatory. Each person whose signature appears hereon represents, warrants and guarantees that he or she has been duly authorized and has full authority to execute this Agreement on behalf of the Party on whose behalf this Agreement is executed.
- H. Future Work. This Agreement is not a commitment by either Party to enter into any transaction or business relationship, nor is it an inducement for either Party to spend funds or resources. No such agreement will be binding unless and until stated in a writing signed by both Parties.
- I. Notices. Unless otherwise specified herein, all notices, requests, demands, or other communications required or permitted to be given under this Agreement will be given in writing via United States mail addressed to the following:

Michel R. Moore

**Formatted:** List Paragraph, Indent: Left: 0.39", Hanging: 0.25", Right: 0.46", Space Before: 0 pt, Numbered + Level: 2 + Numbering Style: A, B, C, ... + Start at: 1 + Alignment: Left + Aligned at: 0.39" + Indent at: 0.65", Tab stops: 0.64", Left

Chief of Police  
Los Angeles Police Department  
100 West First Street, Tenth Floor  
Los Angeles, California 90012

*Primary Contact:*

Dr. P. Jeffrey Brantingham  
Department of Anthropology  
341 Haines Hall UCLA  
Los Angeles, CA 90095

**Formatted:** Font: Italic

**Formatted:** Indent: Left: 0.14", First line: 0.5"

*For Contract Related Matters:*

UCLA Technology Development Group  
10889 Wilshire Blvd, Suite 920  
Los Angeles, CA 90095  
Attn: Material Transfer Team

**Formatted:** Font: Italic

Notices will be deemed to have been given three (3) days after the date of mailing in accordance with this section.

**45.13. Publicity**

Except as agreed to in writing and in advance by the LAPD or Requestor, Requestor neither shall ~~not~~ publicize the content or purposes of this Agreement, in any press release or newsletter.

**Commented [u7]:** Come back to this.

**46.14. Counterparts/Electronic Signatures**

This Agreement may be executed in one or more counterparts, and by the Parties in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. The Parties further agree that facsimile signatures or signatures scanned into .pdf (or signatures in another electronic format designated by City) and sent by e-mail shall be deemed original signatures.

[SIGNATURE PAGE TO FOLLOW]

I/We hereby agree to all conditions and requirements set forth in this Agreement:

FOR THE LOS ANGELES  
POLICE DEPARTMENT

By: \_\_\_\_\_  
MICHEL R. MOORE  
Chief of Police

FOR: THE REGENTS OF THE  
UNIVERSITY OF CALIFORNIA  
ON BEHALF OF ITS LOS  
ANGELES CAMPUS

DR. P. JEFFREY BRANTINGHAM

By: \_\_\_\_\_

Name: \_\_\_\_\_

Brian Roe

Title: Director, Industry Research-  
UCLA Technology Development Group  
10889 Wilshire Blvd., Suite 920  
Los Angeles, CA 90095

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

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

Formatted: Font: 11 pt

READ and UNDERSTOOD.

DR. P. JEFFREY BRANTINGHAM

By: \_\_\_\_\_

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

Formatted: Indent: Left: 0"

Formatted: Font: Bold

Formatted: No underline

Formatted: Line spacing: single

**APPROVED AS TO FORM:**

MICHAEL N. FEUER, City Attorney

By: \_\_\_\_\_  
SAMUEL PETTY  
Deputy City Attorney

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

---

**From:** Jeff Brantingham <branting@ucla.edu>  
**Sent:** Tuesday, May 5, 2020 11:46 AM  
**To:** James Aceron  
**Subject:** Fwd: UCLA Brantingham Agreement- PATS No. 20201004

**ATTENTION:** This email originated outside of LAPD. Please use caution when clicking on hyperlinks or opening attachments if you are unfamiliar with the sender.

Dear James:

Do you have any guidance on this below?

I can follow up with Dr. Craig Uchida to see what alternatives there are.

Sincerely,  
Jeff

----- Forwarded message -----

From: **Barak Vaughn** <[barak.vaughn@lacity.org](mailto:barak.vaughn@lacity.org)>  
Date: Thu, Apr 30, 2020 at 3:44 PM  
Subject: Re: UCLA Brantingham Agreement- PATS No. 20201004  
To: Sarmiento, Yessenia <[yessenia.sarmiento@research.ucla.edu](mailto:yessenia.sarmiento@research.ucla.edu)>  
Cc: James Aceron <n5254@lapd.online>, Brantingham, P. Jeffery <[branting@ucla.edu](mailto:branting@ucla.edu)>, Fong, Jim <[jim.fong@research.ucla.edu](mailto:jim.fong@research.ucla.edu)>, ORA PATS Records <[PATSRecords@research.ucla.edu](mailto:PATSRecords@research.ucla.edu)>, LAPD Contracts <[LAPDContracts@lapd.online](mailto:LAPDContracts@lapd.online)>, Barbra Ann Montesquieu <n3202@lapd.online>, Thomas Brennan <g9422@lapd.online>, Stella Larracas <n3371@lapd.online>

Yessenia:

Thank you for reaching out again. Many of the issues that are of disagreement in the Agreement have to go through several layers of the LAPD. Once the necessary discussions, determinations, and courses of action moving forward are resolved, we will set up a conference call to discuss. I do not have a current timetable for that.

On Thu, Apr 30, 2020 at 3:06 PM Sarmiento, Yessenia <[yessenia.sarmiento@research.ucla.edu](mailto:yessenia.sarmiento@research.ucla.edu)> wrote:

Hello Barak,

Just a friendly follow up regarding the redlined agreement and conference call.

Please feel free to contact me if you have any questions and advise what days and times work for you.

All the best,

Yessenia Sarmiento, CRA

Contract & Grant Officer

*University of California, Los Angeles*

*Office of Contract & Grant Administration*

*10889 Wilshire Blvd., Suite 700*

*Los Angeles, CA 90095-1406*

Tel: 310-794-0393

[Yessenia.sarmiento@research.ucla.edu](mailto:Yessenia.sarmiento@research.ucla.edu)

\*Proposals are due to OCGA **five business days** prior to sponsor deadline\*

For OCGA forms, templates, and Commonly Needed Information, please contact:

Helen Kim, Contract & Grant Specialist: (310) 794-9636; [helen.kim@research.ucla.edu](mailto:helen.kim@research.ucla.edu)

**From:** Barak Vaughn <[barak.vaughn@lacity.org](mailto:barak.vaughn@lacity.org)>

**Sent:** Tuesday, April 21, 2020 5:53 PM

**To:** Sarmiento, Yessenia <[yessenia.sarmiento@research.ucla.edu](mailto:yessenia.sarmiento@research.ucla.edu)>

**Cc:** James Aceron <[cn5254@lapd.online](mailto:cn5254@lapd.online)>; Brantingham, P. Jeffery <[cbranting@ucla.edu](mailto:cbranting@ucla.edu)>; Fong, Jim <[jim.fong@research.ucla.edu](mailto:jim.fong@research.ucla.edu)>; ORA PATS Records <[PATSRecords@research.ucla.edu](mailto:PATSRecords@research.ucla.edu)>; LAPD Contracts <[LAPDContracts@lapd.online](mailto:LAPDContracts@lapd.online)>; Barbra Ann Montesquieu <[n3202@lapd.online](mailto:n3202@lapd.online)>; Thomas Brennan <[g9422@lapd.online](mailto:g9422@lapd.online)>; Stella Larracas <[n3371@lapd.online](mailto:n3371@lapd.online)>

**Subject:** Re: UCLA Brantingham Agreement- PATS No. 20201004

Thank you Yessenia. Will review as soon as possible and schedule a call thereafter. I will check with my colleagues about scheduling a call for next week.

On Tue, Apr 21, 2020 at 5:32 PM Sarmiento, Yessenia <[yessenia.sarmiento@research.ucla.edu](mailto:yessenia.sarmiento@research.ucla.edu)> wrote:

Dear Barak and James,

Hope you are well and safe!

Please find attached the agreement containing our response to each of your comments and the proposed Indemnification language. In addition, we would like to schedule a call to further discuss sections 405, 504 and PSC-21 to clarify and finalize the language. Please let me know your availability for this week and early next week. I will then send the conference call information.

All the best,

Yessenia Sarmiento, CRA

Contract & Grant Officer

*University of California, Los Angeles*

*Office of Contract & Grant Administration*

*10889 Wilshire Blvd., Suite 700*

*Los Angeles, CA 90095-1406*

Tel: 310-794-0393

[yessenia.sarmiento@research.ucla.edu](mailto:yessenia.sarmiento@research.ucla.edu)

\*Proposals are due to OCGA **five business days** prior to sponsor deadline\*

For OCGA forms, templates, and Commonly Needed Information, please contact:

Helen Kim, Contract & Grant Specialist: (310) 794-9636; [helen.kim@research.ucla.edu](mailto:helen.kim@research.ucla.edu)

---

**From:** Sarmiento, Yessenia  
**Sent:** Wednesday, April 15, 2020 6:31 PM  
**To:** Barak Vaughn <[barak.vaughn@lacity.org](mailto:barak.vaughn@lacity.org)>  
**Cc:** James Aceron <[n5254@lapd.online](mailto:n5254@lapd.online)>; Brantingham, P. Jeffery <[branting@ucla.edu](mailto:branting@ucla.edu)>; Fong, Jim

<[jim.fong@research.ucla.edu](mailto:jim.fong@research.ucla.edu)>; ORA PATS Records <[PATSRecords@research.ucla.edu](mailto:PATSRecords@research.ucla.edu)>; LAPD Contracts <[LAPDContracts@lapd.online](mailto:LAPDContracts@lapd.online)>; Barbra Ann Montesquieu <[n3202@lapd.online](mailto:n3202@lapd.online)>; Thomas Brennan <[g9422@lapd.online](mailto:g9422@lapd.online)>; Stella Larracas <[n3371@lapd.online](mailto:n3371@lapd.online)>  
**Subject:** RE: UCLA Brantingham Agreement- PATS No. 20201004

Dear Barak and James,

I am following up on the proposed Indemnification language and hoping we can schedule a call to discuss Section 405 (Inventions, Patents, and Copyrights) and PSC-21 (Ownership and License).

Jim and I are available this Friday afternoon for a call. If Friday afternoon works, can you send me some times you are available? I can then send the call in information.

All the best,

Yessenia Sarmiento, CRA

Contract & Grant Officer

*University of California, Los Angeles*

*Office of Contract & Grant Administration*

*10889 Wilshire Blvd., Suite 700*

*Los Angeles, CA 90095-1406*

Tel: 310-794-0393

[Yessenia.sarmiento@research.ucla.edu](mailto:Yessenia.sarmiento@research.ucla.edu)

\*Proposals are due to OCGA ***five business days*** prior to sponsor deadline\*

For OCGA forms, templates, and Commonly Needed Information, please contact:

Helen Kim, Contract & Grant Specialist: (310) 794-9636; [helen.kim@research.ucla.edu](mailto:helen.kim@research.ucla.edu)

---

**From:** Sarmiento, Yessenia  
**Sent:** Tuesday, April 7, 2020 5:45 PM  
**To:** Barak Vaughn <[barak.vaughn@lacity.org](mailto:barak.vaughn@lacity.org)>  
**Cc:** James Aceron <[n5254@lapd.online](mailto:n5254@lapd.online)>; Brantingham, P. Jeffery <[branting@ucla.edu](mailto:branting@ucla.edu)>; Fong, Jim <[jim.fong@research.ucla.edu](mailto:jim.fong@research.ucla.edu)>; ORA PATS Records <[PATSRecords@research.ucla.edu](mailto:PATSRecords@research.ucla.edu)>; LAPD Contracts <[LAPDContracts@lapd.online](mailto:LAPDContracts@lapd.online)>; Barbra Ann Montesquieu <[n3202@lapd.online](mailto:n3202@lapd.online)>; Thomas Brennan <[g9422@lapd.online](mailto:g9422@lapd.online)>; Stella Larracas <[n3371@lapd.online](mailto:n3371@lapd.online)>  
**Subject:** RE: UCLA Brantingham Agreement- PATS No. 20201004

Hi Barak,

Thank you for the update.

Just want to be clear that the proposed language that was sent on 03/31/2020 is only in regards to the Indemnification language. (PSC-18, PSC-19, PSC-20, and PSC-23) We will await your comments and the scheduled call.

Stay well!

All the best,

Yessenia Sarmiento, CRA

Contract & Grant Officer

*University of California, Los Angeles*

*Office of Contract & Grant Administration*

*10889 Wilshire Blvd., Suite 700*

*Los Angeles, CA 90095-1406*

Tel: 310-794-0393

[Yessenia.sarmiento@research.ucla.edu](mailto:Yessenia.sarmiento@research.ucla.edu)

*\*Proposals are due to OCGA **five business days** prior to sponsor deadline\**

*For OCGA forms, templates, and Commonly Needed Information, please contact:*

*Helen Kim, Contract & Grant Specialist: (310) 794-9636; [helen.kim@research.ucla.edu](mailto:helen.kim@research.ucla.edu)*

**From:** Barak Vaughn <[barak.vaughn@lacity.org](mailto:barak.vaughn@lacity.org)>

**Sent:** Tuesday, April 7, 2020 5:35 PM

**To:** Sarmiento, Yessenia <[yessenia.sarmiento@research.ucla.edu](mailto:yessenia.sarmiento@research.ucla.edu)>

**Cc:** James Aceron <[n5254@lapd.online](mailto:n5254@lapd.online)>; Brantingham, P. Jeffery <[branting@ucla.edu](mailto:branting@ucla.edu)>; Fong, Jim <[jim.fong@research.ucla.edu](mailto:jim.fong@research.ucla.edu)>; ORA PATS Records <[PATSRecords@research.ucla.edu](mailto:PATSRecords@research.ucla.edu)>; LAPD Contracts <[LAPDContracts@lapd.online](mailto:LAPDContracts@lapd.online)>; Barbra Ann Montesquieu <[n3202@lapd.online](mailto:n3202@lapd.online)>; Thomas Brennan <[g9422@lapd.online](mailto:g9422@lapd.online)>; Stella Larracas <[n3371@lapd.online](mailto:n3371@lapd.online)>

**Subject:** Re: UCLA Brantingham Agreement- PATS No. 20201004

Good evening Yessenia:

I hope you are staying safe. Your proposed language on several issues is being evaluated by LAPD. Once we receive its position on some of your proposed changes and incorporate any proposed changes from our office, we will set up the call. I am hopeful it will be by next week.

On Tue, Apr 7, 2020, 5:23 PM Sarmiento, Yessenia <[yessenia.sarmiento@research.ucla.edu](mailto:yessenia.sarmiento@research.ucla.edu)> wrote:

Dear Barak,

Hope all is well! Just a friendly follow up on the proposed language provided and the conference call to be scheduled.

If you have any questions, please do not hesitate to contact me.

All the best,

Yessenia Sarmiento, CRA

Contract & Grant Officer

*University of California, Los Angeles*

*Office of Contract & Grant Administration*

*10889 Wilshire Blvd., Suite 700*

*Los Angeles, CA 90095-1406*

Tel: 310-794-0393

[Yessenia.sarmiento@research.ucla.edu](mailto:Yessenia.sarmiento@research.ucla.edu)

\*Proposals are due to OCGA **five business days** prior to sponsor deadline\*

*For OCGA forms, templates, and Commonly Needed Information, please contact:*

*Helen Kim, Contract & Grant Specialist: (310) 794-9636; [helen.kim@research.ucla.edu](mailto:helen.kim@research.ucla.edu)*

---

**From:** Sarmiento, Yessenia

**Sent:** Tuesday, March 31, 2020 2:08 PM

**To:** 'Barak Vaughn' <[barak.vaughn@lacity.org](mailto:barak.vaughn@lacity.org)>

**Cc:** James Aceron <[n5254@lapd.online](mailto:n5254@lapd.online)>; Brantingham, P. Jeffery <[branting@ucla.edu](mailto:branting@ucla.edu)>; Fong, Jim <[jim.fong@research.ucla.edu](mailto:jim.fong@research.ucla.edu)>; ORA PATS Records <[PATSRecords@research.ucla.edu](mailto:PATSRecords@research.ucla.edu)>; LAPD Contracts <[LAPDContracts@lapd.online](mailto:LAPDContracts@lapd.online)>; Barbra Ann Montesquieu <[n3202@lapd.online](mailto:n3202@lapd.online)>; Thomas Brennan <[g9422@lapd.online](mailto:g9422@lapd.online)>; Stella Larracas <[n3371@lapd.online](mailto:n3371@lapd.online)>

**Subject:** RE: UCLA Brantingham Agreement- PATS No. 20201004

Dear Barak,

Thank you for getting back to me.

As suggested, please find attached the redlined agreement containing proposed language from our Risk Management office specifically to following clauses:

PSC-18, PSC-19, PSC-20, and PSC-23

We can discuss this further on the upcoming call.

All the best,

Yessenia Sarmiento, CRA

Contract & Grant Officer

*University of California, Los Angeles*

*Office of Contract & Grant Administration*

*10889 Wilshire Blvd., Suite 700*

*Los Angeles, CA 90095-1406*

Tel: 310-794-0393

[Yessenia.sarmiento@research.ucla.edu](mailto:Yessenia.sarmiento@research.ucla.edu)

\*Proposals are due to OCGA ***five business days*** prior to sponsor deadline\*

For OCGA forms, templates, and Commonly Needed Information, please contact:

Helen Kim, Contract & Grant Specialist: (310) 794-9636; [helen.kim@research.ucla.edu](mailto:helen.kim@research.ucla.edu)

**From:** Barak Vaughn <[barak.vaughn@lacity.org](mailto:barak.vaughn@lacity.org)>

**Sent:** Monday, March 30, 2020 6:18 PM

**To:** Sarmiento, Yessenia <[yessenia.sarmiento@research.ucla.edu](mailto:yessenia.sarmiento@research.ucla.edu)>

**Cc:** James Aceron <[n5254@lapd.online](mailto:n5254@lapd.online)>; Brantingham, P. Jeffery <[branting@ucla.edu](mailto:branting@ucla.edu)>; Fong, Jim <[jim.fong@research.ucla.edu](mailto:jim.fong@research.ucla.edu)>; ORA PATS Records <[PATSRecords@research.ucla.edu](mailto:PATSRecords@research.ucla.edu)>; LAPD Contracts <[LAPDContracts@lapd.online](mailto:LAPDContracts@lapd.online)>; Barbra Ann Montesquieu <[n3202@lapd.online](mailto:n3202@lapd.online)>; Thomas Brennan

<[g9422@lapd.online](mailto:g9422@lapd.online)>; Stella Larracas <[n3371@lapd.online](mailto:n3371@lapd.online)>  
**Subject:** Re: UCLA Brantingham Agreement- PATS No. 20201004

Yessenia:

I will confer with my colleagues and get back to you about proposed dates and times.

On Mon, Mar 30, 2020, 12:28 PM Sarmiento, Yessenia <[yessenia.sarmiento@research.ucla.edu](mailto:yessenia.sarmiento@research.ucla.edu)> wrote:

Hello James and Barak,

Hope all is well and you are safe! Thank you for getting back to me and thank you for accepting our revisions.

We would like to schedule a call to discuss Section 405 (Inventions, Patents, and Copyrights) and PSC-21 (Ownership and License) which we believe can be finalized with a discussion. Jim and I are available in the afternoons for a conference call this week. If you can provide me the days and times that would work best for you, I can send the call in information.

We will also be requesting proposed language from our Risk Management Office in regards to the indemnification clauses and will bring this back to your attention for review as soon as possible.

We are hopeful the IP and indemnification language in the agreement can be finalized and the agreement can move forward for signatures.

We appreciate your assistance and will speak to you soon.

All the best,

Yessenia Sarmiento, CRA

Contract & Grant Officer

*University of California, Los Angeles*

*Office of Contract & Grant Administration*

*10889 Wilshire Blvd., Suite 700*

*Los Angeles, CA 90095-1406*

Tel: 310-794-0393

[Yessenia.sarmiento@research.ucla.edu](mailto:Yessenia.sarmiento@research.ucla.edu)

*\*Proposals are due to OCGA **five business days** prior to sponsor deadline\**

*For OCGA forms, templates, and Commonly Needed Information, please contact:*

*Helen Kim, Contract & Grant Specialist: (310) 794-9636; [helen.kim@research.ucla.edu](mailto:helen.kim@research.ucla.edu)*

---

**From:** James Aceron <[n5254@lapd.online](mailto:n5254@lapd.online)>

**Sent:** Friday, March 27, 2020 11:24 AM

**To:** Sarmiento, Yessenia <[yessenia.sarmiento@research.ucla.edu](mailto:yessenia.sarmiento@research.ucla.edu)>

**Cc:** Brantingham, P. Jeffery <[branting@ucla.edu](mailto:branting@ucla.edu)>; Fong, Jim <[jim.fong@research.ucla.edu](mailto:jim.fong@research.ucla.edu)>; ORA PATS Records <[PATSRecords@research.ucla.edu](mailto:PATSRecords@research.ucla.edu)>; LAPD Contracts <[LAPDContracts@lapd.online](mailto:LAPDContracts@lapd.online)>; Barbra Ann Montesquieu <[n3202@lapd.online](mailto:n3202@lapd.online)>; Thomas Brennan <[g9422@lapd.online](mailto:g9422@lapd.online)>; Barak Vaughn <[barak.vaughn@lacity.org](mailto:barak.vaughn@lacity.org)>; Stella Larracas <[n3371@lapd.online](mailto:n3371@lapd.online)>

**Subject:** Re: UCLA Brantingham Agreement- PATS No. 20201004

Hi Yessenia,

Hope you are well and safe during these challenging times. With regard to the contract, please find the latest draft with the City Attorney's comments to UCLA's latest redlines. In addition, I removed the NRA Ordinance section, as it is no longer in effect, and added a section indicating that e-signatures can now be used to execute the contract.

As you can surmise from reading the draft, we are unable to move forward with the contract, based on UCLA's latest redlines. We are certainly open to suggestions that might resolve this impasse.

Best regards,

James

James T. Aceron, Serial No. N5254

Senior Management Analyst II

Officer in Charge, Contracts Section

Fiscal Operations Division

Los Angeles Police Department

100 West First Street, Suite 767

Los Angeles, CA 90012

[REDACTED]

Main Line: (213) 486-0112

[N5254@lapd.online](mailto:N5254@lapd.online)

CONFIDENTIALITY NOTICE: This communication with its contents may contain confidential and/or legally privileged information. It is solely for the use of the intended recipient(s). Unauthorized interception, review, use or disclosure is prohibited and may violate applicable laws including the Electronic Communications Privacy Act. If you are not the intended recipient, please contact the sender and destroy all copies of the communication.

---

**From:** Sarmiento, Yessenia <[yessenia.sarmiento@research.ucla.edu](mailto:yessenia.sarmiento@research.ucla.edu)>

**Sent:** Tuesday, March 24, 2020 3:52 PM

**To:** Barak Vaughn <[barak.vaughn@lacity.org](mailto:barak.vaughn@lacity.org)>

**Cc:** James Aceron <[n5254@lapd.online](mailto:n5254@lapd.online)>; Brantingham, P. Jeffery <[branting@ucla.edu](mailto:branting@ucla.edu)>; Fong, Jim <[jim.fong@research.ucla.edu](mailto:jim.fong@research.ucla.edu)>; ORA PATS Records <[PATSRecords@research.ucla.edu](mailto:PATSRecords@research.ucla.edu)>; LAPD Contracts <[LAPDContracts@lapd.online](mailto:LAPDContracts@lapd.online)>; Barbra Ann Montesquieu <[n3202@lapd.online](mailto:n3202@lapd.online)>

**Subject:** RE: UCLA Brantingham Agreement- PATS No. 20201004

**ATTENTION:** This email originated outside of LAPD. Please use caution when clicking on hyperlinks or opening attachments if you are unfamiliar with the sender.

Good morning James,

Hope all is well.

I am following up on your meeting and the redlined agreement. If you or Mr. Vaughn have any questions, please do not hesitate to contact me.

All the best,

Yessenia Sarmiento, CRA

Contract & Grant Officer

*University of California, Los Angeles*

*Office of Contract & Grant Administration*

*10889 Wilshire Blvd., Suite 700*

*Los Angeles, CA 90095-1406*

Tel: 310-794-0393

[Yessenia.sarmiento@research.ucla.edu](mailto:Yessenia.sarmiento@research.ucla.edu)

\*Proposals are due to OCGA **five business days** prior to sponsor deadline\*

For OCGA forms, templates, and Commonly Needed Information, please contact:

Helen Kim, Contract & Grant Specialist: (310) 794-9636; [helen.kim@research.ucla.edu](mailto:helen.kim@research.ucla.edu)

---

**From:** Sarmiento, Yessenia  
**Sent:** Monday, March 9, 2020 3:20 PM  
**To:** Barak Vaughn <[barak.vaughn@lacity.org](mailto:barak.vaughn@lacity.org)>  
**Cc:** James Aceron <[n5254@lapd.online](mailto:n5254@lapd.online)>; Brantingham, P. Jeffery <[branting@ucla.edu](mailto:branting@ucla.edu)>; Fong, Jim <[jim.fong@research.ucla.edu](mailto:jim.fong@research.ucla.edu)>; ORA PATS Records <[PATSRecords@research.ucla.edu](mailto:PATSRecords@research.ucla.edu)>; LAPD Contracts <[LAPDContracts@lapd.online](mailto:LAPDContracts@lapd.online)>; Barbra Ann Montesquieu <[n3202@lapd.online](mailto:n3202@lapd.online)>  
**Subject:** RE: UCLA Brantingham Agreement- PATS No. 20201004

Thank you for the update.

All the best,

Yessenia Sarmiento, CRA

Contract & Grant Officer

*University of California, Los Angeles*

*Office of Contract & Grant Administration*

*10889 Wilshire Blvd., Suite 700*

*Los Angeles, CA 90095-1406*

Tel: 310-794-0393

[Yessenia.sarmiento@research.ucla.edu](mailto:Yessenia.sarmiento@research.ucla.edu)

\**Proposals are due to OCGA **five business days** prior to sponsor deadline\**

*For OCGA forms, templates, and Commonly Needed Information, please contact:*

*Helen Kim, Contract & Grant Specialist: (310) 794-9636; [helen.kim@research.ucla.edu](mailto:helen.kim@research.ucla.edu)*

---

**From:** Barak Vaughn <[barak.vaughn@lacity.org](mailto:barak.vaughn@lacity.org)>  
**Sent:** Monday, March 9, 2020 2:59 PM  
**To:** Sarmiento, Yessenia <[yessenia.sarmiento@research.ucla.edu](mailto:yessenia.sarmiento@research.ucla.edu)>  
**Cc:** James Aceron <[n5254@lapd.online](mailto:n5254@lapd.online)>; Brantingham, P. Jeffery <[branting@ucla.edu](mailto:branting@ucla.edu)>; Fong, Jim <[jim.fong@research.ucla.edu](mailto:jim.fong@research.ucla.edu)>; ORA PATS Records <[PATSRecords@research.ucla.edu](mailto:PATSRecords@research.ucla.edu)>; LAPD Contracts <[LAPDContracts@lapd.online](mailto:LAPDContracts@lapd.online)>

<[LAPDContracts@lapd.online](mailto:LAPDContracts@lapd.online)>; Barbra Ann Montesquieu <[n3202@lapd.online](mailto:n3202@lapd.online)>

**Subject:** Re: UCLA Brantingham Agreement- PATS No. 20201004

Good Afternoon Yessenia:

We are in the process of getting the City team together to discuss the redlines to the Agreement and the extensive redlines to the Standard Provisions. Once that meeting takes place, we will set up a telephonic conference with UCLA regarding the redlines. I estimate that will occur within the next 7 to 10 days.

On Mon, Mar 9, 2020 at 2:45 PM Sarmiento, Yessenia <[yessenia.sarmiento@research.ucla.edu](mailto:yessenia.sarmiento@research.ucla.edu)> wrote:

Good morning James,

Just a friendly follow up on the redlined agreement. If you or Mr. Vaughn have any questions, please do not hesitate to contact me.

All the best,

Yessenia Sarmiento, CRA

Contract & Grant Officer

University of California, Los Angeles

Office of Contract & Grant Administration

10889 Wilshire Blvd., Suite 700

Los Angeles, CA 90095-1406

Tel: 310-794-0393

[yessenia.sarmiento@research.ucla.edu](mailto:yessenia.sarmiento@research.ucla.edu)

\*Proposals are due to OCGA five business days prior to sponsor deadline\*

For OCGA forms, templates, and Commonly Needed Information, please contact:

Helen Kim, Contract & Grant Specialist: (310) 794-9636; [helen.kim@research.ucla.edu](mailto:helen.kim@research.ucla.edu)

-----Original Message-----

From: Sarmiento, Yessenia

Sent: Wednesday, March 4, 2020 7:36 AM

To: James Aceron <[n5254@lapd.online](mailto:n5254@lapd.online)>; Brantingham, P. Jeffery <[branting@ucla.edu](mailto:branting@ucla.edu)>

Cc: Fong, Jim <[jim.fong@research.ucla.edu](mailto:jim.fong@research.ucla.edu)>; Kim, Helen <[helen.kim@research.ucla.edu](mailto:helen.kim@research.ucla.edu)>; ORA PATS Records <[PATSRecords@research.ucla.edu](mailto:PATSRecords@research.ucla.edu)>; LAPD Contracts <[LAPDContracts@lapd.online](mailto:LAPDContracts@lapd.online)>; Barak Vaughn <[barak.vaughn@lacity.org](mailto:barak.vaughn@lacity.org)>; Barbra Ann Montesquieu <[n3202@lapd.online](mailto:n3202@lapd.online)>

Subject: RE: UCLA Brantingham Agreement- PATS No. 20201004

Good morning James,

We are following up on the redlined agreement. If you or Mr. Vaughn have any questions, please do not hesitate to contact me.

All the best,  
Yessenia Sarmiento, CRA  
Contract & Grant Officer  
University of California, Los Angeles  
Office of Contract & Grant Administration  
10889 Wilshire Blvd., Suite 700  
Los Angeles, CA 90095-1406  
Tel: 310-794-0393  
[Yessenia.sarmiento@research.ucla.edu](mailto:Yessenia.sarmiento@research.ucla.edu)

\*Proposals are due to OCGA five business days prior to sponsor deadline\*

For OCGA forms, templates, and Commonly Needed Information, please contact:  
Helen Kim, Contract & Grant Specialist: (310) 794-9636; [helen.kim@research.ucla.edu](mailto:helen.kim@research.ucla.edu)

-----Original Message-----

From: James Aceron <[n5254@lapd.online](mailto:n5254@lapd.online)>  
Sent: Wednesday, February 26, 2020 12:41 PM  
To: Sarmiento, Yessenia <[yessenia.sarmiento@research.ucla.edu](mailto:yessenia.sarmiento@research.ucla.edu)>; Brantingham, P. Jeffery <[branting@ucla.edu](mailto:branting@ucla.edu)>  
Cc: Fong, Jim <[jim.fong@research.ucla.edu](mailto:jim.fong@research.ucla.edu)>; Kim, Helen <[helen.kim@research.ucla.edu](mailto:helen.kim@research.ucla.edu)>; ORA PATS Records <[PATSRecords@research.ucla.edu](mailto:PATSRecords@research.ucla.edu)>; LAPD Contracts <[LAPDContracts@lapd.online](mailto:LAPDContracts@lapd.online)>; Barak Vaughn <[barak.vaughn@lacity.org](mailto:barak.vaughn@lacity.org)>; Barbra Ann Montesquieu <[n3202@lapd.online](mailto:n3202@lapd.online)>  
Subject: Re: UCLA Brantingham Agreement- PATS No. 20201004

Hi Yessenia,

Thank you for the revised draft. We'll get back to you as soon as Barak Vaughn, our City Attorney, completes his review.

Best regards,

James

James T. Aceron, Serial No. N5254  
Senior Management Analyst II  
Officer in Charge, Contracts Section  
Fiscal Operations Division  
Los Angeles Police Department  
100 West First Street, Suite 767  
Los Angeles, CA 90012

Main Line: (213) 486-0112  
[N5254@lapd.online](mailto:N5254@lapd.online)

CONFIDENTIALITY NOTICE: This communication with its contents may contain confidential and/or legally privileged information. It is solely for the use of the intended recipient(s). Unauthorized interception, review, use or disclosure is prohibited and may violate applicable laws including the Electronic Communications Privacy Act. If you

are not the intended recipient, please contact the sender and destroy all copies of the communication.

---

From: Sarmiento, Yessenia <[yessenia.sarmiento@research.ucla.edu](mailto:yessenia.sarmiento@research.ucla.edu)>  
Sent: Wednesday, February 26, 2020 12:21 PM  
To: James Aceron; Brantingham, P. Jeffery  
Cc: Fong, Jim; Kim, Helen; ORA PATS Records; LAPD Contracts; Barak Vaughn; Barbra Ann Montesquieu; Rachel Rodriguez; Jeffrey Bert  
Subject: RE: UCLA Brantingham Agreement- PATS No. 20201004

ATTENTION: This email originated outside of LAPD. Please use caution when clicking on hyperlinks or opening attachments if you are unfamiliar with the sender.

Hello James,

Please find attached the redlined agreement. If you or the City Attorney have any questions, please feel free to contact me.

We appreciate your assistance in finalizing this agreement.

All the best,  
Yessenia Sarmiento, CRA  
Contract & Grant Officer  
University of California, Los Angeles  
Office of Contract & Grant Administration  
10889 Wilshire Blvd., Suite 700  
Los Angeles, CA 90095-1406  
Tel: 310-794-0393  
[yessenia.sarmiento@research.ucla.edu](mailto:yessenia.sarmiento@research.ucla.edu)

\*Proposals are due to OCGA five business days prior to sponsor deadline\*

For OCGA forms, templates, and Commonly Needed Information, please contact:  
Helen Kim, Contract & Grant Specialist: (310) 794-9636; [helen.kim@research.ucla.edu](mailto:helen.kim@research.ucla.edu)

-----Original Message-----

From: James Aceron <[n5254@lapd.online](mailto:n5254@lapd.online)>  
Sent: Friday, February 21, 2020 9:40 AM  
To: Sarmiento, Yessenia <[yessenia.sarmiento@research.ucla.edu](mailto:yessenia.sarmiento@research.ucla.edu)>; Brantingham, P. Jeffery <[branting@ucla.edu](mailto:branting@ucla.edu)>  
Cc: Fong, Jim <[jim.fong@research.ucla.edu](mailto:jim.fong@research.ucla.edu)>; Kim, Helen <[helen.kim@research.ucla.edu](mailto:helen.kim@research.ucla.edu)>; ORA PATS Records <[PATSRecords@research.ucla.edu](mailto:PATSRecords@research.ucla.edu)>; LAPD Contracts <[LAPDContracts@lapd.online](mailto:LAPDContracts@lapd.online)>; Barak Vaughn <[barak.vaughn@lacity.org](mailto:barak.vaughn@lacity.org)>; Barbra Ann Montesquieu <[n3202@lapd.online](mailto:n3202@lapd.online)>; Rachel Rodriguez <[37455@lapd.online](mailto:37455@lapd.online)>; Jeffrey Bert <[33112@lapd.online](mailto:33112@lapd.online)>  
Subject: Re: UCLA Brantingham Agreement- PATS No. 20201004

Hi Yessenia,

I'm just following up on where UCLA is at with the contract, based on our January 29, 2020 teleconference with the City Attorney. Any idea when we should expect it?

Thanks,

James

James T. Aceron, Serial No. N5254  
Senior Management Analyst II  
Officer in Charge, Contracts Section  
Fiscal Operations Division  
Los Angeles Police Department  
100 West First Street, Suite 767  
Los Angeles, CA 90012

[REDACTED]  
Main Line: (213) 486-0112

[N5254@lapd.online](mailto:N5254@lapd.online)

CONFIDENTIALITY NOTICE: This communication with its contents may contain confidential and/or legally privileged information. It is solely for the use of the intended recipient(s). Unauthorized interception, review, use or disclosure is prohibited and may violate applicable laws including the Electronic Communications Privacy Act. If you are not the intended recipient, please contact the sender and destroy all copies of the communication.

---

From: Sarmiento, Yessenia <[yessenia.sarmiento@research.ucla.edu](mailto:yessenia.sarmiento@research.ucla.edu)>  
Sent: Monday, January 27, 2020 8:28 AM  
To: James Aceron; Brantingham, P. Jeffery  
Cc: Fong, Jim; Kim, Helen; ORA PATS Records; LAPD Contracts; Barak Vaughn; Barbra Ann Montesquieu; Rachel Rodriguez; Jeffrey Bert  
Subject: RE: UCLA Brantingham Agreement- PATS No. 20201004

ATTENTION: This email originated outside of LAPD. Please use caution when clicking on hyperlinks or opening attachments if you are unfamiliar with the sender.

Good morning James and Jeff,

Please see below the call-in information for our conference call scheduled Wednesday, January 29th at 10AM:

Dial: 1 669 900 6833 US (San Jose)

Meeting ID: [REDACTED]

Speak to you soon,  
Yessenia Sarmiento, CRA  
Contract & Grant Officer  
University of California, Los Angeles  
Office of Contract & Grant Administration  
10889 Wilshire Blvd., Suite 700  
Los Angeles, CA 90095-1406

Tel: 310-794-0393

[Yessenia.sarmiento@research.ucla.edu](mailto:Yessenia.sarmiento@research.ucla.edu)<mailto:Yessenia.sarmiento@research.ucla.edu>

\*Proposals are due to OCGA five business days prior to sponsor deadline\*

For OCGA forms, templates, and Commonly Needed Information, please contact:

Helen Kim, Contract & Grant Specialist: (310) 794-9636;

[helen.kim@research.ucla.edu](mailto:helen.kim@research.ucla.edu)<mailto:helen.kim@research.ucla.edu>

From: James Aceron <[n5254@lapd.online](mailto:n5254@lapd.online)>

Sent: Friday, January 24, 2020 3:10 PM

To: Brantingham, P. Jeffery <[branting@ucla.edu](mailto:branting@ucla.edu)>; Sarmiento, Yessenia <[yessenia.sarmiento@research.ucla.edu](mailto:yessenia.sarmiento@research.ucla.edu)>

Cc: Fong, Jim <[jim.fong@research.ucla.edu](mailto:jim.fong@research.ucla.edu)>; Kim, Helen <[helen.kim@research.ucla.edu](mailto:helen.kim@research.ucla.edu)>; ORA PATS Records <[PATSRecords@research.ucla.edu](mailto:PATSRecords@research.ucla.edu)>; LAPD Contracts <[LAPDContracts@lapd.online](mailto:LAPDContracts@lapd.online)>; Barak Vaughn <[barak.vaughn@lacity.org](mailto:barak.vaughn@lacity.org)>; Barbra Ann Montesquieu <[n3202@lapd.online](mailto:n3202@lapd.online)>; Rachel Rodriguez <[37455@lapd.online](mailto:37455@lapd.online)>; Jeffrey Bert <[33112@lapd.online](mailto:33112@lapd.online)>

Subject: Re: UCLA Brantingham Agreement- PATS No. 20201004

Okay, Wednesday, 10 a.m. - 12 noon, it is.

Best regards,

James

---

From: Jeff Brantingham <[branting@ucla.edu](mailto:branting@ucla.edu)<mailto:branting@ucla.edu>>

Sent: Friday, January 24, 2020 2:52 PM

To: Sarmiento, Yessenia <[yessenia.sarmiento@research.ucla.edu](mailto:yessenia.sarmiento@research.ucla.edu)<mailto:yessenia.sarmiento@research.ucla.edu>>

Cc: James Aceron <[n5254@lapd.online](mailto:n5254@lapd.online)<mailto:[n5254@lapd.online](mailto:n5254@lapd.online)>>; Fong, Jim <[jim.fong@research.ucla.edu](mailto:jim.fong@research.ucla.edu)<mailto:[jim.fong@research.ucla.edu](mailto:jim.fong@research.ucla.edu)>>; Kim, Helen <[helen.kim@research.ucla.edu](mailto:helen.kim@research.ucla.edu)<mailto:[helen.kim@research.ucla.edu](mailto:helen.kim@research.ucla.edu)>>; ORA PATS Records <[PATSRecords@research.ucla.edu](mailto:PATSRecords@research.ucla.edu)<mailto:[PATSRecords@research.ucla.edu](mailto:PATSRecords@research.ucla.edu)>>; LAPD Contracts <[LAPDContracts@lapd.online](mailto:LAPDContracts@lapd.online)<mailto:[LAPDContracts@lapd.online](mailto:LAPDContracts@lapd.online)>>; Barak Vaughn <[barak.vaughn@lacity.org](mailto:barak.vaughn@lacity.org)<mailto:[barak.vaughn@lacity.org](mailto:barak.vaughn@lacity.org)>>; Barbra Ann Montesquieu <[n3202@lapd.online](mailto:n3202@lapd.online)<mailto:[n3202@lapd.online](mailto:n3202@lapd.online)>>; Rachel Rodriguez <[37455@lapd.online](mailto:37455@lapd.online)<mailto:[37455@lapd.online](mailto:37455@lapd.online)>>; Jeffrey Bert <[33112@lapd.online](mailto:33112@lapd.online)<mailto:[33112@lapd.online](mailto:33112@lapd.online)>>

Subject: Re: UCLA Brantingham Agreement- PATS No. 20201004

ATTENTION: This email originated outside of LAPD. Please use caution when clicking on hyperlinks or opening attachments if you are unfamiliar with the sender.

Hello All:

I have put Wednesday Jan 29, 10AM-12PM in my calendar.

Sincerely,

Jeff

On Fri, Jan 24, 2020 at 2:49 PM Sarmiento, Yessenia

<[yessenia.sarmiento@research.ucla.edu](mailto:yessenia.sarmiento@research.ucla.edu)><mailto:[yessenia.sarmiento@research.ucla.edu](mailto:yessenia.sarmiento@research.ucla.edu)>> wrote:

Hi Jim and James,

Wednesday 10am-12pm works for me as well. Once we hear back from Dr. Brantingham, I can share the conference call information.

Best,  
Yessenia

---

From: James Aceron <n5254@lapd.online<mailto:[n5254@lapd.online](mailto:n5254@lapd.online)>>  
Sent: Friday, January 24, 2020 11:23:28 AM  
To: Fong, Jim <[jim.fong@research.ucla.edu](mailto:jim.fong@research.ucla.edu)<mailto:[jim.fong@research.ucla.edu](mailto:jim.fong@research.ucla.edu)>>; Sarmiento, Yessenia <[yessenia.sarmiento@research.ucla.edu](mailto:yessenia.sarmiento@research.ucla.edu)<mailto:[yessenia.sarmiento@research.ucla.edu](mailto:yessenia.sarmiento@research.ucla.edu)>>  
Cc: Kim, Helen <[helen.kim@research.ucla.edu](mailto:helen.kim@research.ucla.edu)<mailto:[helen.kim@research.ucla.edu](mailto:helen.kim@research.ucla.edu)>>; ORA PATS Records <[PATSRecords@research.ucla.edu](mailto:PATSRecords@research.ucla.edu)<mailto:[PATSRecords@research.ucla.edu](mailto:PATSRecords@research.ucla.edu)>>; LAPD Contracts <[LAPDContracts@lapd.online](mailto:LAPDContracts@lapd.online)<mailto:[LAPDContracts@lapd.online](mailto:LAPDContracts@lapd.online)>>; Barak Vaughn <[barak.vaughn@lacity.org](mailto:barak.vaughn@lacity.org)<mailto:[barak.vaughn@lacity.org](mailto:barak.vaughn@lacity.org)>>; Barbra Ann Montesquieu <n3202@lapd.online<mailto:[n3202@lapd.online](mailto:n3202@lapd.online)>>; Brantingham, P. Jeffery <[branting@ucla.edu](mailto:branting@ucla.edu)<mailto:[branting@ucla.edu](mailto:branting@ucla.edu)>>; Rachel Rodriguez <37455@lapd.online<mailto:[37455@lapd.online](mailto:37455@lapd.online)>>; Jeffrey Bert <33112@lapd.online<mailto:[33112@lapd.online](mailto:33112@lapd.online)>>  
Subject: Re: UCLA Brantingham Agreement- PATS No. 20201004

Hi Jim,

Either 10-11 or 11-12 works for us. Just let us know what works best for you, Jeff, and Yessenia.

Our preference is for the original contract language to remain as is because of the City's contracting requirements. Are there clauses in the contract that conflict with UCLA's contracting requirements?

Thank you,

James

James T. Aceron, Serial No. N5254

Senior Management Analyst II

Officer in Charge, Contracts Section

Fiscal Operations Division

Los Angeles Police Department

100 West First Street, Suite 773

Los Angeles, CA 90012

[REDACTED]  
Main Line: (213) 486-0112

N5254@lapd.online<mailto:[N5254@lapd.online](mailto:N5254@lapd.online)>

CONFIDENTIALITY NOTICE: This communication with its contents may contain confidential and/or legally privileged information. It is solely for the use of the intended recipient(s). Unauthorized interception, review, use or disclosure is prohibited and may violate applicable laws including the Electronic Communications Privacy Act. If you are not the intended recipient, please contact the sender and destroy all copies of the communication.

---

From: Fong, Jim <[jim.fong@research.ucla.edu](mailto:jim.fong@research.ucla.edu)<mailto:[jim.fong@research.ucla.edu](mailto:jim.fong@research.ucla.edu)>>>  
Sent: Friday, January 24, 2020 9:13 AM  
To: James Aceron <[n5254@lapd.online](mailto:n5254@lapd.online)<mailto:[n5254@lapd.online](mailto:n5254@lapd.online)>>; Sarmiento, Yessenia <[yessenia.sarmiento@research.ucla.edu](mailto:yessenia.sarmiento@research.ucla.edu)<mailto:[yessenia.sarmiento@research.ucla.edu](mailto:yessenia.sarmiento@research.ucla.edu)>>  
Cc: Kim, Helen <[helen.kim@research.ucla.edu](mailto:helen.kim@research.ucla.edu)<mailto:[helen.kim@research.ucla.edu](mailto:helen.kim@research.ucla.edu)>>; ORA PATS Records <[PATSRecords@research.ucla.edu](mailto:PATSRecords@research.ucla.edu)<mailto:[PATSRecords@research.ucla.edu](mailto:PATSRecords@research.ucla.edu)>>; LAPD Contracts <[LAPDContracts@lapd.online](mailto:LAPDContracts@lapd.online)<mailto:[LAPDContracts@lapd.online](mailto:LAPDContracts@lapd.online)>>; Barak Vaughn <[barak.vaughn@lacity.org](mailto:barak.vaughn@lacity.org)<mailto:[barak.vaughn@lacity.org](mailto:barak.vaughn@lacity.org)>>; Barbra Ann Montesquieu <[n3202@lapd.online](mailto:n3202@lapd.online)<mailto:[n3202@lapd.online](mailto:n3202@lapd.online)>>; Brantingham, P. Jeffery <[branting@ucla.edu](mailto:branting@ucla.edu)<mailto:[branting@ucla.edu](mailto:branting@ucla.edu)>>; Rachel Rodriguez <[37455@lapd.online](mailto:37455@lapd.online)<mailto:[37455@lapd.online](mailto:37455@lapd.online)>>; Jeffrey Bert <[33112@lapd.online](mailto:33112@lapd.online)<mailto:[33112@lapd.online](mailto:33112@lapd.online)>>  
Subject: RE: UCLA Brantingham Agreement- PATS No. 20201004

ATTENTION: This email originated outside of LAPD. Please use caution when clicking on hyperlinks or opening attachments if you are unfamiliar with the sender.

James,

I'm Yessenia's supervisor and she is out today. For me, Wednesday from 10-12 noon works best.

If possible, can you share what clauses are an absolute "no" for LAPD or is it a matter of wordsmithing some of the language?

Jim Fong

Assistant Director, Contracts and Incoming Subawards

Office of Contract and Grant Administration

University of California, Los Angeles

Ph: 310-794-0608

Em: [Jim.Fong@research.ucla.edu](mailto:Jim.Fong@research.ucla.edu)<mailto:[Jim.Fong@research.ucla.edu](mailto:Jim.Fong@research.ucla.edu)>

From: James Aceron <n5254@lapd.online<mailto:[n5254@lapd.online](mailto:n5254@lapd.online)>>  
Sent: Friday, January 24, 2020 8:38 AM  
To: Sarmiento, Yessenia <[yessenia.sarmiento@research.ucla.edu](mailto:yessenia.sarmiento@research.ucla.edu)<mailto:[yessenia.sarmiento@research.ucla.edu](mailto:yessenia.sarmiento@research.ucla.edu)>>  
Cc: Kim, Helen <[helen.kim@research.ucla.edu](mailto:helen.kim@research.ucla.edu)<mailto:[helen.kim@research.ucla.edu](mailto:helen.kim@research.ucla.edu)>>; ORA PATS Records <[PATSRecords@research.ucla.edu](mailto:PATSRecords@research.ucla.edu)<mailto:[PATSRecords@research.ucla.edu](mailto:PATSRecords@research.ucla.edu)>>; LAPD Contracts <[LAPDContracts@lapd.online](mailto:LAPDContracts@lapd.online)<mailto:[LAPDContracts@lapd.online](mailto:LAPDContracts@lapd.online)>>; Barak Vaughn <[barak.vaughn@lacity.org](mailto:barak.vaughn@lacity.org)<mailto:[barak.vaughn@lacity.org](mailto:barak.vaughn@lacity.org)>>; Barbra Ann Montesquieu <n3202@lapd.online<mailto:[n3202@lapd.online](mailto:n3202@lapd.online)>>; Brantingham, P. Jeffery <[branting@ucla.edu](mailto:branting@ucla.edu)<mailto:[branting@ucla.edu](mailto:branting@ucla.edu)>>; Rachel Rodriguez <37455@lapd.online<mailto:[37455@lapd.online](mailto:37455@lapd.online)>>; Jeffrey Bert <33112@lapd.online<mailto:[33112@lapd.online](mailto:33112@lapd.online)>>; Fong, Jim <[jim.fong@research.ucla.edu](mailto:jim.fong@research.ucla.edu)<mailto:[jim.fong@research.ucla.edu](mailto:jim.fong@research.ucla.edu)>>  
Subject: Re: UCLA Brantingham Agreement- PATS No. 20201004

Hi Yessenia,

Sounds good. We're unavailable Monday and Tuesday. How about Wednesday or Thursday between 10-12 noon or 1-2 p.m.?

James

James T. Aceron, Serial No. N5254

Senior Management Analyst II

Officer in Charge, Contracts Section

Fiscal Operations Division

Los Angeles Police Department

100 West First Street, Suite 773

Los Angeles, CA 90012

[REDACTED]

Main Line: (213) 486-0112

N5254@lapd.online<mailto:[N5254@lapd.online](mailto:N5254@lapd.online)>

CONFIDENTIALITY NOTICE: This communication with its contents may contain confidential and/or legally privileged information. It is solely for the use of the intended recipient(s). Unauthorized interception, review, use or disclosure is prohibited and may violate applicable laws including the Electronic Communications Privacy Act. If you are not the intended recipient, please contact the sender and destroy all copies of the communication.

---

From: Sarmiento, Yessenia  
<[yessenia.sarmiento@research.ucla.edu](mailto:yessenia.sarmiento@research.ucla.edu)<mailto:[yessenia.sarmiento@research.ucla.edu](mailto:yessenia.sarmiento@research.ucla.edu)>>  
Sent: Thursday, January 23, 2020 11:30 PM  
To: James Aceron <n5254@lapd.online<mailto:[n5254@lapd.online](mailto:n5254@lapd.online)>>  
Cc: Kim, Helen <[helen.kim@research.ucla.edu](mailto:helen.kim@research.ucla.edu)<mailto:[helen.kim@research.ucla.edu](mailto:helen.kim@research.ucla.edu)>>; ORA PATS Records  
<[PATSRecords@research.ucla.edu](mailto:PATSRecords@research.ucla.edu)<mailto:[PATSRecords@research.ucla.edu](mailto:PATSRecords@research.ucla.edu)>>; LAPD Contracts  
<[LAPDContracts@lapd.online](mailto:LAPDContracts@lapd.online)<mailto:[LAPDContracts@lapd.online](mailto:LAPDContracts@lapd.online)>>; Barak Vaughn  
<[barak.vaughn@lacity.org](mailto:barak.vaughn@lacity.org)<mailto:[barak.vaughn@lacity.org](mailto:barak.vaughn@lacity.org)>>; Barbra Ann Montesquieu  
<[n3202@lapd.online](mailto:n3202@lapd.online)<mailto:[n3202@lapd.online](mailto:n3202@lapd.online)>>; Brantingham, P. Jeffery  
<[branting@ucla.edu](mailto:branting@ucla.edu)<mailto:[branting@ucla.edu](mailto:branting@ucla.edu)>>; Rachel Rodriguez  
<[37455@lapd.online](mailto:37455@lapd.online)<mailto:[37455@lapd.online](mailto:37455@lapd.online)>>; Jeffrey Bert  
<[33112@lapd.online](mailto:33112@lapd.online)<mailto:[33112@lapd.online](mailto:33112@lapd.online)>>; Fong, Jim  
<[jim.fong@research.ucla.edu](mailto:jim.fong@research.ucla.edu)<mailto:[jim.fong@research.ucla.edu](mailto:jim.fong@research.ucla.edu)>>  
Subject: RE: UCLA Brantingham Agreement- PATS No. 20201004

ATTENTION: This email originated outside of LAPD. Please use caution when clicking on hyperlinks or opening attachments if you are unfamiliar with the sender.

Hello James,

Thank you for getting back to me. I am feeling much better now.

Can we schedule a call for Monday to further discuss the terms and conditions? Is it possible to also have the city attorney on the call as well? If you can provide me available times, I can coordinate with my supervisor and Dr. Brantingham to schedule a call. I am scheduled out of the office tomorrow but will check email to confirm a day and time and share the conference call information.

All the best,

Yessenia Sarmiento, CRA

Contract & Grant Officer

University of California, Los Angeles

Office of Contract & Grant Administration

10889 Wilshire Blvd., Suite 700

Los Angeles, CA 90095-1406

Tel: 310-794-0393

[Yessenia.sarmiento@research.ucla.edu](mailto:Yessenia.sarmiento@research.ucla.edu)<mailto:[Yessenia.sarmiento@research.ucla.edu](mailto:Yessenia.sarmiento@research.ucla.edu)>

\*Proposals are due to OCGA five business days prior to sponsor deadline\*

For OCGA forms, templates, and Commonly Needed Information, please contact:

Helen Kim, Contract & Grant Specialist: (310) 794-9636;

[helen.kim@research.ucla.edu](mailto:helen.kim@research.ucla.edu)<mailto:[helen.kim@research.ucla.edu](mailto:helen.kim@research.ucla.edu)>

From: James Aceron <n5254@lapd.online<mailto:[n5254@lapd.online](mailto:n5254@lapd.online)>>

Sent: Wednesday, January 22, 2020 2:41 PM

To: Sarmiento, Yessenia <[Yessenia.sarmiento@research.ucla.edu](mailto:Yessenia.sarmiento@research.ucla.edu)<mailto:[Yessenia.sarmiento@research.ucla.edu](mailto:Yessenia.sarmiento@research.ucla.edu)>>

Cc: Kim, Helen <[helen.kim@research.ucla.edu](mailto:helen.kim@research.ucla.edu)<mailto:[helen.kim@research.ucla.edu](mailto:helen.kim@research.ucla.edu)>>; ORA PATS Records

<[PATSRecords@research.ucla.edu](mailto:PATSRecords@research.ucla.edu)<mailto:[PATSRecords@research.ucla.edu](mailto:PATSRecords@research.ucla.edu)>>; LAPD Contracts  
<[LAPDContracts@lapd.online](mailto:LAPDContracts@lapd.online)<mailto:[LAPDContracts@lapd.online](mailto:LAPDContracts@lapd.online)>>; Barak Vaughn  
<[barak.vaughn@lacity.org](mailto:barak.vaughn@lacity.org)<mailto:[barak.vaughn@lacity.org](mailto:barak.vaughn@lacity.org)>>; Barbra Ann Montesquieu  
<[n3202@lapd.online](mailto:n3202@lapd.online)<mailto:[n3202@lapd.online](mailto:n3202@lapd.online)>>; Brantingham, P. Jeffery  
<[branting@ucla.edu](mailto:branting@ucla.edu)<mailto:[branting@ucla.edu](mailto:branting@ucla.edu)>>; Rachel Rodriguez  
<[37455@lapd.online](mailto:37455@lapd.online)<mailto:[37455@lapd.online](mailto:37455@lapd.online)>>; Jeffrey Bert  
<[33112@lapd.online](mailto:33112@lapd.online)<mailto:[33112@lapd.online](mailto:33112@lapd.online)>>  
Subject: Re: UCLA Brantingham Agreement- PATS No. 20201004

Hi Yessenia,

Happy New Year! [REDACTED]

This is a follow-up of a voicemail I left you. We discussed UCLA's redlines with the City Attorney. Unfortunately, with the exception of the NRA Disclosure -- which we agree to remove --the contract cannot be executed in its current form, as revised by UCLA. Please call me at your earliest convenience to discuss ways we might be able to move forward on this.

Thank you,

James

James T. Aceron, Serial No. N5254

Senior Management Analyst II

Officer in Charge, Contracts Section

Fiscal Operations Division

Los Angeles Police Department

100 West First Street, Suite 767

Los Angeles, CA 90012

[REDACTED]  
Main Line: (213) 486-0112

N5254@lapd.online<mailto:[N5254@lapd.online](mailto:N5254@lapd.online)>

CONFIDENTIALITY NOTICE: This communication with its contents may contain confidential and/or legally privileged information. It is solely for the use of the intended recipient(s). Unauthorized interception, review, use or disclosure is prohibited and may violate applicable laws including the Electronic Communications Privacy Act. If you are not the intended recipient, please contact the sender and destroy all copies of the communication.

---

From: Sarmiento, Yessenia  
<[yessenia.sarmiento@research.ucla.edu](mailto:yessenia.sarmiento@research.ucla.edu)<mailto:[yessenia.sarmiento@research.ucla.edu](mailto:yessenia.sarmiento@research.ucla.edu)>>  
Sent: Friday, January 17, 2020 12:29 PM  
To: James Aceron <n5254@lapd.online<mailto:[n5254@lapd.online](mailto:n5254@lapd.online)>>  
Cc: Kim, Helen <[helen.kim@research.ucla.edu](mailto:helen.kim@research.ucla.edu)<mailto:[helen.kim@research.ucla.edu](mailto:helen.kim@research.ucla.edu)>>; ORA PATS Records  
<[PATSRecords@research.ucla.edu](mailto:PATSRecords@research.ucla.edu)<mailto:[PATSRecords@research.ucla.edu](mailto:PATSRecords@research.ucla.edu)>>; LAPD Contracts  
<[LAPDContracts@lapd.online](mailto:LAPDContracts@lapd.online)<mailto:[LAPDContracts@lapd.online](mailto:LAPDContracts@lapd.online)>>; Barak Vaughn  
<[barak.vaughn@lacity.org](mailto:barak.vaughn@lacity.org)<mailto:[barak.vaughn@lacity.org](mailto:barak.vaughn@lacity.org)>>; Barbra Ann Montesquieu  
<[n3202@lapd.online](mailto:n3202@lapd.online)<mailto:[n3202@lapd.online](mailto:n3202@lapd.online)>>; Brantingham, P. Jeffery  
<[branting@ucla.edu](mailto:branting@ucla.edu)<mailto:[branting@ucla.edu](mailto:branting@ucla.edu)>>; Rachel Rodriguez  
<[37455@lapd.online](mailto:37455@lapd.online)<mailto:[37455@lapd.online](mailto:37455@lapd.online)>>; Jeffrey Bert  
<[33112@lapd.online](mailto:33112@lapd.online)<mailto:[33112@lapd.online](mailto:33112@lapd.online)>>  
Subject: RE: UCLA Brantingham Agreement- PATS No. 20201004

ATTENTION: This email originated outside of LAPD. Please use caution when clicking on hyperlinks or opening attachments if you are unfamiliar with the sender.

Hello James,

Happy New Year! My apologies for not contacting you sooner. Our office was closed for the Holiday closure and upon returning to the office [REDACTED] I am catching up through emails and agreement now.

I am following up on the agreement and inquiring if the city attorney has reviewed our revisions. Please feel free to contact me if you need more information or if you would like to schedule a call to discuss the revisions.

All the best,

Yessenia Sarmiento, CRA

Contract & Grant Officer

University of California, Los Angeles

Office of Contract & Grant Administration

10889 Wilshire Blvd., Suite 700

Los Angeles, CA 90095-1406

Tel: 310-794-0393

[Yessenia.sarmiento@research.ucla.edu](mailto:Yessenia.sarmiento@research.ucla.edu)<mailto:[Yessenia.sarmiento@research.ucla.edu](mailto:Yessenia.sarmiento@research.ucla.edu)>

\*Proposals are due to OCGA five business days prior to sponsor deadline\*

For OCGA forms, templates, and Commonly Needed Information, please contact:

Helen Kim, Contract & Grant Specialist: (310) 794-9636;

[helen.kim@research.ucla.edu](mailto:helen.kim@research.ucla.edu)<mailto:[helen.kim@research.ucla.edu](mailto:helen.kim@research.ucla.edu)>

From: James Aceron <n5254@lapd.online<mailto:[n5254@lapd.online](mailto:n5254@lapd.online)>>

Sent: Tuesday, December 17, 2019 7:37 AM

To: Sarmiento, Yessenia <[yessenia.sarmiento@research.ucla.edu](mailto:yessenia.sarmiento@research.ucla.edu)<mailto:[yessenia.sarmiento@research.ucla.edu](mailto:yessenia.sarmiento@research.ucla.edu)>>

Cc: Kim, Helen <[helen.kim@research.ucla.edu](mailto:helen.kim@research.ucla.edu)<mailto:[helen.kim@research.ucla.edu](mailto:helen.kim@research.ucla.edu)>>; ORA PATS Records

<[PATSRecords@research.ucla.edu](mailto:PATSRecords@research.ucla.edu)<mailto:[PATSRecords@research.ucla.edu](mailto:PATSRecords@research.ucla.edu)>>; LAPD Contracts

<[LAPDContracts@lapd.online](mailto:LAPDContracts@lapd.online)<mailto:[LAPDContracts@lapd.online](mailto:LAPDContracts@lapd.online)>>; Barak Vaughn

<[barak.vaughn@lacity.org](mailto:barak.vaughn@lacity.org)<mailto:[barak.vaughn@lacity.org](mailto:barak.vaughn@lacity.org)>>; Barbra Ann Montesquieu

<n3202@lapd.online<mailto:[n3202@lapd.online](mailto:n3202@lapd.online)>>; Brantingham, P. Jeffery

<[branting@ucla.edu](mailto:branting@ucla.edu)<mailto:[branting@ucla.edu](mailto:branting@ucla.edu)>>; Rachel Rodriguez

<37455@lapd.online<mailto:[37455@lapd.online](mailto:37455@lapd.online)>>; Jeffrey Bert

<33112@lapd.online<mailto:[33112@lapd.online](mailto:33112@lapd.online)>>  
Subject: Re: UCLA Brantingham Agreement- PATS No. 20201004

Hi Yessenia,

Our City Attorney is currently reviewing your proposed revisions to the contract, which includes exceptions to the City's Standard Provisions. Once he completes his review, we'll need to teleconference to discuss them.

Please note: the contract will need to go through the City, not the foundation, because the grant was awarded to the City. As such, the City's Standard Provisions will need to be adhered to, as a rule. Also, The Regents of the University of California, acting on behalf of the California Policy Lab, recently signed a contract (C-133900) that included the Standard Provisions without exceptions.

Thank you,

James

James T. Aceron, Serial No. N5254

Senior Management Analyst II

Officer in Charge, Contracts Section

Fiscal Operations Division

Los Angeles Police Department

100 West First Street, Suite 1061

Los Angeles, CA 90012

[REDACTED]  
Main Line: (213) 486-0112

N5254@lapd.online<mailto:[N5254@lapd.online](mailto:N5254@lapd.online)>

CONFIDENTIALITY NOTICE: This communication with its contents may contain confidential and/or legally privileged information. It is solely for the use of the intended recipient(s). Unauthorized interception, review, use or disclosure is prohibited and may violate applicable laws including the Electronic Communications Privacy Act. If you are not the intended recipient, please contact the sender and destroy all copies of the communication.

---

From: Sarmiento, Yessenia  
[<yessenia.sarmiento@research.ucla.edu>](mailto:yessenia.sarmiento@research.ucla.edu)  
Sent: Monday, December 16, 2019 9:41 AM  
To: Barbra Ann Montesquieu <n3202@lapd.online<mailto:n3202@lapd.online>>  
Cc: Kim, Helen <[helen.kim@research.ucla.edu](mailto:helen.kim@research.ucla.edu)<mailto:[helen.kim@research.ucla.edu](mailto:helen.kim@research.ucla.edu)>>; ORA PATS Records <[PATSRecords@research.ucla.edu](mailto:PATSRecords@research.ucla.edu)<mailto:[PATSRecords@research.ucla.edu](mailto:PATSRecords@research.ucla.edu)>>; James Aceron <n5254@lapd.online<mailto:n5254@lapd.online>>  
Subject: RE: UCLA Brantingham Agreement- PATS No. 20201004

ATTENTION: This email originated outside of LAPD. Please use caution when clicking on hyperlinks or opening attachments if you are unfamiliar with the sender.

Good morning Barbra and James,

I am following up on my email below. If you have any questions or would like to discuss further, please do not hesitate to contact me.

All the best,

Yessenia Sarmiento, CRA

Contract & Grant Officer

University of California, Los Angeles

Office of Contract & Grant Administration

10889 Wilshire Blvd., Suite 700

Los Angeles, CA 90095-1406

Tel: 310-794-0393

[Yessenia.sarmiento@research.ucla.edu](mailto:Yessenia.sarmiento@research.ucla.edu)<mailto:[Yessenia.sarmiento@research.ucla.edu](mailto:Yessenia.sarmiento@research.ucla.edu)>

\*Proposals are due to OCGA five business days prior to sponsor deadline\*

For OCGA forms, templates, and Commonly Needed Information, please contact:

Helen Kim, Contract & Grant Specialist: (310) 794-9636;  
[helen.kim@research.ucla.edu](mailto:helen.kim@research.ucla.edu)<mailto:[helen.kim@research.ucla.edu](mailto:helen.kim@research.ucla.edu)>

In observance of the UCLA Winter Holiday Closure the Office of Contract and Grant Administration will close at 5:00 PM on Friday, December 20, 2019, and will reopen at 8:00 AM on Thursday, January 2, 2020.

To ensure timely review and processing of applications and other inquiries related to sponsored project activities, with sponsor due dates between December 21, 2019 and January 2, 2020, please submit to OCGA no later than 8:00 AM on Monday, December 16, 2019.

From: Sarmiento, Yessenia  
Sent: Wednesday, December 11, 2019 12:29 PM  
To: Barbra Ann Montesquieu <n3202@lapd.online<mailto:[n3202@lapd.online](mailto:n3202@lapd.online)>>  
Cc: Kim, Helen <[helen.kim@research.ucla.edu](mailto:helen.kim@research.ucla.edu)<mailto:[helen.kim@research.ucla.edu](mailto:helen.kim@research.ucla.edu)>>; ORA PATS Records <[PATSRecords@research.ucla.edu](mailto:PATSRecords@research.ucla.edu)<mailto:[PATSRecords@research.ucla.edu](mailto:PATSRecords@research.ucla.edu)>>; James Aceron <n5254@lapd.online<mailto:[n5254@lapd.online](mailto:n5254@lapd.online)>>  
Subject: RE: UCLA Brantingham Agreement- PATS No. 20201004

Hello Barbra and James,

Please find attached the redlined agreement that incorporates the Prime Award from DOJ as opposed to the terms and conditions and City Provisions. As stated, UCLA is a subgrantee (subrecipient) and the DOJ Prime Award advises the requirements under the Uniform Guidance (2CFR Part 200 ) applies and lists the Special Conditions applicable to subgrantees. The current agreement contains provisions that would apply to a contractor under procurement. The original proposal lists UCLA as a subgrantee and not contractor under procurement.

I am also providing a link below to the FDP Subaward Agreement template. This agreement is used by many Universities working collaboratively with federal agencies and receiving federal funds as a pass-through entity. We may be able to edit this agreement or use as guidance in this case.

[https://gcc01.safelinks.protection.outlook.com/?url=http%3A%2F%2Fthefdp.org%2Fdefault%2Fassets%2FFile%2FDocuments%2Fsubaward\\_forms%2FFDP\\_CR\\_2019\\_FINAL.pdf&data=02%7C01%7Cn5254%40lapd.online%7Cbafc77a233924d6842bb08d7baf97fd3%7C642fd61c34dd4fd0af8d443576485883%7C0%7C1%7C637183453375133976&sdata=ri0gQSQz2JkQ8vjZRA7jQSc9dppCcq%2BmsOZEqlvrFTs%3D&reserved=0](https://gcc01.safelinks.protection.outlook.com/?url=http%3A%2F%2Fthefdp.org%2Fdefault%2Fassets%2FFile%2FDocuments%2Fsubaward_forms%2FFDP_CR_2019_FINAL.pdf&data=02%7C01%7Cn5254%40lapd.online%7Cbafc77a233924d6842bb08d7baf97fd3%7C642fd61c34dd4fd0af8d443576485883%7C0%7C1%7C637183453375133976&sdata=ri0gQSQz2JkQ8vjZRA7jQSc9dppCcq%2BmsOZEqlvrFTs%3D&reserved=0)

[https://gcc01.safelinks.protection.outlook.com/?url=http%3A%2F%2Fthefdp.org%2Fdefault%2Fassets%2FFile%2FDocuments%2Fsubaward\\_forms%2FFDP\\_CR\\_2019\\_FINAL.pdf&data=02%7C01%7Cn5254%40lapd.online%7Cbafc77a233924d6842bb08d7baf97fd3%7C642fd61c34dd4fd0af8d443576485883%7C0%7C1%7C637183453375143954&sdata=RW2W0fCyR3Paa8g6pZ2Lyd%2Bu28fFTGGBvY6oGWHUr2w%3D&reserved=0](https://gcc01.safelinks.protection.outlook.com/?url=http%3A%2F%2Fthefdp.org%2Fdefault%2Fassets%2FFile%2FDocuments%2Fsubaward_forms%2FFDP_CR_2019_FINAL.pdf&data=02%7C01%7Cn5254%40lapd.online%7Cbafc77a233924d6842bb08d7baf97fd3%7C642fd61c34dd4fd0af8d443576485883%7C0%7C1%7C637183453375143954&sdata=RW2W0fCyR3Paa8g6pZ2Lyd%2Bu28fFTGGBvY6oGWHUr2w%3D&reserved=0)

We can schedule a call if you would like to discuss further.

All the best,

Yessenia Sarmiento, CRA

Contract & Grant Officer

University of California, Los Angeles

Office of Contract & Grant Administration

10889 Wilshire Blvd., Suite 700

Los Angeles, CA 90095-1406

Tel: 310-794-0393

[Yessenia.sarmiento@research.ucla.edu](mailto:Yessenia.sarmiento@research.ucla.edu)<mailto:[Yessenia.sarmiento@research.ucla.edu](mailto:Yessenia.sarmiento@research.ucla.edu)>

\*Proposals are due to OCGA five business days prior to sponsor deadline\*

For OCGA forms, templates, and Commonly Needed Information, please contact:

Helen Kim, Contract & Grant Specialist: (310) 794-9636;  
[helen.kim@research.ucla.edu](mailto:helen.kim@research.ucla.edu)<mailto:[helen.kim@research.ucla.edu](mailto:helen.kim@research.ucla.edu)>

From: Sarmiento, Yessenia

Sent: Wednesday, December 11, 2019 9:11 AM  
To: Barbra Ann Montesquieu <n3202@lapd.online<mailto:[n3202@lapd.online](mailto:n3202@lapd.online)>>  
Cc: Kim, Helen <[helen.kim@research.ucla.edu](mailto:helen.kim@research.ucla.edu)<mailto:[helen.kim@research.ucla.edu](mailto:helen.kim@research.ucla.edu)>>; ORA PATS Records <[PATSRecords@research.ucla.edu](mailto:PATSRecords@research.ucla.edu)<mailto:[PATSRecords@research.ucla.edu](mailto:PATSRecords@research.ucla.edu)>>; James Aceron <n5254@lapd.online<mailto:[n5254@lapd.online](mailto:n5254@lapd.online)>>; Jeff Brantingham <[pib@anthro.ucla.edu](mailto:pib@anthro.ucla.edu)<mailto:[pib@anthro.ucla.edu](mailto:pib@anthro.ucla.edu)>>; Yung, Joanne C. <[jyung@ssgs.ucla.edu](mailto:jyung@ssgs.ucla.edu)<mailto:[jyung@ssgs.ucla.edu](mailto:jyung@ssgs.ucla.edu)>>  
Subject: RE: UCLA Brantingham Agreement- PATS No. 20201004

Good morning Barbra and James,

After my discussion with James this morning, I am resending my email below removing the attachments as James advised that he did not receive the email yesterday. The email may have not been received due to the large PDF attachments.

I am aware of your meeting this morning and will re-cap with you both shortly in regards on how to move forward in applying the prime terms and conditions from DOJ.

Speak to you soon.

All the best,

Yessenia Sarmiento, CRA

Contract & Grant Officer

University of California, Los Angeles

Office of Contract & Grant Administration

10889 Wilshire Blvd., Suite 700

Los Angeles, CA 90095-1406

Tel: 310-794-0393

[<mailto:Yessenia.sarmiento@research.ucla.edu>](mailto:Yessenia.sarmiento@research.ucla.edu)

\*Proposals are due to OCGA five business days prior to sponsor deadline\*

For OCGA forms, templates, and Commonly Needed Information, please contact:

Helen Kim, Contract & Grant Specialist: (310) 794-9636;  
[helen.kim@research.ucla.edu](mailto:helen.kim@research.ucla.edu)<mailto:[helen.kim@research.ucla.edu](mailto:helen.kim@research.ucla.edu)>

From: Sarmiento, Yessenia  
Sent: Tuesday, December 10, 2019 1:24 PM  
To: Barbra Ann Montesquieu <n3202@lapd.online<mailto:[n3202@lapd.online](mailto:n3202@lapd.online)>>  
Cc: Kim, Helen <[helen.kim@research.ucla.edu](mailto:helen.kim@research.ucla.edu)<mailto:[helen.kim@research.ucla.edu](mailto:helen.kim@research.ucla.edu)>>; ORA PATS Records <[PATSRecords@research.ucla.edu](mailto:PATSRecords@research.ucla.edu)<mailto:[PATSRecords@research.ucla.edu](mailto:PATSRecords@research.ucla.edu)>>; James Aceron <n5254@lapd.online<mailto:[n5254@lapd.online](mailto:n5254@lapd.online)>>  
Subject: UCLA Brantingham Agreement- PATS No. 20201004

Hello Barbara,

It was a pleasure speaking to you yesterday. Please find attached the agreement we received for Dr. Brantingham's project.

As discussed, the prime federal sponsor for this award is the Department of Justice (DOJ) which has issued a grant with terms and conditions under the Uniform Guidance (2 CFR Part 200). Please find on the following link a copy for reference of what contains the agreement proposal submitted for this award.

([The current agreement contains terms and conditions and City Provisions that would apply more to a contractor/vendor who is providing a service under procurement rather than a research partner under a subgrant. The agreement should be revised to only include the terms and conditions applicable to the University as a subgrant under the Uniform Guidance.](https://gcc01.safelinks.protection.outlook.com/?url=http%3A%2F%2Fclkrep.lacity.org%2Fonlinedocs%2F2018%2F18-1219_misc_12-12-2018.pdf&data=02%7C01%7Cn5254%40lapd.online%7Cbafc77a233924d6842bb08d7baf97fd3%7C642fd61c34dd4fd0af8d443576485883%7C0%7C1%7C637183453375143954&sdata=CCE6%2Bw5eLeRyOuVK6gh7bTcTS3mdo7XTKiZgBDRVTKc%3D&reserved=0<https://gcc01.safelinks.protection.outlook.com/?url=http%3A%2F%2Fclkrep.lacity.org%2Fonlinedocs%2F2018%2F18-1219_misc_12-12-2018.pdf&data=02%7C01%7Cn5254%40lapd.online%7Cbafc77a233924d6842bb08d7baf97fd3%7C642fd61c34dd4fd0af8d443576485883%7C0%7C1%7C637183453375143954&sdata=CCE6%2Bw5eLeRyOuVK6gh7bTcTS3mdo7XTKiZgBDRVTKc%3D&reserved=0> )</p></div><div data-bbox=)

We have executed subgrants from the Los Angeles Police Foundation for Dr. Brantingham's projects that contain favorable terms and conditions and were also funded by the same prime federal sponsor (DOJ). I can provide a retracted copy of the agreement for reference if needed. We can also schedule a call to further discuss how to move forward in revising the agreement accordingly.

If you have any questions, please do not hesitate to contact me.

All the best,

Yessenia Sarmiento, CRA

Contract & Grant Officer

University of California, Los Angeles

Office of Contract & Grant Administration

10889 Wilshire Blvd., Suite 700

Los Angeles, CA 90095-1406

Tel: 310-794-0393

[Yessenia.sarmiento@research.ucla.edu](mailto:Yessenia.sarmiento@research.ucla.edu)<mailto:[Yessenia.sarmiento@research.ucla.edu](mailto:Yessenia.sarmiento@research.ucla.edu)>

\*Proposals are due to OCGA five business days prior to sponsor deadline\*

For OCGA forms, templates, and Commonly Needed Information, please contact:

Helen Kim, Contract & Grant Specialist: (310) 794-9636;

[helen.kim@research.ucla.edu](mailto:helen.kim@research.ucla.edu)<mailto:[helen.kim@research.ucla.edu](mailto:helen.kim@research.ucla.edu)>

--

Barak Vaughn, Esq.

Deputy City Attorney

Economic Development Division

200 North Main Street, 9th Floor

Los Angeles, CA 90012

(213) 978-7744

[REDACTED]  
[barak.vaughn@lacity.org](mailto:barak.vaughn@lacity.org)

\*\*\*\*\*Confidentiality Notice \*\*\*\*\*

This electronic message transmission contains information from the Office of the Los Angeles City Attorney, which may be confidential or protected by the attorney-client privilege and/or the work product doctrine. If you are not the intended recipient, be aware that any disclosure, copying, distribution or use of the content of this information is prohibited. If you have received this communication in error, please notify us immediately by e-mail and delete the original message and any attachments without reading or saving in any manner.

\*\*\*\*\*

\*\*\*\*\*Confidentiality Notice \*\*\*\*\*

This electronic message transmission contains information from the Office of the Los Angeles City Attorney, which may be confidential or protected by the attorney-client privilege and/or the work product doctrine. If you are not the intended recipient, be aware that any disclosure, copying, distribution or use of the content of this information is prohibited. If you have received this communication in error, please notify us immediately by e-mail and delete the original message and any attachments without reading or saving in any manner.

\*\*\*\*\*

--  
Barak Vaughn, Esq.

Deputy City Attorney

Economic Development Division

200 North Main Street, 9th Floor

Los Angeles, CA 90012

(213) 978-7744

[REDACTED]  
[barak.vaughn@lacity.org](mailto:barak.vaughn@lacity.org)

\*\*\*\*\*Confidentiality Notice \*\*\*\*\*

This electronic message transmission contains information from the Office of the Los Angeles City Attorney, which may be confidential or protected by the attorney-client privilege and/or the work product doctrine. If you are not the intended recipient, be aware that any disclosure, copying, distribution or use of the content of this information is prohibited. If you have received this communication in error, please notify us immediately by e-mail and delete the original message and any attachments without reading or saving in any manner.

\*\*\*\*\*

--

Barak Vaughn, Esq.  
Deputy City Attorney  
Economic Development Division  
200 North Main Street, 9th Floor  
Los Angeles, CA 90012  
(213) 978-7744

[REDACTED]  
[barak.vaughn@lacity.org](mailto:barak.vaughn@lacity.org)

\*\*\*\*\*Confidentiality Notice \*\*\*\*\*

This electronic message transmission contains information from the Office of the Los Angeles City Attorney, which may be confidential or protected by the attorney-client privilege and/or the work product doctrine. If you are not the intended recipient, be aware that any disclosure, copying, distribution or use of the content of this information is prohibited. If you have received this communication in error, please notify us immediately by e-mail and delete the original message and any attachments without reading or saving in any manner.

\*\*\*\*\*

---

**From:** Jeff Brantingham <branting@ucla.edu>  
**Sent:** Friday, May 1, 2020 1:10 PM  
**To:** Samuel Petty;Lopez, Freddy  
**Cc:** James Aceron;Dominic Choi  
**Subject:** Re: LAPD\_Brantingham\_MTA2020-00001299 [ACISR-20-1218]

**ATTENTION:** This email originated outside of LAPD. Please use caution when clicking on hyperlinks or opening attachments if you are unfamiliar with the sender.

Dear Sam:

I provided Fredy Lopez at UCLA with updated language for the opening paragraphs of the NDA. This language broadens the scope of the data to cover all of the existing and planned future projects that I am working on for LAPD.

I will let Freddy take it over from here according to appropriate procedures. I include that suggested language here, though, as a heads-up.

Sincerely,  
Jeff Brantingham

Draft language (included as "track changes" in Word document sent to Freddy Lopez).

Data-informed and community engaged policing requires constant innovation in theory and methods of data analysis and the development of new analytic tools for use in the field. This research seeks to understand patterns in crime, police operations and investigative practice using data provided by the LAPD ("Purpose").

These data provide by the LAPD may include calls-for-service records, crime event records, arrest event records, historical police patrol information, criminal investigative records and police body-worn video. These data will be used to support ongoing and future research projects including, but not limited to analysis of: (1) spatial and temporal trends in crime and disorder; (2) evaluation of spatial and temporal tends in police patrol; (3) continued evaluation of the impact of Mayor's Office of Gang Reduction Youth Development (GRYD) programs; (4) continued evaluation of the Community Safety Partnership; (5) development of advanced analytics for police body-worn video; and (6) development of advanced analytics for homicide investigation (i.e., the "Murder Book" research with the LAPD Homicide Library).

The results of this research may be of use to the LAPD in their mission to further data-informed and community engaged policing.

On Fri, May 1, 2020 at 11:38 AM Dominic Choi <32350@lapd.online> wrote:

Hi Sam,

Thanks for the quick work on this. My preference would be to broaden the data set/information for all of UCLA/Dr. Brantingham's projects, so we only have to do this once. I spoke with Jeff and he/UCLA is supportive. I hope this doesn't cause too much of an issue. I've included Jeff in this response.

Thank you all,

DOMINIC H. CHOI, Deputy Chief  
Chief of Staff  
Office of the Chief of Police

---

**From:** Samuel Petty <[samuel.petty@lacity.org](mailto:samuel.petty@lacity.org)>  
**Sent:** Friday, May 1, 2020 10:01 AM  
**To:** Dominic Choi <32350@lapd.online>; James Aceron <n5254@lapd.online>  
**Subject:** Fwd: LAPD\_Brantingham\_MTA2020-00001299 [ACISR-20-1218]

-----  
**ATTENTION:** This email originated outside of LAPD. Please use caution when clicking on hyperlinks or opening attachments if you are unfamiliar with the sender.

Hi Dominic,

It looks like we are closer on this. At your earliest convenience would you please confirm what data is being shared? I think we may want to be clear that this NDA applies only to that particular data set, absent an amendment.

Thanks,  
Sam

----- Forwarded message -----

From: Lopez, Freddy <[freddy.lopez@tdg.ucla.edu](mailto:freddy.lopez@tdg.ucla.edu)>  
Date: Fri, Apr 24, 2020 at 3:22 PM  
Subject: RE: LAPD\_Brantingham\_MTA2020-00001299 [ACISR-20-1218]  
To: [samuel.petty@lacity.org](mailto:samuel.petty@lacity.org) <[samuel.petty@lacity.org](mailto:samuel.petty@lacity.org)>  
Cc: Brantingham, P. Jeffery <[branting@ucla.edu](mailto:branting@ucla.edu)>

Hello Samuel,

My name is Freddy Lopez and I am assisting Dr. Brantingham with this matter. Please find attached to this message a converted word document with our edits and redlines ready for your review.

I look forward to working with you on this matter.

Kind Regards,

**Freddy R. Lopez**  
ISR-MTA Associate

UCLA Technology Development Group  
10889 Wilshire Blvd., Suite 920  
Los Angeles, CA 90095-7191  
(310) 794-0557 | [freddy.lopez@tdg.ucla.edu](mailto:freddy.lopez@tdg.ucla.edu)

--

Sam Petty  
Deputy City Attorney  
General Counsel Division  
Los Angeles City Attorney's Office  
200 North Main Street, 8th Floor  
Los Angeles, California 90012  
(213) 978-7100 - Telephone  
[Samuel.Petty@lacity.org](mailto:Samuel.Petty@lacity.org)

\*\*\*\*\*Confidentiality Notice \*\*\*\*\*

This electronic message transmission contains information from the Office of the Los Angeles City Attorney, which may be confidential or protected by the attorney-client privilege and/or the work product doctrine. If you are not the intended recipient, be aware that any disclosure, copying, distribution or use of the content of this information is prohibited. If you have received this communication in error, please notify us immediately by e-mail and delete the original message and any attachments without reading or saving in any manner.

\*\*\*\*\*

---

**From:** Dominic Choi  
**Sent:** Friday, May 1, 2020 11:37 AM  
**To:** Samuel Petty;James Aceron  
**Cc:** Jeff Brantingham  
**Subject:** Re: LAPD\_Brantingham\_MTA2020-00001299 [ACISR-20-1218]

Hi Sam,

Thanks for the quick work on this. My preference would be to broaden the data set/information for all of UCLA/Dr. Brantingham's projects, so we only have to do this once. I spoke with Jeff and he/UCLA is supportive. I hope this doesn't cause too much of an issue. I've included Jeff in this response.

Thank you all,

DOMINIC H. CHOI, Deputy Chief  
Chief of Staff  
Office of the Chief of Police

---

**From:** Samuel Petty <[samuel.petty@lacity.org](mailto:samuel.petty@lacity.org)>  
**Sent:** Friday, May 1, 2020 10:01 AM  
**To:** Dominic Choi <[32350@lapd.online](mailto:32350@lapd.online)>; James Aceron <[n5254@lapd.online](mailto:n5254@lapd.online)>  
**Subject:** Fwd: LAPD\_Brantingham\_MTA2020-00001299 [ACISR-20-1218]

.....  
**ATTENTION:** This email originated outside of LAPD. Please use caution when clicking on hyperlinks or opening attachments if you are unfamiliar with the sender.

Hi Dominic,

It looks like we are closer on this. At your earliest convenience would you please confirm what data is being shared? I think we may want to be clear that this NDA applies only to that particular data set, absent an amendment.

Thanks,  
Sam

----- Forwarded message -----

From: Lopez, Freddy <[freddy.lopez@tdg.ucla.edu](mailto:freddy.lopez@tdg.ucla.edu)>  
Date: Fri, Apr 24, 2020 at 3:22 PM  
Subject: RE: LAPD\_Brantingham\_MTA2020-00001299 [ACISR-20-1218]  
To: [<samuel.petty@lacity.org>](mailto:samuel.petty@lacity.org)  
Cc: Brantingham, P. Jeffery <[branting@ucla.edu](mailto:branting@ucla.edu)>

Hello Samuel,

My name is Freddy Lopez and I am assisting Dr. Brantingham with this matter. Please find attached to this message a converted word document with our edits and redlines ready for your review.

I look forward to working with you on this matter.

Kind Regards,

**Freddy R. Lopez**

ISR-MTA Associate

UCLA Technology Development Group  
10889 Wilshire Blvd., Suite 920  
Los Angeles, CA 90095-7191  
(310) 794-0557 | [freddy.lopez@tdg.ucla.edu](mailto:freddy.lopez@tdg.ucla.edu)

[www.tdg.ucla.edu](http://www.tdg.ucla.edu)

--

Sam Petty

Deputy City Attorney

General Counsel Division

Los Angeles City Attorney's Office

200 North Main Street, 8th Floor

Los Angeles, California 90012

(213) 978-7100 - Telephone

[Samuel.Petty@lacity.org](mailto:Samuel.Petty@lacity.org)

\*\*\*\*\*Confidentiality Notice \*\*\*\*\*

This electronic message transmission contains information from the Office of the Los Angeles City Attorney, which may be confidential or protected by the attorney-client privilege and/or the work product doctrine. If you are not the intended recipient, be aware that any disclosure, copying, distribution or use of the content of this information is prohibited. If you have received this communication in error, please notify us immediately by e-mail and delete the original message and any attachments without reading or saving in any manner.

\*\*\*\*\*

---

**From:** Barak Vaughn <barak.vaughn@lacity.org>  
**Sent:** Thursday, April 30, 2020 3:42 PM  
**To:** Sarmiento, Yessenia  
**Cc:** James Aceron;Brantingham, P. Jeffery;Fong, Jim;ORA PATS Records;LAPD Contracts;Barbra Ann Montesquieu;Thomas Brennan;Stella Larracas  
**Subject:** Re: UCLA Brantingham Agreement- PATS No. 20201004

**ATTENTION:** This email originated outside of LAPD. Please use caution when clicking on hyperlinks or opening attachments if you are unfamiliar with the sender.

Yessenia:

Thank you for reaching out again. Many of the issues that are of disagreement in the Agreement have to go through several layers of the LAPD. Once the necessary discussions, determinations, and courses of action moving forward are resolved, we will set up a conference call to discuss. I do not have a current timetable for that.

On Thu, Apr 30, 2020 at 3:06 PM Sarmiento, Yessenia <[yessenia.sarmiento@research.ucla.edu](mailto:yessenia.sarmiento@research.ucla.edu)> wrote:

Hello Barak,

Just a friendly follow up regarding the redlined agreement and conference call.

Please feel free to contact me if you have any questions and advise what days and times work for you.

All the best,

Yessenia Sarmiento, CRA

Contract & Grant Officer

*University of California, Los Angeles*

*Office of Contract & Grant Administration*

*10889 Wilshire Blvd., Suite 700*

*Los Angeles, CA 90095-1406*

Tel: 310-794-0393

[Yessenia.sarmiento@research.ucla.edu](mailto:Yessenia.sarmiento@research.ucla.edu)

\*Proposals are due to OCGA **five business days** prior to sponsor deadline\*

For OCGA forms, templates, and Commonly Needed Information, please contact:

Helen Kim, Contract & Grant Specialist: (310) 794-9636; [helen.kim@research.ucla.edu](mailto:helen.kim@research.ucla.edu)

**From:** Barak Vaughn <[barak.vaughn@lacity.org](mailto:barak.vaughn@lacity.org)>  
**Sent:** Tuesday, April 21, 2020 5:53 PM  
**To:** Sarmiento, Yessenia <[yessenia.sarmiento@research.ucla.edu](mailto:yessenia.sarmiento@research.ucla.edu)>  
**Cc:** James Aceron <n5254@lapd.online>; Brantingham, P. Jeffery <[branting@ucla.edu](mailto:branting@ucla.edu)>; Fong, Jim <[jim.fong@research.ucla.edu](mailto:jim.fong@research.ucla.edu)>; ORA PATS Records <[PATSRecords@research.ucla.edu](mailto:PATSRecords@research.ucla.edu)>; LAPD Contracts <[LAPDContracts@lapd.online](mailto:LAPDContracts@lapd.online)>; Barbra Ann Montesquieu <n3202@lapd.online>; Thomas Brennan <g9422@lapd.online>; Stella Larracas <n3371@lapd.online>  
**Subject:** Re: UCLA Brantingham Agreement- PATS No. 20201004

Thank you Yessenia. Will review as soon as possible and schedule a call thereafter. I will check with my colleagues about scheduling a call for next week.

On Tue, Apr 21, 2020 at 5:32 PM Sarmiento, Yessenia <[yessenia.sarmiento@research.ucla.edu](mailto:yessenia.sarmiento@research.ucla.edu)> wrote:

Dear Barak and James,

Hope you are well and safe!

Please find attached the agreement containing our response to each of your comments and the proposed Indemnification language. In addition, we would like to schedule a call to further discuss sections 405, 504 and PSC-21 to clarify and finalize the language. Please let me know your availability for this week and early next week. I will then send the conference call information.

All the best,

Yessenia Sarmiento, CRA

Contract & Grant Officer

*University of California, Los Angeles*

*Office of Contract & Grant Administration*

*10889 Wilshire Blvd., Suite 700*

*Los Angeles, CA 90095-1406*

Tel: 310-794-0393

[Yessenia.sarmiento@research.ucla.edu](mailto:Yessenia.sarmiento@research.ucla.edu)

\*Proposals are due to OCGA **five business days** prior to sponsor deadline\*

For OCGA forms, templates, and Commonly Needed Information, please contact:

Helen Kim, Contract & Grant Specialist: (310) 794-9636; [helen.kim@research.ucla.edu](mailto:helen.kim@research.ucla.edu)

---

**From:** Sarmiento, Yessenia  
**Sent:** Wednesday, April 15, 2020 6:31 PM  
**To:** Barak Vaughn <[barak.vaughn@lacity.org](mailto:barak.vaughn@lacity.org)>  
**Cc:** James Aceron <[n5254@lapd.online](mailto:n5254@lapd.online)>; Brantingham, P. Jeffery <[branting@ucla.edu](mailto:branting@ucla.edu)>; Fong, Jim <[jim.fong@research.ucla.edu](mailto:jim.fong@research.ucla.edu)>; ORA PATS Records <[PATSRecords@research.ucla.edu](mailto:PATSRecords@research.ucla.edu)>; LAPD Contracts <[LAPDContracts@lapd.online](mailto:LAPDContracts@lapd.online)>; Barbra Ann Montesquieu <[n3202@lapd.online](mailto:n3202@lapd.online)>; Thomas Brennan <[g9422@lapd.online](mailto:g9422@lapd.online)>; Stella Larracas <[n3371@lapd.online](mailto:n3371@lapd.online)>  
**Subject:** RE: UCLA Brantingham Agreement- PATS No. 20201004

Dear Barak and James,

I am following up on the proposed Indemnification language and hoping we can schedule a call to discuss Section 405 (Inventions, Patents, and Copyrights) and PSC-21 (Ownership and License).

Jim and I are available this Friday afternoon for a call. If Friday afternoon works, can you send me some times you are available? I can then send the call in information.

All the best,

Yessenia Sarmiento, CRA

Contract & Grant Officer

*University of California, Los Angeles*

*Office of Contract & Grant Administration*

*10889 Wilshire Blvd., Suite 700*

*Los Angeles, CA 90095-1406*

Tel: 310-794-0393

[Yessenia.sarmiento@research.ucla.edu](mailto:Yessenia.sarmiento@research.ucla.edu)

\*Proposals are due to OCGA **five business days** prior to sponsor deadline\*

For OCGA forms, templates, and Commonly Needed Information, please contact:

Helen Kim, Contract & Grant Specialist: (310) 794-9636; [helen.kim@research.ucla.edu](mailto:helen.kim@research.ucla.edu)

---

**From:** Sarmiento, Yessenia  
**Sent:** Tuesday, April 7, 2020 5:45 PM  
**To:** Barak Vaughn <[barak.vaughn@lacity.org](mailto:barak.vaughn@lacity.org)>  
**Cc:** James Aceron <[n5254@lapd.online](mailto:n5254@lapd.online)>; Brantingham, P. Jeffery <[branting@ucla.edu](mailto:branting@ucla.edu)>; Fong, Jim <[jim.fong@research.ucla.edu](mailto:jim.fong@research.ucla.edu)>; ORA PATS Records <[PATSRecords@research.ucla.edu](mailto:PATSRecords@research.ucla.edu)>; LAPD Contracts <[LAPDContracts@lapd.online](mailto:LAPDContracts@lapd.online)>; Barbra Ann Montesquieu <[n3202@lapd.online](mailto:n3202@lapd.online)>; Thomas Brennan <[g9422@lapd.online](mailto:g9422@lapd.online)>; Stella Larracas <[n3371@lapd.online](mailto:n3371@lapd.online)>  
**Subject:** RE: UCLA Brantingham Agreement- PATS No. 20201004

Hi Barak,

Thank you for the update.

Just want to be clear that the proposed language that was sent on 03/31/2020 is only in regards to the Indemnification language. (PSC-18, PSC-19, PSC-20, and PSC-23) We will await your comments and the scheduled call.

Stay well!

All the best,

Yessenia Sarmiento, CRA

Contract & Grant Officer

*University of California, Los Angeles*

*Office of Contract & Grant Administration*

*10889 Wilshire Blvd., Suite 700*

*Los Angeles, CA 90095-1406*

Tel: 310-794-0393

[Yessenia.sarmiento@research.ucla.edu](mailto:Yessenia.sarmiento@research.ucla.edu)

\*Proposals are due to OCGA **five business days** prior to sponsor deadline\*

For OCGA forms, templates, and Commonly Needed Information, please contact:

Helen Kim, Contract & Grant Specialist: (310) 794-9636; [helen.kim@research.ucla.edu](mailto:helen.kim@research.ucla.edu)

**From:** Barak Vaughn <[barak.vaughn@lacity.org](mailto:barak.vaughn@lacity.org)>

**Sent:** Tuesday, April 7, 2020 5:35 PM

**To:** Sarmiento, Yessenia <[yessenia.sarmiento@research.ucla.edu](mailto:yessenia.sarmiento@research.ucla.edu)>

**Cc:** James Aceron <[n5254@lapd.online](mailto:n5254@lapd.online)>; Brantingham, P. Jeffery <[branting@ucla.edu](mailto:branting@ucla.edu)>; Fong, Jim

<[jim.fong@research.ucla.edu](mailto:jim.fong@research.ucla.edu)>; ORA PATS Records <[PATSRecords@research.ucla.edu](mailto:PATSRecords@research.ucla.edu)>; LAPD Contracts <[LAPDContracts@lapd.online](mailto:LAPDContracts@lapd.online)>; Barbra Ann Montesquieu <[n3202@lapd.online](mailto:n3202@lapd.online)>; Thomas Brennan <[g9422@lapd.online](mailto:g9422@lapd.online)>; Stella Larracas <[n3371@lapd.online](mailto:n3371@lapd.online)>  
**Subject:** Re: UCLA Brantingham Agreement- PATS No. 20201004

Good evening Yessenia:

I hope you are staying safe. Your proposed language on several issues is being evaluated by LAPD. Once we receive its position on some of your proposed changes and incorporate any proposed changes from our office, we will set up the call. I am hopeful it will be by next week.

On Tue, Apr 7, 2020, 5:23 PM Sarmiento, Yessenia <[yessenia.sarmiento@research.ucla.edu](mailto:yessenia.sarmiento@research.ucla.edu)> wrote:

Dear Barak,

Hope all is well! Just a friendly follow up on the proposed language provided and the conference call to be scheduled.

If you have any questions, please do not hesitate to contact me.

All the best,

Yessenia Sarmiento, CRA

Contract & Grant Officer

*University of California, Los Angeles*

*Office of Contract & Grant Administration*

*10889 Wilshire Blvd., Suite 700*

*Los Angeles, CA 90095-1406*

Tel: 310-794-0393

[yessenia.sarmiento@research.ucla.edu](mailto:yessenia.sarmiento@research.ucla.edu)

\*Proposals are due to OCGA **five business days** prior to sponsor deadline\*

For OCGA forms, templates, and Commonly Needed Information, please contact:

Helen Kim, Contract & Grant Specialist: (310) 794-9636; [helen.kim@research.ucla.edu](mailto:helen.kim@research.ucla.edu)

---

**From:** Sarmiento, Yessenia  
**Sent:** Tuesday, March 31, 2020 2:08 PM  
**To:** 'Barak Vaughn' <[barak.vaughn@lacity.org](mailto:barak.vaughn@lacity.org)>  
**Cc:** James Aceron <[n5254@lapd.online](mailto:n5254@lapd.online)>; Brantingham, P. Jeffery <[branting@ucla.edu](mailto:branting@ucla.edu)>; Fong, Jim <[jim.fong@research.ucla.edu](mailto:jim.fong@research.ucla.edu)>; ORA PATS Records <[PATSRecords@research.ucla.edu](mailto:PATSRecords@research.ucla.edu)>; LAPD Contracts <[LAPDContracts@lapd.online](mailto:LAPDContracts@lapd.online)>; Barbra Ann Montesquieu <[n3202@lapd.online](mailto:n3202@lapd.online)>; Thomas Brennan <[g9422@lapd.online](mailto:g9422@lapd.online)>; Stella Larracas <[n3371@lapd.online](mailto:n3371@lapd.online)>  
**Subject:** RE: UCLA Brantingham Agreement- PATS No. 20201004

Dear Barak,

Thank you for getting back to me.

As suggested, please find attached the redlined agreement containing proposed language from our Risk Management office specifically to following clauses:

PSC-18, PSC-19, PSC-20, and PSC-23

We can discuss this further on the upcoming call.

All the best,

Yessenia Sarmiento, CRA

Contract & Grant Officer

*University of California, Los Angeles*

*Office of Contract & Grant Administration*

*10889 Wilshire Blvd., Suite 700*

*Los Angeles, CA 90095-1406*

Tel: 310-794-0393

[Yessenia.sarmiento@research.ucla.edu](mailto:Yessenia.sarmiento@research.ucla.edu)

*\*Proposals are due to OCGA **five business days** prior to sponsor deadline\**

*For OCGA forms, templates, and Commonly Needed Information, please contact:*

*Helen Kim, Contract & Grant Specialist: (310) 794-9636; [helen.kim@research.ucla.edu](mailto:helen.kim@research.ucla.edu)*

**From:** Barak Vaughn <[barak.vaughn@lacity.org](mailto:barak.vaughn@lacity.org)>

**Sent:** Monday, March 30, 2020 6:18 PM

**To:** Sarmiento, Yessenia <[yessenia.sarmiento@research.ucla.edu](mailto:yessenia.sarmiento@research.ucla.edu)>

**Cc:** James Aceron <[n5254@lapd.online](mailto:n5254@lapd.online)>; Brantingham, P. Jeffery <[branting@ucla.edu](mailto:branting@ucla.edu)>; Fong, Jim <[jim.fong@research.ucla.edu](mailto:jim.fong@research.ucla.edu)>; ORA PATS Records <[PATSRecords@research.ucla.edu](mailto:PATSRecords@research.ucla.edu)>; LAPD Contracts <[LAPDContracts@lapd.online](mailto:LAPDContracts@lapd.online)>; Barbra Ann Montesquieu <[n3202@lapd.online](mailto:n3202@lapd.online)>; Thomas Brennan <[g9422@lapd.online](mailto:g9422@lapd.online)>; Stella Larracas <[n3371@lapd.online](mailto:n3371@lapd.online)>

**Subject:** Re: UCLA Brantingham Agreement- PATS No. 20201004

Yessenia:

I will confer with my colleagues and get back to you about proposed dates and times.

On Mon, Mar 30, 2020, 12:28 PM Sarmiento, Yessenia <[yessenia.sarmiento@research.ucla.edu](mailto:yessenia.sarmiento@research.ucla.edu)> wrote:

Hello James and Barak,

Hope all is well and you are safe! Thank you for getting back to me and thank you for accepting our revisions.

We would like to schedule a call to discuss Section 405 (Inventions, Patents, and Copyrights) and PSC-21 (Ownership and License) which we believe can be finalized with a discussion. Jim and I are available in the afternoons for a conference call this week. If you can provide me the days and times that would work best for you, I can send the call in information.

We will also be requesting proposed language from our Risk Management Office in regards to the indemnification clauses and will bring this back to your attention for review as soon as possible.

We are hopeful the IP and indemnification language in the agreement can be finalized and the agreement can move forward for signatures.

We appreciate your assistance and will speak to you soon.

All the best,

Yessenia Sarmiento, CRA

Contract & Grant Officer

*University of California, Los Angeles*

*Office of Contract & Grant Administration*

*10889 Wilshire Blvd., Suite 700*

*Los Angeles, CA 90095-1406*

Tel: 310-794-0393

[Yessenia.sarmiento@research.ucla.edu](mailto:Yessenia.sarmiento@research.ucla.edu)

\*Proposals are due to OCGA **five business days** prior to sponsor deadline\*

*For OCGA forms, templates, and Commonly Needed Information, please contact:*

---

**From:** James Aceron <[n5254@lapd.online](mailto:n5254@lapd.online)>  
**Sent:** Friday, March 27, 2020 11:24 AM  
**To:** Sarmiento, Yessenia <[yessenia.sarmiento@research.ucla.edu](mailto:yessenia.sarmiento@research.ucla.edu)>  
**Cc:** Brantingham, P. Jeffery <[branting@ucla.edu](mailto:branting@ucla.edu)>; Fong, Jim <[jim.fong@research.ucla.edu](mailto:jim.fong@research.ucla.edu)>; ORA PATS Records <[PATSRecords@research.ucla.edu](mailto:PATSRecords@research.ucla.edu)>; LAPD Contracts <[LAPDContracts@lapd.online](mailto:LAPDContracts@lapd.online)>; Barbra Ann Montesquieu <[n3202@lapd.online](mailto:n3202@lapd.online)>; Thomas Brennan <[g9422@lapd.online](mailto:g9422@lapd.online)>; Barak Vaughn <[barak.vaughn@lacity.org](mailto:barak.vaughn@lacity.org)>; Stella Larracas <[n3371@lapd.online](mailto:n3371@lapd.online)>  
**Subject:** Re: UCLA Brantingham Agreement- PATS No. 20201004

Hi Yessenia,

Hope you are well and safe during these challenging times. With regard to the contract, please find the latest draft with the City Attorney's comments to UCLA's latest redlines. In addition, I removed the NRA Ordinance section, as it is no longer in effect, and added a section indicating that e-signatures can now be used to execute the contract.

As you can surmise from reading the draft, we are unable to move forward with the contract, based on UCLA's latest redlines. We are certainly open to suggestions that might resolve this impasse.

Best regards,

James

James T. Aceron, Serial No. N5254

Senior Management Analyst II

Officer in Charge, Contracts Section

Fiscal Operations Division

Los Angeles Police Department

100 West First Street, Suite 767

Los Angeles, CA 90012

Main Line: (213) 486-0112

[N5254@lapd.online](mailto:N5254@lapd.online)

CONFIDENTIALITY NOTICE: This communication with its contents may contain confidential and/or legally privileged information. It is solely for the use of the intended recipient(s). Unauthorized interception, review, use or disclosure is prohibited and may violate applicable laws including the Electronic Communications Privacy Act. If you are not the intended recipient, please contact the sender and destroy all copies of the communication.

---

**From:** Sarmiento, Yessenia <[yessenia.sarmiento@research.ucla.edu](mailto:yessenia.sarmiento@research.ucla.edu)>  
**Sent:** Tuesday, March 24, 2020 3:52 PM  
**To:** Barak Vaughn <[barak.vaughn@lacity.org](mailto:barak.vaughn@lacity.org)>  
**Cc:** James Aceron <[n5254@lapd.online](mailto:n5254@lapd.online)>; Brantingham, P. Jeffery <[branting@ucla.edu](mailto:branting@ucla.edu)>; Fong, Jim <[jim.fong@research.ucla.edu](mailto:jim.fong@research.ucla.edu)>; ORA PATS Records <[PATSRecords@research.ucla.edu](mailto:PATSRecords@research.ucla.edu)>; LAPD Contracts <[LAPDContracts@lapd.online](mailto:LAPDContracts@lapd.online)>; Barbra Ann Montesquieu <[n3202@lapd.online](mailto:n3202@lapd.online)>  
**Subject:** RE: UCLA Brantingham Agreement- PATS No. 20201004

.....

**ATTENTION:** This email originated outside of LAPD. Please use caution when clicking on hyperlinks or opening attachments if you are unfamiliar with the sender.

.....

Good morning James,

Hope all is well.

I am following up on your meeting and the redlined agreement. If you or Mr. Vaughn have any questions, please do not hesitate to contact me.

All the best,

Yessenia Sarmiento, CRA

Contract & Grant Officer

*University of California, Los Angeles*

*Office of Contract & Grant Administration*

*10889 Wilshire Blvd., Suite 700*

*Los Angeles, CA 90095-1406*

Tel: 310-794-0393

[Yessenia.sarmiento@research.ucla.edu](mailto:Yessenia.sarmiento@research.ucla.edu)

\*Proposals are due to OCGA **five business days** prior to sponsor deadline\*

For OCGA forms, templates, and Commonly Needed Information, please contact:

Helen Kim, Contract & Grant Specialist: (310) 794-9636; [helen.kim@research.ucla.edu](mailto:helen.kim@research.ucla.edu)

---

**From:** Sarmiento, Yessenia  
**Sent:** Monday, March 9, 2020 3:20 PM  
**To:** Barak Vaughn <[barak.vaughn@lacity.org](mailto:barak.vaughn@lacity.org)>  
**Cc:** James Aceron <[n5254@lapd.online](mailto:n5254@lapd.online)>; Brantingham, P. Jeffery <[branting@ucla.edu](mailto:branting@ucla.edu)>; Fong, Jim <[jim.fong@research.ucla.edu](mailto:jim.fong@research.ucla.edu)>; ORA PATS Records <[PATSRecords@research.ucla.edu](mailto:PATSRecords@research.ucla.edu)>; LAPD Contracts <[LAPDContracts@lapd.online](mailto:LAPDContracts@lapd.online)>; Barbra Ann Montesquieu <[n3202@lapd.online](mailto:n3202@lapd.online)>  
**Subject:** RE: UCLA Brantingham Agreement- PATS No. 20201004

Thank you for the update.

All the best,

Yessenia Sarmiento, CRA

Contract & Grant Officer

*University of California, Los Angeles*

*Office of Contract & Grant Administration*

*10889 Wilshire Blvd., Suite 700*

*Los Angeles, CA 90095-1406*

Tel: 310-794-0393

[Yessenia.sarmiento@research.ucla.edu](mailto:Yessenia.sarmiento@research.ucla.edu)

\*Proposals are due to OCGA **five business days** prior to sponsor deadline\*

For OCGA forms, templates, and Commonly Needed Information, please contact:

Helen Kim, Contract & Grant Specialist: (310) 794-9636; [helen.kim@research.ucla.edu](mailto:helen.kim@research.ucla.edu)

**From:** Barak Vaughn <[barak.vaughn@lacity.org](mailto:barak.vaughn@lacity.org)>

**Sent:** Monday, March 9, 2020 2:59 PM

**To:** Sarmiento, Yessenia <[yessenia.sarmiento@research.ucla.edu](mailto:yessenia.sarmiento@research.ucla.edu)>

**Cc:** James Aceron <[n5254@lapd.online](mailto:n5254@lapd.online)>; Brantingham, P. Jeffery <[branting@ucla.edu](mailto:branting@ucla.edu)>; Fong, Jim <[jim.fong@research.ucla.edu](mailto:jim.fong@research.ucla.edu)>; ORA PATS Records <[PATSRecords@research.ucla.edu](mailto:PATSRecords@research.ucla.edu)>; LAPD Contracts <[LAPDContracts@lapd.online](mailto:LAPDContracts@lapd.online)>; Barbra Ann Montesquieu <[n3202@lapd.online](mailto:n3202@lapd.online)>

**Subject:** Re: UCLA Brantingham Agreement- PATS No. 20201004

Good Afternoon Yessenia:

We are in the process of getting the City team together to discuss the redlines to the Agreement and the extensive redlines to the Standard Provisions. Once that meeting takes place, we will set up a telephonic conference with UCLA regarding the redlines. I estimate that will occur within the next 7 to 10 days.

On Mon, Mar 9, 2020 at 2:45 PM Sarmiento, Yessenia <[yessenia.sarmiento@research.ucla.edu](mailto:yessenia.sarmiento@research.ucla.edu)> wrote:

Good morning James,

Just a friendly follow up on the redlined agreement. If you or Mr. Vaughn have any questions, please do not hesitate to contact me.

All the best,  
Yessenia Sarmiento, CRA  
Contract & Grant Officer  
University of California, Los Angeles  
Office of Contract & Grant Administration  
10889 Wilshire Blvd., Suite 700  
Los Angeles, CA 90095-1406  
Tel: 310-794-0393  
[Yessenia.sarmiento@research.ucla.edu](mailto:Yessenia.sarmiento@research.ucla.edu)

\*Proposals are due to OCGA five business days prior to sponsor deadline\*

For OCGA forms, templates, and Commonly Needed Information, please contact:  
Helen Kim, Contract & Grant Specialist: (310) 794-9636; [helen.kim@research.ucla.edu](mailto:helen.kim@research.ucla.edu)

-----Original Message-----

From: Sarmiento, Yessenia  
Sent: Wednesday, March 4, 2020 7:36 AM  
To: James Aceron <[n5254@lapd.online](mailto:n5254@lapd.online)>; Brantingham, P. Jeffery <[branting@ucla.edu](mailto:branting@ucla.edu)>  
Cc: Fong, Jim <[jim.fong@research.ucla.edu](mailto:jim.fong@research.ucla.edu)>; Kim, Helen <[helen.kim@research.ucla.edu](mailto:helen.kim@research.ucla.edu)>; ORA PATS Records <[PATSRecords@research.ucla.edu](mailto:PATSRecords@research.ucla.edu)>; LAPD Contracts <[LAPDContracts@lapd.online](mailto:LAPDContracts@lapd.online)>; Barak Vaughn <[barak.vaughn@lacity.org](mailto:barak.vaughn@lacity.org)>; Barbra Ann Montesquieu <[n3202@lapd.online](mailto:n3202@lapd.online)>  
Subject: RE: UCLA Brantingham Agreement- PATS No. 20201004

Good morning James,

We are following up on the redlined agreement. If you or Mr. Vaughn have any questions, please do not hesitate to contact me.

All the best,  
Yessenia Sarmiento, CRA  
Contract & Grant Officer  
University of California, Los Angeles  
Office of Contract & Grant Administration  
10889 Wilshire Blvd., Suite 700  
Los Angeles, CA 90095-1406  
Tel: 310-794-0393  
[Yessenia.sarmiento@research.ucla.edu](mailto:Yessenia.sarmiento@research.ucla.edu)

\*Proposals are due to OCGA five business days prior to sponsor deadline\*

For OCGA forms, templates, and Commonly Needed Information, please contact:  
Helen Kim, Contract & Grant Specialist: (310) 794-9636; [helen.kim@research.ucla.edu](mailto:helen.kim@research.ucla.edu)

-----Original Message-----

From: James Aceron <[n5254@lapd.online](mailto:n5254@lapd.online)>  
Sent: Wednesday, February 26, 2020 12:41 PM  
To: Sarmiento, Yessenia <[yessenia.sarmiento@research.ucla.edu](mailto:yessenia.sarmiento@research.ucla.edu)>; Brantingham, P. Jeffery <[branting@ucla.edu](mailto:branting@ucla.edu)>  
Cc: Fong, Jim <[jim.fong@research.ucla.edu](mailto:jim.fong@research.ucla.edu)>; Kim, Helen <[helen.kim@research.ucla.edu](mailto:helen.kim@research.ucla.edu)>; ORA PATS Records <[PATSRecords@research.ucla.edu](mailto:PATSRecords@research.ucla.edu)>; LAPD Contracts <[LAPDContracts@lapd.online](mailto:LAPDContracts@lapd.online)>; Barak Vaughn <[barak.vaughn@lacity.org](mailto:barak.vaughn@lacity.org)>; Barbra Ann Montesquieu <[n3202@lapd.online](mailto:n3202@lapd.online)>  
Subject: Re: UCLA Brantingham Agreement- PATS No. 20201004

Hi Yessenia,

Thank you for the revised draft. We'll get back to you as soon as Barak Vaughn, our City Attorney, completes his review.

Best regards,

James

James T. Aceron, Serial No. N5254  
Senior Management Analyst II  
Officer in Charge, Contracts Section  
Fiscal Operations Division  
Los Angeles Police Department  
100 West First Street, Suite 767  
Los Angeles, CA 90012

Main Line: (213) 486-0112  
[N5254@lapd.online](mailto:N5254@lapd.online)

CONFIDENTIALITY NOTICE: This communication with its contents may contain confidential and/or legally privileged information. It is solely for the use of the intended recipient(s). Unauthorized interception, review, use or disclosure is prohibited and may violate applicable laws including the Electronic Communications Privacy Act. If you are not the intended recipient, please contact the sender and destroy all copies of the communication.

---

From: Sarmiento, Yessenia <[yessenia.sarmiento@research.ucla.edu](mailto:yessenia.sarmiento@research.ucla.edu)>  
Sent: Wednesday, February 26, 2020 12:21 PM  
To: James Aceron; Brantingham, P. Jeffery  
Cc: Fong, Jim; Kim, Helen; ORA PATS Records; LAPD Contracts; Barak Vaughn; Barbra Ann Montesquieu; Rachel Rodriguez; Jeffrey Bert  
Subject: RE: UCLA Brantingham Agreement- PATS No. 20201004

ATTENTION: This email originated outside of LAPD. Please use caution when clicking on hyperlinks or opening attachments if you are unfamiliar with the sender.

Hello James,

Please find attached the redlined agreement. If you or the City Attorney have any questions, please feel free to contact me.

We appreciate your assistance in finalizing this agreement.

All the best,  
Yessenia Sarmiento, CRA  
Contract & Grant Officer  
University of California, Los Angeles  
Office of Contract & Grant Administration  
10889 Wilshire Blvd., Suite 700  
Los Angeles, CA 90095-1406  
Tel: 310-794-0393  
[Yessenia.sarmiento@research.ucla.edu](mailto:Yessenia.sarmiento@research.ucla.edu)

\*Proposals are due to OCGA five business days prior to sponsor deadline\*

For OCGA forms, templates, and Commonly Needed Information, please contact:  
Helen Kim, Contract & Grant Specialist: (310) 794-9636; [helen.kim@research.ucla.edu](mailto:helen.kim@research.ucla.edu)

-----Original Message-----

From: James Aceron <[n5254@lapd.online](mailto:n5254@lapd.online)>  
Sent: Friday, February 21, 2020 9:40 AM  
To: Sarmiento, Yessenia <[yessenia.sarmiento@research.ucla.edu](mailto:yessenia.sarmiento@research.ucla.edu)>; Brantingham, P. Jeffery <[branting@ucla.edu](mailto:branting@ucla.edu)>  
Cc: Fong, Jim <[jim.fong@research.ucla.edu](mailto:jim.fong@research.ucla.edu)>; Kim, Helen <[helen.kim@research.ucla.edu](mailto:helen.kim@research.ucla.edu)>; ORA PATS Records <[PATSRecords@research.ucla.edu](mailto:PATSRecords@research.ucla.edu)>; LAPD Contracts <[LAPDContracts@lapd.online](mailto:LAPDContracts@lapd.online)>; Barak Vaughn <[barak.vaughn@lacity.org](mailto:barak.vaughn@lacity.org)>; Barbra Ann Montesquieu <[n3202@lapd.online](mailto:n3202@lapd.online)>; Rachel Rodriguez <[37455@lapd.online](mailto:37455@lapd.online)>; Jeffrey Bert <[33112@lapd.online](mailto:33112@lapd.online)>  
Subject: Re: UCLA Brantingham Agreement- PATS No. 20201004

Hi Yessenia,

I'm just following up on where UCLA is at with the contract, based on our January 29, 2020 teleconference with the City Attorney. Any idea when we should expect it?

Thanks,

James

James T. Aceron, Serial No. N5254  
Senior Management Analyst II  
Officer in Charge, Contracts Section  
Fiscal Operations Division  
Los Angeles Police Department  
100 West First Street, Suite 767  
Los Angeles, CA 90012

[REDACTED]  
Main Line: (213) 486-0112  
[N5254@lapd.online](mailto:N5254@lapd.online)

CONFIDENTIALITY NOTICE: This communication with its contents may contain confidential and/or legally privileged information. It is solely for the use of the intended recipient(s). Unauthorized interception, review, use or

disclosure is prohibited and may violate applicable laws including the Electronic Communications Privacy Act. If you are not the intended recipient, please contact the sender and destroy all copies of the communication.

---

From: Sarmiento, Yessenia <[yessenia.sarmiento@research.ucla.edu](mailto:yessenia.sarmiento@research.ucla.edu)>  
Sent: Monday, January 27, 2020 8:28 AM  
To: James Aceron; Brantingham, P. Jeffery  
Cc: Fong, Jim; Kim, Helen; ORA PATS Records; LAPD Contracts; Barak Vaughn; Barbra Ann Montesquieu; Rachel Rodriguez; Jeffrey Bert  
Subject: RE: UCLA Brantingham Agreement- PATS No. 20201004

ATTENTION: This email originated outside of LAPD. Please use caution when clicking on hyperlinks or opening attachments if you are unfamiliar with the sender.

Good morning James and Jeff,

Please see below the call-in information for our conference call scheduled Wednesday, January 29th at 10AM:

Dial: 1 669 900 6833 US (San Jose)

Meeting ID: [REDACTED]

Speak to you soon,  
Yessenia Sarmiento, CRA  
Contract & Grant Officer  
University of California, Los Angeles  
Office of Contract & Grant Administration  
10889 Wilshire Blvd., Suite 700  
Los Angeles, CA 90095-1406  
Tel: 310-794-0393

[yessenia.sarmiento@research.ucla.edu](mailto:yessenia.sarmiento@research.ucla.edu)<mailto:[yessenia.sarmiento@research.ucla.edu](mailto:yessenia.sarmiento@research.ucla.edu)>

\*Proposals are due to OCGA five business days prior to sponsor deadline\*

For OCGA forms, templates, and Commonly Needed Information, please contact:  
Helen Kim, Contract & Grant Specialist: (310) 794-9636;  
[helen.kim@research.ucla.edu](mailto:helen.kim@research.ucla.edu)<mailto:[helen.kim@research.ucla.edu](mailto:helen.kim@research.ucla.edu)>

From: James Aceron <[n5254@lapd.online](mailto:n5254@lapd.online)>  
Sent: Friday, January 24, 2020 3:10 PM  
To: Brantingham, P. Jeffery <[branting@ucla.edu](mailto;branting@ucla.edu)>; Sarmiento, Yessenia <[yessenia.sarmiento@research.ucla.edu](mailto:yessenia.sarmiento@research.ucla.edu)>  
Cc: Fong, Jim <[jim.fong@research.ucla.edu](mailto:jim.fong@research.ucla.edu)>; Kim, Helen <[helen.kim@research.ucla.edu](mailto:helen.kim@research.ucla.edu)>; ORA PATS Records <[PATSRecords@research.ucla.edu](mailto:PATSRecords@research.ucla.edu)>; LAPD Contracts <[LAPDContracts@lapd.online](mailto:LAPDContracts@lapd.online)>; Barak Vaughn <[barak.vaughn@lacity.org](mailto:barak.vaughn@lacity.org)>; Barbra Ann Montesquieu <[n3202@lapd.online](mailto:n3202@lapd.online)>; Rachel Rodriguez <[37455@lapd.online](mailto:37455@lapd.online)>; Jeffrey Bert <[33112@lapd.online](mailto:33112@lapd.online)>  
Subject: Re: UCLA Brantingham Agreement- PATS No. 20201004

Okay, Wednesday, 10 a.m. - 12 noon, it is.

Best regards,

James

---

From: Jeff Brantingham <[branting@ucla.edu](mailto:branting@ucla.edu)<mailto:[branting@ucla.edu](mailto:branting@ucla.edu)>>  
Sent: Friday, January 24, 2020 2:52 PM  
To: Sarmiento, Yessenia <[yessenia.sarmiento@research.ucla.edu](mailto:yessenia.sarmiento@research.ucla.edu)<mailto:[yessenia.sarmiento@research.ucla.edu](mailto:yessenia.sarmiento@research.ucla.edu)>>  
Cc: James Aceron <[n5254@lapd.online](mailto:n5254@lapd.online)<mailto:[n5254@lapd.online](mailto:n5254@lapd.online)>>; Fong, Jim  
<[jim.fong@research.ucla.edu](mailto:jim.fong@research.ucla.edu)<mailto:[jim.fong@research.ucla.edu](mailto:jim.fong@research.ucla.edu)>>; Kim, Helen  
<[helen.kim@research.ucla.edu](mailto:helen.kim@research.ucla.edu)<mailto:[helen.kim@research.ucla.edu](mailto:helen.kim@research.ucla.edu)>>; ORA PATS Records  
<[PATSRecords@research.ucla.edu](mailto:PATSRecords@research.ucla.edu)<mailto:[PATSRecords@research.ucla.edu](mailto:PATSRecords@research.ucla.edu)>>; LAPD Contracts  
<[LAPDContracts@lapd.online](mailto:LAPDContracts@lapd.online)<mailto:[LAPDContracts@lapd.online](mailto:LAPDContracts@lapd.online)>>; Barak Vaughn  
<[barak.vaughn@lacity.org](mailto:barak.vaughn@lacity.org)<mailto:[barak.vaughn@lacity.org](mailto:barak.vaughn@lacity.org)>>; Barbra Ann Montesquieu  
<[n3202@lapd.online](mailto:n3202@lapd.online)<mailto:[n3202@lapd.online](mailto:n3202@lapd.online)>>; Rachel Rodriguez  
<[37455@lapd.online](mailto:37455@lapd.online)<mailto:[37455@lapd.online](mailto:37455@lapd.online)>>; Jeffrey Bert  
<[33112@lapd.online](mailto:33112@lapd.online)<mailto:[33112@lapd.online](mailto:33112@lapd.online)>>  
Subject: Re: UCLA Brantingham Agreement- PATS No. 20201004

ATTENTION: This email originated outside of LAPD. Please use caution when clicking on hyperlinks or opening attachments if you are unfamiliar with the sender.

Hello All:

I have put Wednesday Jan 29, 10AM-12PM in my calendar.

Sincerely,  
Jeff

On Fri, Jan 24, 2020 at 2:49 PM Sarmiento, Yessenia  
<[yessenia.sarmiento@research.ucla.edu](mailto:yessenia.sarmiento@research.ucla.edu)<mailto:[yessenia.sarmiento@research.ucla.edu](mailto:yessenia.sarmiento@research.ucla.edu)>> wrote:  
Hi Jim and James,

Wednesday 10am-12pm works for me as well. Once we hear back from Dr. Brantingham, I can share the conference call information.

Best,  
Yessenia

---

From: James Aceron <[n5254@lapd.online](mailto:n5254@lapd.online)<mailto:[n5254@lapd.online](mailto:n5254@lapd.online)>>  
Sent: Friday, January 24, 2020 11:23:28 AM  
To: Fong, Jim <[jim.fong@research.ucla.edu](mailto:jim.fong@research.ucla.edu)<mailto:[jim.fong@research.ucla.edu](mailto:jim.fong@research.ucla.edu)>>; Sarmiento, Yessenia  
<[yessenia.sarmiento@research.ucla.edu](mailto:yessenia.sarmiento@research.ucla.edu)<mailto:[yessenia.sarmiento@research.ucla.edu](mailto:yessenia.sarmiento@research.ucla.edu)>>  
Cc: Kim, Helen <[helen.kim@research.ucla.edu](mailto:helen.kim@research.ucla.edu)<mailto:[helen.kim@research.ucla.edu](mailto:helen.kim@research.ucla.edu)>>; ORA PATS Records  
<[PATSRecords@research.ucla.edu](mailto:PATSRecords@research.ucla.edu)<mailto:[PATSRecords@research.ucla.edu](mailto:PATSRecords@research.ucla.edu)>>; LAPD Contracts  
<[LAPDContracts@lapd.online](mailto:LAPDContracts@lapd.online)<mailto:[LAPDContracts@lapd.online](mailto:LAPDContracts@lapd.online)>>; Barak Vaughn  
<[barak.vaughn@lacity.org](mailto:barak.vaughn@lacity.org)<mailto:[barak.vaughn@lacity.org](mailto:barak.vaughn@lacity.org)>>; Barbra Ann Montesquieu  
<[n3202@lapd.online](mailto:n3202@lapd.online)<mailto:[n3202@lapd.online](mailto:n3202@lapd.online)>>; Brantingham, P. Jeffery  
<[branting@ucla.edu](mailto:branting@ucla.edu)<mailto:[branting@ucla.edu](mailto:branting@ucla.edu)>>; Rachel Rodriguez

<37455@lapd.online<mailto:[37455@lapd.online](mailto:37455@lapd.online)>>; Jeffrey Bert  
<33112@lapd.online<mailto:[33112@lapd.online](mailto:33112@lapd.online)>>  
Subject: Re: UCLA Brantingham Agreement- PATS No. 20201004

Hi Jim,

Either 10-11 or 11-12 works for us. Just let us know what works best for you, Jeff, and Yessenia.

Our preference is for the original contract language to remain as is because of the City's contracting requirements.  
Are there clauses in the contract that conflict with UCLA's contracting requirements?

Thank you,

James

James T. Aceron, Serial No. N5254

Senior Management Analyst II

Officer in Charge, Contracts Section

Fiscal Operations Division

Los Angeles Police Department

100 West First Street, Suite 773

Los Angeles, CA 90012

[REDACTED]  
Main Line: (213) 486-0112

N5254@lapd.online<mailto:[N5254@lapd.online](mailto:N5254@lapd.online)>

CONFIDENTIALITY NOTICE: This communication with its contents may contain confidential and/or legally privileged information. It is solely for the use of the intended recipient(s). Unauthorized interception, review, use or disclosure is prohibited and may violate applicable laws including the Electronic Communications Privacy Act. If you are not the intended recipient, please contact the sender and destroy all copies of the communication.

---

From: Fong, Jim <[jim.fong@research.ucla.edu](mailto:jim.fong@research.ucla.edu)<mailto:[jim.fong@research.ucla.edu](mailto:jim.fong@research.ucla.edu)>>  
Sent: Friday, January 24, 2020 9:13 AM  
To: James Aceron <[n5254@lapd.online](mailto:n5254@lapd.online)<mailto:[n5254@lapd.online](mailto:n5254@lapd.online)>>; Sarmiento, Yessenia <[yessenia.sarmiento@research.ucla.edu](mailto:yessenia.sarmiento@research.ucla.edu)<mailto:[yessenia.sarmiento@research.ucla.edu](mailto:yessenia.sarmiento@research.ucla.edu)>>  
Cc: Kim, Helen <[helen.kim@research.ucla.edu](mailto:helen.kim@research.ucla.edu)<mailto:[helen.kim@research.ucla.edu](mailto:helen.kim@research.ucla.edu)>>; ORA PATS Records <[PATSRecords@research.ucla.edu](mailto:PATSRecords@research.ucla.edu)<mailto:[PATSRecords@research.ucla.edu](mailto:PATSRecords@research.ucla.edu)>>; LAPD Contracts

<LAPDContracts@lapd.online<mailto:[LAPDContracts@lapd.online](mailto:LAPDContracts@lapd.online)>>; Barak Vaughn  
<[barak.vaughn@lacity.org](mailto:barak.vaughn@lacity.org)<mailto:[barak.vaughn@lacity.org](mailto:barak.vaughn@lacity.org)>>; Barbra Ann Montesquieu  
<n3202@lapd.online<mailto:[n3202@lapd.online](mailto:n3202@lapd.online)>>; Brantingham, P. Jeffery  
<[branting@ucla.edu](mailto:branting@ucla.edu)<mailto:[branting@ucla.edu](mailto:branting@ucla.edu)>>; Rachel Rodriguez  
<37455@lapd.online<mailto:[37455@lapd.online](mailto:37455@lapd.online)>>; Jeffrey Bert  
<33112@lapd.online<mailto:[33112@lapd.online](mailto:33112@lapd.online)>>  
Subject: RE: UCLA Brantingham Agreement- PATS No. 20201004

ATTENTION: This email originated outside of LAPD. Please use caution when clicking on hyperlinks or opening attachments if you are unfamiliar with the sender.

James,

I'm Yessenia's supervisor and she is out today. For me, Wednesday from 10-12 noon works best.

If possible, can you share what clauses are an absolute "no" for LAPD or is it a matter of wordsmithing some of the language?

Jim Fong

Assistant Director, Contracts and Incoming Subawards

Office of Contract and Grant Administration

University of California, Los Angeles

Ph: 310-794-0608

Em: [<mailto:Jim.Fong@research.ucla.edu>](mailto:Jim.Fong@research.ucla.edu)

From: James Aceron <n5254@lapd.online<mailto:[n5254@lapd.online](mailto:n5254@lapd.online)>>  
Sent: Friday, January 24, 2020 8:38 AM  
To: Sarmiento, Yessenia <[yessenia.sarmiento@research.ucla.edu](mailto:yessenia.sarmiento@research.ucla.edu)<mailto:[yessenia.sarmiento@research.ucla.edu](mailto:yessenia.sarmiento@research.ucla.edu)>>  
Cc: Kim, Helen <[helen.kim@research.ucla.edu](mailto:helen.kim@research.ucla.edu)<mailto:[helen.kim@research.ucla.edu](mailto:helen.kim@research.ucla.edu)>>; ORA PATS Records  
<[PATSRecords@research.ucla.edu](mailto:PATSRecords@research.ucla.edu)<mailto:[PATSRecords@research.ucla.edu](mailto:PATSRecords@research.ucla.edu)>>; LAPD Contracts  
<LAPDContracts@lapd.online<mailto:[LAPDContracts@lapd.online](mailto:LAPDContracts@lapd.online)>>; Barak Vaughn  
<[barak.vaughn@lacity.org](mailto:barak.vaughn@lacity.org)<mailto:[barak.vaughn@lacity.org](mailto:barak.vaughn@lacity.org)>>; Barbra Ann Montesquieu  
<n3202@lapd.online<mailto:[n3202@lapd.online](mailto:n3202@lapd.online)>>; Brantingham, P. Jeffery  
<[branting@ucla.edu](mailto:branting@ucla.edu)<mailto:[branting@ucla.edu](mailto:branting@ucla.edu)>>; Rachel Rodriguez  
<37455@lapd.online<mailto:[37455@lapd.online](mailto:37455@lapd.online)>>; Jeffrey Bert  
<33112@lapd.online<mailto:[33112@lapd.online](mailto:33112@lapd.online)>>; Fong, Jim

<[jim.fong@research.ucla.edu](mailto:jim.fong@research.ucla.edu)<mailto:[jim.fong@research.ucla.edu](mailto:jim.fong@research.ucla.edu)>>

Subject: Re: UCLA Brantingham Agreement- PATS No. 20201004

Hi Yessenia,

Sounds good. We're unavailable Monday and Tuesday. How about Wednesday or Thursday between 10-12 noon or 1-2 p.m.?

James

James T. Aceron, Serial No. N5254

Senior Management Analyst II

Officer in Charge, Contracts Section

Fiscal Operations Division

Los Angeles Police Department

100 West First Street, Suite 773

Los Angeles, CA 90012

[REDACTED]  
Main Line: (213) 486-0112

N5254@lapd.online<mailto:[N5254@lapd.online](mailto:N5254@lapd.online)>

CONFIDENTIALITY NOTICE: This communication with its contents may contain confidential and/or legally privileged information. It is solely for the use of the intended recipient(s). Unauthorized interception, review, use or disclosure is prohibited and may violate applicable laws including the Electronic Communications Privacy Act. If you are not the intended recipient, please contact the sender and destroy all copies of the communication.

---

From: Sarmiento, Yessenia  
<[yessenia.sarmiento@research.ucla.edu](mailto:yessenia.sarmiento@research.ucla.edu)><mailto:[yessenia.sarmiento@research.ucla.edu](mailto:yessenia.sarmiento@research.ucla.edu)>>  
Sent: Thursday, January 23, 2020 11:30 PM  
To: James Aceron <n5254@lapd.online<mailto:n5254@lapd.online>>  
Cc: Kim, Helen <[helen.kim@research.ucla.edu](mailto:helen.kim@research.ucla.edu)><mailto:[helen.kim@research.ucla.edu](mailto:helen.kim@research.ucla.edu)>>; ORA PATS Records  
<[PATSRecords@research.ucla.edu](mailto:PATSRecords@research.ucla.edu)><mailto:[PATSRecords@research.ucla.edu](mailto:PATSRecords@research.ucla.edu)>>; LAPD Contracts  
<[LAPDContracts@lapd.online](mailto:LAPDContracts@lapd.online)><mailto:[LAPDContracts@lapd.online](mailto:LAPDContracts@lapd.online)>>; Barak Vaughn  
<[barak.vaughn@lacity.org](mailto:barak.vaughn@lacity.org)><mailto:[barak.vaughn@lacity.org](mailto:barak.vaughn@lacity.org)>>; Barbra Ann Montesquieu  
<n3202@lapd.online<mailto:n3202@lapd.online>>; Brantingham, P. Jeffery  
<[branting@ucla.edu](mailto:branting@ucla.edu)><mailto:[branting@ucla.edu](mailto:branting@ucla.edu)>>; Rachel Rodriguez  
<37455@lapd.online<mailto:37455@lapd.online>>; Jeffrey Bert  
<33112@lapd.online<mailto:33112@lapd.online>>; Fong, Jim  
<[jim.fong@research.ucla.edu](mailto:jim.fong@research.ucla.edu)><mailto:[jim.fong@research.ucla.edu](mailto:jim.fong@research.ucla.edu)>>  
Subject: RE: UCLA Brantingham Agreement- PATS No. 20201004

ATTENTION: This email originated outside of LAPD. Please use caution when clicking on hyperlinks or opening attachments if you are unfamiliar with the sender.

Hello James,

Thank you for getting back to me. I am feeling much better now.

Can we schedule a call for Monday to further discuss the terms and conditions? Is it possible to also have the city attorney on the call as well? If you can provide me available times, I can coordinate with my supervisor and Dr. Brantingham to schedule a call. I am scheduled out of the office tomorrow but will check email to confirm a day and time and share the conference call information.

All the best,

Yessenia Sarmiento, CRA

Contract & Grant Officer

University of California, Los Angeles

Office of Contract & Grant Administration

10889 Wilshire Blvd., Suite 700

Los Angeles, CA 90095-1406

Tel: 310-794-0393

[Yessenia.sarmiento@research.ucla.edu](mailto:Yessenia.sarmiento@research.ucla.edu)<mailto:[Yessenia.sarmiento@research.ucla.edu](mailto:Yessenia.sarmiento@research.ucla.edu)>

\*Proposals are due to OCGA five business days prior to sponsor deadline\*

For OCGA forms, templates, and Commonly Needed Information, please contact:

Helen Kim, Contract & Grant Specialist: (310) 794-9636;

[helen.kim@research.ucla.edu](mailto:helen.kim@research.ucla.edu)<mailto:[helen.kim@research.ucla.edu](mailto:helen.kim@research.ucla.edu)>

From: James Aceron <n5254@lapd.online<mailto:[n5254@lapd.online](mailto:n5254@lapd.online)>>

Sent: Wednesday, January 22, 2020 2:41 PM

To: Sarmiento, Yessenia <[yessenia.sarmiento@research.ucla.edu](mailto:yessenia.sarmiento@research.ucla.edu)<mailto:[yessenia.sarmiento@research.ucla.edu](mailto:yessenia.sarmiento@research.ucla.edu)>>

Cc: Kim, Helen <[helen.kim@research.ucla.edu](mailto:helen.kim@research.ucla.edu)<mailto:[helen.kim@research.ucla.edu](mailto:helen.kim@research.ucla.edu)>>; ORA PATS Records

<[PATSRecords@research.ucla.edu](mailto:PATSRecords@research.ucla.edu)<mailto:[PATSRecords@research.ucla.edu](mailto:PATSRecords@research.ucla.edu)>>; LAPD Contracts

<[LAPDContracts@lapd.online](mailto:LAPDContracts@lapd.online)<mailto:[LAPDContracts@lapd.online](mailto:LAPDContracts@lapd.online)>>; Barak Vaughn

<[barak.vaughn@lacity.org](mailto:barak.vaughn@lacity.org)<mailto:[barak.vaughn@lacity.org](mailto:barak.vaughn@lacity.org)>>; Barbra Ann Montesquieu

<[n3202@lapd.online](mailto:n3202@lapd.online)<mailto:[n3202@lapd.online](mailto:n3202@lapd.online)>>; Brantingham, P. Jeffery

<[branting@ucla.edu](mailto:branting@ucla.edu)<mailto:[branting@ucla.edu](mailto:branting@ucla.edu)>>; Rachel Rodriguez

<[37455@lapd.online](mailto:37455@lapd.online)<mailto:[37455@lapd.online](mailto:37455@lapd.online)>>; Jeffrey Bert

<[33112@lapd.online](mailto:33112@lapd.online)<mailto:[33112@lapd.online](mailto:33112@lapd.online)>>

Subject: Re: UCLA Brantingham Agreement- PATS No. 20201004

Hi Yessenia,

Happy New Year! [REDACTED]

This is a follow-up of a voicemail I left you. We discussed UCLA's redlines with the City Attorney. Unfortunately, with the exception of the NRA Disclosure -- which we agree to remove --the contract cannot be executed in its current form, as revised by UCLA. Please call me at your earliest convenience to discuss ways we might be able to move forward on this.

Thank you,

James

James T. Aceron, Serial No. N5254

Senior Management Analyst II

Officer in Charge, Contracts Section

Fiscal Operations Division

Los Angeles Police Department

100 West First Street, Suite 767

Los Angeles, CA 90012

[REDACTED]

Main Line: (213) 486-0112

N5254@lapd.online<mailto:[N5254@lapd.online](mailto:N5254@lapd.online)>

CONFIDENTIALITY NOTICE: This communication with its contents may contain confidential and/or legally privileged information. It is solely for the use of the intended recipient(s). Unauthorized interception, review, use or disclosure is prohibited and may violate applicable laws including the Electronic Communications Privacy Act. If you are not the intended recipient, please contact the sender and destroy all copies of the communication.

---

From: Sarmiento, Yessenia  
<[yessenia.sarmiento@research.ucla.edu](mailto:yessenia.sarmiento@research.ucla.edu)><mailto:[yessenia.sarmiento@research.ucla.edu](mailto:yessenia.sarmiento@research.ucla.edu)>>  
Sent: Friday, January 17, 2020 12:29 PM  
To: James Aceron <n5254@lapd.online<mailto:[n5254@lapd.online](mailto:n5254@lapd.online)>>  
Cc: Kim, Helen <[helen.kim@research.ucla.edu](mailto:helen.kim@research.ucla.edu)><mailto:[helen.kim@research.ucla.edu](mailto:helen.kim@research.ucla.edu)>>; ORA PATS Records  
<[PATSRecords@research.ucla.edu](mailto:PATSRecords@research.ucla.edu)><mailto:[PATSRecords@research.ucla.edu](mailto:PATSRecords@research.ucla.edu)>>; LAPD Contracts  
<[LAPDContracts@lapd.online](mailto:LAPDContracts@lapd.online)><mailto:[LAPDContracts@lapd.online](mailto:LAPDContracts@lapd.online)>>; Barak Vaughn  
<[barak.vaughn@lacity.org](mailto:barak.vaughn@lacity.org)><mailto:[barak.vaughn@lacity.org](mailto:barak.vaughn@lacity.org)>>; Barbra Ann Montesquieu  
<n3202@lapd.online<mailto:[n3202@lapd.online](mailto:n3202@lapd.online)>>; Brantingham, P. Jeffery  
<[branting@ucla.edu](mailto:branting@ucla.edu)><mailto:[branting@ucla.edu](mailto:branting@ucla.edu)>>; Rachel Rodriguez  
<37455@lapd.online<mailto:[37455@lapd.online](mailto:37455@lapd.online)>>; Jeffrey Bert  
<33112@lapd.online<mailto:[33112@lapd.online](mailto:33112@lapd.online)>>  
Subject: RE: UCLA Brantingham Agreement- PATS No. 20201004

ATTENTION: This email originated outside of LAPD. Please use caution when clicking on hyperlinks or opening attachments if you are unfamiliar with the sender.

Hello James,

Happy New Year! My apologies for not contacting you sooner. Our office was closed for the Holiday closure and upon returning to the office I became ill for a few days and was out of the office. I am catching up through emails and agreement now.

I am following up on the agreement and inquiring if the city attorney has reviewed our revisions. Please feel free to contact me if you need more information or if you would like to schedule a call to discuss the revisions.

All the best,

Yessenia Sarmiento, CRA

Contract & Grant Officer

University of California, Los Angeles

Office of Contract & Grant Administration

10889 Wilshire Blvd., Suite 700

Los Angeles, CA 90095-1406

Tel: 310-794-0393

[Yessenia.sarmiento@research.ucla.edu](mailto:Yessenia.sarmiento@research.ucla.edu)<mailto:[Yessenia.sarmiento@research.ucla.edu](mailto:Yessenia.sarmiento@research.ucla.edu)>

\*Proposals are due to OCGA five business days prior to sponsor deadline\*

For OCGA forms, templates, and Commonly Needed Information, please contact:

Helen Kim, Contract & Grant Specialist: (310) 794-9636;

[helen.kim@research.ucla.edu](mailto:helen.kim@research.ucla.edu)<mailto:[helen.kim@research.ucla.edu](mailto:helen.kim@research.ucla.edu)>

From: James Aceron <n5254@lapd.online<mailto:[n5254@lapd.online](mailto:n5254@lapd.online)>>

Sent: Tuesday, December 17, 2019 7:37 AM

To: Sarmiento, Yessenia <[yessenia.sarmiento@research.ucla.edu](mailto:yessenia.sarmiento@research.ucla.edu)<mailto:[yessenia.sarmiento@research.ucla.edu](mailto:yessenia.sarmiento@research.ucla.edu)>>

Cc: Kim, Helen <[helen.kim@research.ucla.edu](mailto:helen.kim@research.ucla.edu)<mailto:[helen.kim@research.ucla.edu](mailto:helen.kim@research.ucla.edu)>>; ORA PATS Records

<[PATSRecords@research.ucla.edu](mailto:PATSRecords@research.ucla.edu)<mailto:[PATSRecords@research.ucla.edu](mailto:PATSRecords@research.ucla.edu)>>; LAPD Contracts

<[LAPDContracts@lapd.online](mailto:LAPDContracts@lapd.online)<mailto:[LAPDContracts@lapd.online](mailto:LAPDContracts@lapd.online)>>; Barak Vaughn

<[barak.vaughn@lacity.org](mailto:barak.vaughn@lacity.org)<mailto:[barak.vaughn@lacity.org](mailto:barak.vaughn@lacity.org)>>; Barbra Ann Montesquieu

<n3202@lapd.online<mailto:[n3202@lapd.online](mailto:n3202@lapd.online)>>; Brantingham, P. Jeffery

<[branting@ucla.edu](mailto:branting@ucla.edu)<mailto:[branting@ucla.edu](mailto:branting@ucla.edu)>>; Rachel Rodriguez

<37455@lapd.online<mailto:[37455@lapd.online](mailto:37455@lapd.online)>>; Jeffrey Bert

<33112@lapd.online<mailto:[33112@lapd.online](mailto:33112@lapd.online)>>

Subject: Re: UCLA Brantingham Agreement- PATS No. 20201004

Hi Yessenia,

Our City Attorney is currently reviewing your proposed revisions to the contract, which includes exceptions to the City's Standard Provisions. Once he completes his review, we'll need to teleconference to discuss them.

Please note: the contract will need to go through the City, not the foundation, because the grant was awarded to the City. As such, the City's Standard Provisions will need to be adhered to, as a rule. Also, The Regents of the University of California, acting on behalf of the California Policy Lab, recently signed a contract (C-133900) that included the Standard Provisions without exceptions.

Thank you,

James

James T. Aceron, Serial No. N5254

Senior Management Analyst II

Officer in Charge, Contracts Section

Fiscal Operations Division

Los Angeles Police Department

100 West First Street, Suite 1061

Los Angeles, CA 90012

[REDACTED]  
Main Line: (213) 486-0112

N5254@lapd.online<mailto:[N5254@lapd.online](mailto:N5254@lapd.online)>

CONFIDENTIALITY NOTICE: This communication with its contents may contain confidential and/or legally privileged information. It is solely for the use of the intended recipient(s). Unauthorized interception, review, use or disclosure is prohibited and may violate applicable laws including the Electronic Communications Privacy Act. If you are not the intended recipient, please contact the sender and destroy all copies of the communication.

---

From: Sarmiento, Yessenia  
<[yessenia.sarmiento@research.ucla.edu](mailto:yessenia.sarmiento@research.ucla.edu)<mailto:[yessenia.sarmiento@research.ucla.edu](mailto:yessenia.sarmiento@research.ucla.edu)>>  
Sent: Monday, December 16, 2019 9:41 AM

To: Barbra Ann Montesquieu <n3202@lapd.online<mailto:[n3202@lapd.online](mailto:n3202@lapd.online)>>  
Cc: Kim, Helen <[helen.kim@research.ucla.edu](mailto:helen.kim@research.ucla.edu)<mailto:[helen.kim@research.ucla.edu](mailto:helen.kim@research.ucla.edu)>>; ORA PATS Records  
<[PATSRecords@research.ucla.edu](mailto:PATSRecords@research.ucla.edu)<mailto:[PATSRecords@research.ucla.edu](mailto:PATSRecords@research.ucla.edu)>>; James Aceron  
<n5254@lapd.online<mailto:[n5254@lapd.online](mailto:n5254@lapd.online)>>  
Subject: RE: UCLA Brantingham Agreement- PATS No. 20201004

ATTENTION: This email originated outside of LAPD. Please use caution when clicking on hyperlinks or opening attachments if you are unfamiliar with the sender.

Good morning Barbra and James,

I am following up on my email below. If you have any questions or would like to discuss further, please do not hesitate to contact me.

All the best,

Yessenia Sarmiento, CRA

Contract & Grant Officer

University of California, Los Angeles

Office of Contract & Grant Administration

10889 Wilshire Blvd., Suite 700

Los Angeles, CA 90095-1406

Tel: 310-794-0393

[<mailto:Yessenia.sarmiento@research.ucla.edu>](mailto:Yessenia.sarmiento@research.ucla.edu)

\*Proposals are due to OCGA five business days prior to sponsor deadline\*

For OCGA forms, templates, and Commonly Needed Information, please contact:

Helen Kim, Contract & Grant Specialist: (310) 794-9636;  
[<mailto:helen.kim@research.ucla.edu>](mailto:helen.kim@research.ucla.edu)

In observance of the UCLA Winter Holiday Closure the Office of Contract and Grant Administration will close at 5:00 PM on Friday, December 20, 2019, and will reopen at 8:00 AM on Thursday, January 2, 2020.

To ensure timely review and processing of applications and other inquiries related to sponsored project activities, with sponsor due dates between December 21, 2019 and January 2, 2020, please submit to OCGA no later than 8:00 AM on Monday, December 16, 2019.

From: Sarmiento, Yessenia  
Sent: Wednesday, December 11, 2019 12:29 PM  
To: Barbra Ann Montesquieu <n3202@lapd.online<mailto:[n3202@lapd.online](mailto:n3202@lapd.online)>>  
Cc: Kim, Helen <[helen.kim@research.ucla.edu](mailto:helen.kim@research.ucla.edu)<mailto:[helen.kim@research.ucla.edu](mailto:helen.kim@research.ucla.edu)>>; ORA PATS Records <[PATSRecords@research.ucla.edu](mailto:PATSRecords@research.ucla.edu)<mailto:[PATSRecords@research.ucla.edu](mailto:PATSRecords@research.ucla.edu)>>; James Aceron <n5254@lapd.online<mailto:[n5254@lapd.online](mailto:n5254@lapd.online)>>  
Subject: RE: UCLA Brantingham Agreement- PATS No. 20201004

Hello Barbra and James,

Please find attached the redlined agreement that incorporates the Prime Award from DOJ as opposed to the terms and conditions and City Provisions. As stated, UCLA is a subgrantee (subrecipient) and the DOJ Prime Award advises the requirements under the Uniform Guidance (2CFR Part 200 ) applies and lists the Special Conditions applicable to subgrantees. The current agreement contains provisions that would apply to a contractor under procurement. The original proposal lists UCLA as a subgrantee and not contractor under procurement.

I am also providing a link below to the FDP Subaward Agreement template. This agreement is used by many Universities working collaboratively with federal agencies and receiving federal funds as a pass-through entity. We may be able to edit this agreement or use as guidance in this case.

[We can schedule a call if you would like to discuss further.](https://gcc01.safelinks.protection.outlook.com/?url=http%3A%2F%2Fthefdp.org%2Fdefault%2Fassets%2FFile%2FDocuments%2Fsubaward_forms%2FFDP_CR_2019_-_FINAL.pdf&data=02%7C01%7Cn5254%40lapd.online%7Cbafc77a233924d6842bb08d7baf97fd3%7C642fd61c34dd4fd0af8d443576485883%7C0%7C1%7C637183453375133976&sdata=ri0gQSQz2JkQ8vjZRA7jQSc9dppCcq%2BmsOZEqlvrFTs%3D&reserved=0<https://gcc01.safelinks.protection.outlook.com/?url=http%3A%2F%2Fthefdp.org%2Fdefault%2Fassets%2FFile%2FDocuments%2Fsubaward_forms%2FFDP_CR_2019_-_FINAL.pdf&data=02%7C01%7Cn5254%40lapd.online%7Cbafc77a233924d6842bb08d7baf97fd3%7C642fd61c34dd4fd0af8d443576485883%7C0%7C1%7C637183453375143954&sdata=RW2W0fCyR3Paa8g6pZ2Lyd%2Bu28fFTGGBvY6oGWHUr2w%3D&reserved=0></a></p></div><div data-bbox=)

All the best,

Yessenia Sarmiento, CRA

Contract & Grant Officer

University of California, Los Angeles

Office of Contract & Grant Administration

10889 Wilshire Blvd., Suite 700

Los Angeles, CA 90095-1406

Tel: 310-794-0393

[<mailto:Yessenia.sarmiento@research.ucla.edu>](mailto:Yessenia.sarmiento@research.ucla.edu)

\*Proposals are due to OCGA five business days prior to sponsor deadline\*

For OCGA forms, templates, and Commonly Needed Information, please contact:

Helen Kim, Contract & Grant Specialist: (310) 794-9636;

[<mailto:helen.kim@research.ucla.edu>](mailto:helen.kim@research.ucla.edu)

From: Sarmiento, Yessenia

Sent: Wednesday, December 11, 2019 9:11 AM

To: Barbra Ann Montesquieu <n3202@lapd.online<mailto:n3202@lapd.online>>

Cc: Kim, Helen <[helen.kim@research.ucla.edu](mailto:helen.kim@research.ucla.edu)<mailto:helen.kim@research.ucla.edu>>; ORA PATS Records <[PATSRecords@research.ucla.edu](mailto:PATSRecords@research.ucla.edu)<mailto:PATSRecords@research.ucla.edu>>; James Aceron

<n5254@lapd.online<mailto:n5254@lapd.online>>; Jeff Brantingham

<[pjb@anthro.ucla.edu](mailto:pjb@anthro.ucla.edu)<mailto:pjb@anthro.ucla.edu>>; Yung, Joanne C.

<[jyung@ssgs.ucla.edu](mailto:jyung@ssgs.ucla.edu)<mailto:jyung@ssgs.ucla.edu>>

Subject: RE: UCLA Brantingham Agreement- PATS No. 20201004

Good morning Barbra and James,

After my discussion with James this morning, I am resending my email below removing the attachments as James advised that he did not receive the email yesterday. The email may have not been received due to the large PDF attachments.

I am aware of your meeting this morning and will re-cap with you both shortly in regards on how to move forward in applying the prime terms and conditions from DOJ.

Speak to you soon.

All the best,

Yessenia Sarmiento, CRA

Contract & Grant Officer

University of California, Los Angeles

Office of Contract & Grant Administration

10889 Wilshire Blvd., Suite 700

Los Angeles, CA 90095-1406

Tel: 310-794-0393

[Yessenia.sarmiento@research.ucla.edu](mailto:Yessenia.sarmiento@research.ucla.edu)<mailto:[Yessenia.sarmiento@research.ucla.edu](mailto:Yessenia.sarmiento@research.ucla.edu)>

\*Proposals are due to OCGA five business days prior to sponsor deadline\*

For OCGA forms, templates, and Commonly Needed Information, please contact:

Helen Kim, Contract & Grant Specialist: (310) 794-9636;

[helen.kim@research.ucla.edu](mailto:helen.kim@research.ucla.edu)<mailto:[helen.kim@research.ucla.edu](mailto:helen.kim@research.ucla.edu)>

From: Sarmiento, Yessenia

Sent: Tuesday, December 10, 2019 1:24 PM

To: Barbra Ann Montesquieu <n3202@lapd.online<mailto:[n3202@lapd.online](mailto:n3202@lapd.online)>>

Cc: Kim, Helen <[helen.kim@research.ucla.edu](mailto:helen.kim@research.ucla.edu)<mailto:[helen.kim@research.ucla.edu](mailto:helen.kim@research.ucla.edu)>>; ORA PATS Records <[PATSRecords@research.ucla.edu](mailto:PATSRecords@research.ucla.edu)<mailto:[PATSRecords@research.ucla.edu](mailto:PATSRecords@research.ucla.edu)>>; James Aceron <n5254@lapd.online<mailto:[n5254@lapd.online](mailto:n5254@lapd.online)>>

Subject: UCLA Brantingham Agreement- PATS No. 20201004

Hello Barbara,

It was a pleasure speaking to you yesterday. Please find attached the agreement we received for Dr. Brantingham's project.

As discussed, the prime federal sponsor for this award is the Department of Justice (DOJ) which has issued a grant with terms and conditions under the Uniform Guidance (2 CFR Part 200). Please find on the following link a copy for reference of what contains the agreement proposal submitted for this award.

([The current agreement contains terms and conditions and City Provisions that would apply more to a contractor/vendor who is providing a service under procurement rather than a research partner under a subgrant. The agreement should be revised to only include the terms and conditions applicable to the University as a subgrant under the Uniform Guidance.](https://gcc01.safelinks.protection.outlook.com/?url=http%3A%2F%2Fclkrep.lacity.org%2Fonlinedocs%2F2018%2F18-1219_misc_12-12-2018.pdf&data=02%7C01%7Cn5254%40lapd.online%7Cbafc77a233924d6842bb08d7baf97fd3%7C642fd61c34dd4fd0af8d443576485883%7C0%7C1%7C637183453375143954&sdata=CCE6%2Bw5eLeRyOuVK6gh7bTcTS3mdo7XTKiZgBDRVTKc%3D&reserved=0<https://gcc01.safelinks.protection.outlook.com/?url=http%3A%2F%2Fclkrep.lacity.org%2Fonlinedocs%2F2018%2F18-1219_misc_12-12-2018.pdf&data=02%7C01%7Cn5254%40lapd.online%7Cbafc77a233924d6842bb08d7baf97fd3%7C642fd61c34dd4fd0af8d443576485883%7C0%7C1%7C637183453375143954&sdata=CCE6%2Bw5eLeRyOuVK6gh7bTcTS3mdo7XTKiZgBDRVTKc%3D&reserved=0> )</p></div><div data-bbox=)

We have executed subgrants from the Los Angeles Police Foundation for Dr. Brantingham's projects that contain favorable terms and conditions and were also funded by the same prime federal sponsor (DOJ). I can provide a retracted copy of the agreement for reference if needed. We can also schedule a call to further discuss how to move forward in revising the agreement accordingly.

If you have any questions, please do not hesitate to contact me.

All the best,

Yessenia Sarmiento, CRA

Contract & Grant Officer

University of California, Los Angeles

Office of Contract & Grant Administration

10889 Wilshire Blvd., Suite 700

Los Angeles, CA 90095-1406

Tel: 310-794-0393

[Yessenia.sarmiento@research.ucla.edu](mailto:Yessenia.sarmiento@research.ucla.edu)<mailto:[Yessenia.sarmiento@research.ucla.edu](mailto:Yessenia.sarmiento@research.ucla.edu)>

\*Proposals are due to OCGA five business days prior to sponsor deadline\*

For OCGA forms, templates, and Commonly Needed Information, please contact:

Helen Kim, Contract & Grant Specialist: (310) 794-9636;  
[helen.kim@research.ucla.edu](mailto:helen.kim@research.ucla.edu)<mailto:[helen.kim@research.ucla.edu](mailto:helen.kim@research.ucla.edu)>

--

Barak Vaughn, Esq.

Deputy City Attorney

Economic Development Division

200 North Main Street, 9th Floor

Los Angeles, CA 90012

(213) 978-7744

[REDACTED]  
[barak.vaughn@lacity.org](mailto:barak.vaughn@lacity.org)

\*\*\*\*\*Confidentiality Notice \*\*\*\*\*

This electronic message transmission contains information from the Office of the Los Angeles City Attorney, which may be confidential or protected by the attorney-client privilege and/or the work product doctrine. If you are not the intended recipient, be aware that any disclosure, copying, distribution or use of the content of this information is prohibited. If you have received this communication in error, please notify us immediately by e-mail and delete the original message and any attachments without reading or saving in any manner.

\*\*\*\*\*

\*\*\*\*\*Confidentiality Notice \*\*\*\*\*

This electronic message transmission contains information from the Office of the Los Angeles City Attorney, which may be confidential or protected by the attorney-client privilege and/or the work product doctrine. If you are not the intended recipient, be aware that any disclosure, copying, distribution or use of the content of this information is prohibited. If you have received this communication in error, please notify us immediately by e-mail and delete the original message and any attachments without reading or saving in any manner.

\*\*\*\*\*

--

Barak Vaughn, Esq.

Deputy City Attorney

Economic Development Division

200 North Main Street, 9th Floor

Los Angeles, CA 90012

(213) 978-7744

[REDACTED]

[barak.vaughn@lacity.org](mailto:barak.vaughn@lacity.org)

\*\*\*\*\*Confidentiality Notice \*\*\*\*\*

This electronic message transmission contains information from the Office of the Los Angeles City Attorney, which may be confidential or protected by the attorney-client privilege and/or the work product doctrine. If you are not the intended recipient, be aware that any disclosure, copying, distribution or use of the content of this information is prohibited. If you have received this communication in error, please notify us immediately by e-mail and delete the original message and any attachments without reading or saving in any manner.

\*\*\*\*\*

--  
Barak Vaughn, Esq.

Deputy City Attorney

Economic Development Division

200 North Main Street, 9th Floor  
Los Angeles, CA 90012  
(213) 978-7744

[REDACTED]  
[barak.vaughn@lacity.org](mailto:barak.vaughn@lacity.org)

\*\*\*\*\*Confidentiality Notice \*\*\*\*\*

This electronic message transmission contains information from the Office of the Los Angeles City Attorney, which may be confidential or protected by the attorney-client privilege and/or the work product doctrine. If you are not the intended recipient, be aware that any disclosure, copying, distribution or use of the content of this information is prohibited. If you have received this communication in error, please notify us immediately by e-mail and delete the original message and any attachments without reading or saving in any manner.

\*\*\*\*\*

**From:** Sarmiento, Yessenia <yessenia.sarmiento@research.ucla.edu>  
**Sent:** Thursday, April 30, 2020 3:06 PM  
**To:** Barak Vaughn  
**Cc:** James Aceron;Brantingham, P. Jeffery;Fong, Jim;ORA PATS Records;LAPD Contracts;Barbra Ann Montesquieu;Thomas Brennan;Stella Larracas  
**Subject:** RE: UCLA Brantingham Agreement- PATS No. 20201004

**ATTENTION:** This email originated outside of LAPD. Please use caution when clicking on hyperlinks or opening attachments if you are unfamiliar with the sender.

Hello Barak,

Just a friendly follow up regarding the redlined agreement and conference call.

Please feel free to contact me if you have any questions and advise what days and times work for you.

All the best,  
Yessenia Sarmiento, CRA  
Contract & Grant Officer  
*University of California, Los Angeles*  
*Office of Contract & Grant Administration*  
10889 Wilshire Blvd., Suite 700  
Los Angeles, CA 90095-1406  
Tel: 310-794-0393  
[Yessenia.sarmiento@research.ucla.edu](mailto:yessenia.sarmiento@research.ucla.edu)

\*Proposals are due to OCGA **five business days** prior to sponsor deadline\*

For OCGA forms, templates, and Commonly Needed Information, please contact:  
Helen Kim, Contract & Grant Specialist: (310) 794-9636; [helen.kim@research.ucla.edu](mailto:helen.kim@research.ucla.edu)

**From:** Barak Vaughn <barak.vaughn@lacity.org>  
**Sent:** Tuesday, April 21, 2020 5:53 PM  
**To:** Sarmiento, Yessenia <yessenia.sarmiento@research.ucla.edu>  
**Cc:** James Aceron <n5254@lapd.online>; Brantingham, P. Jeffery <branting@ucla.edu>; Fong, Jim <jim.fong@research.ucla.edu>; ORA PATS Records <PATSRRecords@research.ucla.edu>; LAPD Contracts <LAPDContracts@lapd.online>; Barbra Ann Montesquieu <n3202@lapd.online>; Thomas Brennan <g9422@lapd.online>; Stella Larracas <n3371@lapd.online>  
**Subject:** Re: UCLA Brantingham Agreement- PATS No. 20201004

Thank you Yessenia. Will review as soon as possible and schedule a call thereafter. I will check with my colleagues about scheduling a call for next week.

On Tue, Apr 21, 2020 at 5:32 PM Sarmiento, Yessenia <[yessenia.sarmiento@research.ucla.edu](mailto:yessenia.sarmiento@research.ucla.edu)> wrote:

Dear Barak and James,

Hope you are well and safe!

Please find attached the agreement containing our response to each of your comments and the proposed Indemnification language. In addition, we would like to schedule a call to further discuss sections 405, 504 and PSC-21 to clarify and finalize the language. Please let me know your availability for this week and early next week. I will then send the conference call information.

All the best,

Yessenia Sarmiento, CRA

Contract & Grant Officer

*University of California, Los Angeles*

*Office of Contract & Grant Administration*

*10889 Wilshire Blvd., Suite 700*

*Los Angeles, CA 90095-1406*

Tel: 310-794-0393

[Yessenia.sarmiento@research.ucla.edu](mailto:Yessenia.sarmiento@research.ucla.edu)

\*Proposals are due to OCGA **five business days** prior to sponsor deadline\*

For OCGA forms, templates, and Commonly Needed Information, please contact:

Helen Kim, Contract & Grant Specialist: (310) 794-9636; [helen.kim@research.ucla.edu](mailto:helen.kim@research.ucla.edu)

---

**From:** Sarmiento, Yessenia

**Sent:** Wednesday, April 15, 2020 6:31 PM

**To:** Barak Vaughn <[barak.vaughn@lacity.org](mailto:barak.vaughn@lacity.org)>

**Cc:** James Aceron <[n5254@lapd.online](mailto:n5254@lapd.online)>; Brantingham, P. Jeffery <[branting@ucla.edu](mailto:branting@ucla.edu)>; Fong, Jim <[jim.fong@research.ucla.edu](mailto:jim.fong@research.ucla.edu)>; ORA PATS Records <[PATSRecords@research.ucla.edu](mailto:PATSRecords@research.ucla.edu)>; LAPD Contracts <[LAPDContracts@lapd.online](mailto:LAPDContracts@lapd.online)>; Barbra Ann Montesquieu <[n3202@lapd.online](mailto:n3202@lapd.online)>; Thomas Brennan

<[g9422@lapd.online](mailto:g9422@lapd.online)>; Stella Larracas <[n3371@lapd.online](mailto:n3371@lapd.online)>  
**Subject:** RE: UCLA Brantingham Agreement- PATS No. 20201004

Dear Barak and James,

I am following up on the proposed Indemnification language and hoping we can schedule a call to discuss Section 405 (Inventions, Patents, and Copyrights) and PSC-21 (Ownership and License).

Jim and I are available this Friday afternoon for a call. If Friday afternoon works, can you send me some times you are available? I can then send the call in information.

All the best,

Yessenia Sarmiento, CRA

Contract & Grant Officer

*University of California, Los Angeles*

*Office of Contract & Grant Administration*

*10889 Wilshire Blvd., Suite 700*

*Los Angeles, CA 90095-1406*

Tel: 310-794-0393

[Yessenia.sarmiento@research.ucla.edu](mailto:Yessenia.sarmiento@research.ucla.edu)

\*Proposals are due to OCGA **five business days** prior to sponsor deadline\*

For OCGA forms, templates, and Commonly Needed Information, please contact:

Helen Kim, Contract & Grant Specialist: (310) 794-9636; [helen.kim@research.ucla.edu](mailto:helen.kim@research.ucla.edu)

---

**From:** Sarmiento, Yessenia  
**Sent:** Tuesday, April 7, 2020 5:45 PM  
**To:** Barak Vaughn <[barak.vaughn@lacity.org](mailto:barak.vaughn@lacity.org)>  
**Cc:** James Aceron <[n5254@lapd.online](mailto:n5254@lapd.online)>; Brantingham, P. Jeffery <[branting@ucla.edu](mailto:branting@ucla.edu)>; Fong, Jim <[jim.fong@research.ucla.edu](mailto:jim.fong@research.ucla.edu)>; ORA PATS Records <[PATSRecords@research.ucla.edu](mailto:PATSRecords@research.ucla.edu)>; LAPD Contracts <[LAPDContracts@lapd.online](mailto:LAPDContracts@lapd.online)>; Barbra Ann Montesquieu <[n3202@lapd.online](mailto:n3202@lapd.online)>; Thomas Brennan <[g9422@lapd.online](mailto:g9422@lapd.online)>; Stella Larracas <[n3371@lapd.online](mailto:n3371@lapd.online)>  
**Subject:** RE: UCLA Brantingham Agreement- PATS No. 20201004

Hi Barak,

Thank you for the update.

Just want to be clear that the proposed language that was sent on 03/31/2020 is only in regards to the Indemnification language. (PSC-18, PSC-19, PSC-20, and PSC-23) We will await your comments and the scheduled call.

Stay well!

All the best,

Yessenia Sarmiento, CRA

Contract & Grant Officer

*University of California, Los Angeles*

*Office of Contract & Grant Administration*

*10889 Wilshire Blvd., Suite 700*

*Los Angeles, CA 90095-1406*

Tel: 310-794-0393

[Yessenia.sarmiento@research.ucla.edu](mailto:Yessenia.sarmiento@research.ucla.edu)

*\*Proposals are due to OCGA **five business days** prior to sponsor deadline\**

*For OCGA forms, templates, and Commonly Needed Information, please contact:*

*Helen Kim, Contract & Grant Specialist: (310) 794-9636; [helen.kim@research.ucla.edu](mailto:helen.kim@research.ucla.edu)*

**From:** Barak Vaughn <[barak.vaughn@lacity.org](mailto:barak.vaughn@lacity.org)>

**Sent:** Tuesday, April 7, 2020 5:35 PM

**To:** Sarmiento, Yessenia <[yessenia.sarmiento@research.ucla.edu](mailto:yessenia.sarmiento@research.ucla.edu)>

**Cc:** James Aceron <[n5254@lapd.online](mailto:n5254@lapd.online)>; Brantingham, P. Jeffery <[branting@ucla.edu](mailto:branting@ucla.edu)>; Fong, Jim <[jim.fong@research.ucla.edu](mailto:jim.fong@research.ucla.edu)>; ORA PATS Records <[PATSRecords@research.ucla.edu](mailto:PATSRecords@research.ucla.edu)>; LAPD Contracts <[LAPDContracts@lapd.online](mailto:LAPDContracts@lapd.online)>; Barbra Ann Montesquieu <[n3202@lapd.online](mailto:n3202@lapd.online)>; Thomas Brennan <[g9422@lapd.online](mailto:g9422@lapd.online)>; Stella Larracas <[n3371@lapd.online](mailto:n3371@lapd.online)>

**Subject:** Re: UCLA Brantingham Agreement- PATS No. 20201004

Good evening Yessenia:

I hope you are staying safe. Your proposed language on several issues is being evaluated by LAPD. Once we receive its position on some of your proposed changes and incorporate any proposed changes from our office, we will set up the call. I am hopeful it will be by next week.

On Tue, Apr 7, 2020, 5:23 PM Sarmiento, Yessenia <[yessenia.sarmiento@research.ucla.edu](mailto:yessenia.sarmiento@research.ucla.edu)> wrote:

Dear Barak,

Hope all is well! Just a friendly follow up on the proposed language provided and the conference call to be scheduled.

If you have any questions, please do not hesitate to contact me.

All the best,

Yessenia Sarmiento, CRA

Contract & Grant Officer

*University of California, Los Angeles*

*Office of Contract & Grant Administration*

*10889 Wilshire Blvd., Suite 700*

*Los Angeles, CA 90095-1406*

Tel: 310-794-0393

[Yessenia.sarmiento@research.ucla.edu](mailto:Yessenia.sarmiento@research.ucla.edu)

\*Proposals are due to OCGA ***five business days*** prior to sponsor deadline\*

*For OCGA forms, templates, and Commonly Needed Information, please contact:*

*Helen Kim, Contract & Grant Specialist: (310) 794-9636; [helen.kim@research.ucla.edu](mailto:helen.kim@research.ucla.edu)*

---

**From:** Sarmiento, Yessenia

**Sent:** Tuesday, March 31, 2020 2:08 PM

**To:** 'Barak Vaughn' <[barak.vaughn@lacity.org](mailto:barak.vaughn@lacity.org)>

**Cc:** James Aceron <[n5254@lapd.online](mailto:n5254@lapd.online)>; Brantingham, P. Jeffery <[branting@ucla.edu](mailto:branting@ucla.edu)>; Fong, Jim <[jim.fong@research.ucla.edu](mailto:jim.fong@research.ucla.edu)>; ORA PATS Records <[PATSRecords@research.ucla.edu](mailto:PATSRecords@research.ucla.edu)>; LAPD Contracts <[LAPDContracts@lapd.online](mailto:LAPDContracts@lapd.online)>; Barbra Ann Montesquieu <[n3202@lapd.online](mailto:n3202@lapd.online)>; Thomas Brennan <[g9422@lapd.online](mailto:g9422@lapd.online)>; Stella Larracas <[n3371@lapd.online](mailto:n3371@lapd.online)>

**Subject:** RE: UCLA Brantingham Agreement- PATS No. 20201004

Dear Barak,

Thank you for getting back to me.

As suggested, please find attached the redlined agreement containing proposed language from our Risk Management office specifically to following clauses:

PSC-18, PSC-19, PSC-20, and PSC-23

We can discuss this further on the upcoming call.

All the best,

Yessenia Sarmiento, CRA

Contract & Grant Officer

*University of California, Los Angeles*

*Office of Contract & Grant Administration*

*10889 Wilshire Blvd., Suite 700*

*Los Angeles, CA 90095-1406*

Tel: 310-794-0393

[Yessenia.sarmiento@research.ucla.edu](mailto:Yessenia.sarmiento@research.ucla.edu)

\*Proposals are due to OCGA ***five business days*** prior to sponsor deadline\*

For OCGA forms, templates, and Commonly Needed Information, please contact:

Helen Kim, Contract & Grant Specialist: (310) 794-9636; [helen.kim@research.ucla.edu](mailto:helen.kim@research.ucla.edu)

**From:** Barak Vaughn <[barak.vaughn@lacity.org](mailto:barak.vaughn@lacity.org)>  
**Sent:** Monday, March 30, 2020 6:18 PM  
**To:** Sarmiento, Yessenia <[yessenia.sarmiento@research.ucla.edu](mailto:yessenia.sarmiento@research.ucla.edu)>  
**Cc:** James Aceron <[n5254@lapd.online](mailto:n5254@lapd.online)>; Brantingham, P. Jeffery <[branting@ucla.edu](mailto:branting@ucla.edu)>; Fong, Jim <[jim.fong@research.ucla.edu](mailto:jim.fong@research.ucla.edu)>; ORA PATS Records <[PATSRecords@research.ucla.edu](mailto:PATSRecords@research.ucla.edu)>; LAPD Contracts <[LAPDContracts@lapd.online](mailto:LAPDContracts@lapd.online)>; Barbra Ann Montesquieu <[n3202@lapd.online](mailto:n3202@lapd.online)>; Thomas Brennan

<[g9422@lapd.online](mailto:g9422@lapd.online)>; Stella Larracas <[n3371@lapd.online](mailto:n3371@lapd.online)>  
**Subject:** Re: UCLA Brantingham Agreement- PATS No. 20201004

Yessenia:

I will confer with my colleagues and get back to you about proposed dates and times.

On Mon, Mar 30, 2020, 12:28 PM Sarmiento, Yessenia <[yessenia.sarmiento@research.ucla.edu](mailto:yessenia.sarmiento@research.ucla.edu)> wrote:

Hello James and Barak,

Hope all is well and you are safe! Thank you for getting back to me and thank you for accepting our revisions.

We would like to schedule a call to discuss Section 405 (Inventions, Patents, and Copyrights) and PSC-21 (Ownership and License) which we believe can be finalized with a discussion. Jim and I are available in the afternoons for a conference call this week. If you can provide me the days and times that would work best for you, I can send the call in information.

We will also be requesting proposed language from our Risk Management Office in regards to the indemnification clauses and will bring this back to your attention for review as soon as possible.

We are hopeful the IP and indemnification language in the agreement can be finalized and the agreement can move forward for signatures.

We appreciate your assistance and will speak to you soon.

All the best,

Yessenia Sarmiento, CRA

Contract & Grant Officer

*University of California, Los Angeles*

*Office of Contract & Grant Administration*

*10889 Wilshire Blvd., Suite 700*

*Los Angeles, CA 90095-1406*

Tel: 310-794-0393

[Yessenia.sarmiento@research.ucla.edu](mailto:Yessenia.sarmiento@research.ucla.edu)

*\*Proposals are due to OCGA **five business days** prior to sponsor deadline\**

*For OCGA forms, templates, and Commonly Needed Information, please contact:*

*Helen Kim, Contract & Grant Specialist: (310) 794-9636; [helen.kim@research.ucla.edu](mailto:helen.kim@research.ucla.edu)*

---

**From:** James Aceron <[n5254@lapd.online](mailto:n5254@lapd.online)>  
**Sent:** Friday, March 27, 2020 11:24 AM  
**To:** Sarmiento, Yessenia <[yessenia.sarmiento@research.ucla.edu](mailto:yessenia.sarmiento@research.ucla.edu)>  
**Cc:** Brantingham, P. Jeffery <[branting@ucla.edu](mailto:branting@ucla.edu)>; Fong, Jim <[jim.fong@research.ucla.edu](mailto:jim.fong@research.ucla.edu)>; ORA PATS Records <[PATSRecords@research.ucla.edu](mailto:PATSRecords@research.ucla.edu)>; LAPD Contracts <[LAPDContracts@lapd.online](mailto:LAPDContracts@lapd.online)>; Barbra Ann Montesquieu <[n3202@lapd.online](mailto:n3202@lapd.online)>; Thomas Brennan <[g9422@lapd.online](mailto:g9422@lapd.online)>; Barak Vaughn <[barak.vaughn@lacity.org](mailto:barak.vaughn@lacity.org)>; Stella Larracas <[n3371@lapd.online](mailto:n3371@lapd.online)>  
**Subject:** Re: UCLA Brantingham Agreement- PATS No. 20201004

Hi Yessenia,

Hope you are well and safe during these challenging times. With regard to the contract, please find the latest draft with the City Attorney's comments to UCLA's latest redlines. In addition, I removed the NRA Ordinance section, as it is no longer in effect, and added a section indicating that e-signatures can now be used to execute the contract.

As you can surmise from reading the draft, we are unable to move forward with the contract, based on UCLA's latest redlines. We are certainly open to suggestions that might resolve this impasse.

Best regards,

James

James T. Aceron, Serial No. N5254

Senior Management Analyst II

Officer in Charge, Contracts Section

Fiscal Operations Division

Los Angeles Police Department

100 West First Street, Suite 767

Los Angeles, CA 90012

[REDACTED]  
Main Line: (213) 486-0112

[N5254@lapd.online](mailto:N5254@lapd.online)

CONFIDENTIALITY NOTICE: This communication with its contents may contain confidential and/or legally privileged information. It is solely for the use of the intended recipient(s). Unauthorized interception, review, use or disclosure is prohibited and may violate applicable laws including the Electronic Communications Privacy Act. If you are not the intended recipient, please contact the sender and destroy all copies of the communication.

---

**From:** Sarmiento, Yessenia <[yessenia.sarmiento@research.ucla.edu](mailto:yessenia.sarmiento@research.ucla.edu)>

**Sent:** Tuesday, March 24, 2020 3:52 PM

**To:** Barak Vaughn <[barak.vaughn@lacity.org](mailto:barak.vaughn@lacity.org)>

**Cc:** James Aceron <[N5254@lapd.online](mailto:N5254@lapd.online)>; Brantingham, P. Jeffery <[branting@ucla.edu](mailto:branting@ucla.edu)>; Fong, Jim <[jim.fong@research.ucla.edu](mailto:jim.fong@research.ucla.edu)>; ORA PATS Records <[PATSRecords@research.ucla.edu](mailto:PATSRecords@research.ucla.edu)>; LAPD Contracts <[LAPDContracts@lapd.online](mailto:LAPDContracts@lapd.online)>; Barbra Ann Montesquieu <[n3202@lapd.online](mailto:n3202@lapd.online)>

**Subject:** RE: UCLA Brantingham Agreement- PATS No. 20201004

**ATTENTION:** This email originated outside of LAPD. Please use caution when clicking on hyperlinks or opening attachments if you are unfamiliar with the sender.

Good morning James,

Hope all is well.

I am following up on your meeting and the redlined agreement. If you or Mr. Vaughn have any questions, please do not hesitate to contact me.

All the best,

Yessenia Sarmiento, CRA

Contract & Grant Officer

*University of California, Los Angeles*

*Office of Contract & Grant Administration*

*10889 Wilshire Blvd., Suite 700*

*Los Angeles, CA 90095-1406*

Tel: 310-794-0393

[Yessenia.sarmiento@research.ucla.edu](mailto:Yessenia.sarmiento@research.ucla.edu)

\*Proposals are due to OCGA **five business days** prior to sponsor deadline\*

For OCGA forms, templates, and Commonly Needed Information, please contact:

Helen Kim, Contract & Grant Specialist: (310) 794-9636; [helen.kim@research.ucla.edu](mailto:helen.kim@research.ucla.edu)

---

**From:** Sarmiento, Yessenia  
**Sent:** Monday, March 9, 2020 3:20 PM  
**To:** Barak Vaughn <[barak.vaughn@lacity.org](mailto:barak.vaughn@lacity.org)>  
**Cc:** James Aceron <[n5254@lapd.online](mailto:n5254@lapd.online)>; Brantingham, P. Jeffery <[branting@ucla.edu](mailto:branting@ucla.edu)>; Fong, Jim <[jim.fong@research.ucla.edu](mailto:jim.fong@research.ucla.edu)>; ORA PATS Records <[PATSRecords@research.ucla.edu](mailto:PATSRecords@research.ucla.edu)>; LAPD Contracts <[LAPDContracts@lapd.online](mailto:LAPDContracts@lapd.online)>; Barbra Ann Montesquieu <[n3202@lapd.online](mailto:n3202@lapd.online)>  
**Subject:** RE: UCLA Brantingham Agreement- PATS No. 20201004

Thank you for the update.

All the best,

Yessenia Sarmiento, CRA

Contract & Grant Officer

*University of California, Los Angeles*

*Office of Contract & Grant Administration*

*10889 Wilshire Blvd., Suite 700*

*Los Angeles, CA 90095-1406*

Tel: 310-794-0393

[Yessenia.sarmiento@research.ucla.edu](mailto:Yessenia.sarmiento@research.ucla.edu)

\*Proposals are due to OCGA ***five business days*** prior to sponsor deadline\*

For OCGA forms, templates, and Commonly Needed Information, please contact:

Helen Kim, Contract & Grant Specialist: (310) 794-9636; [helen.kim@research.ucla.edu](mailto:helen.kim@research.ucla.edu)

---

**From:** Barak Vaughn <[barak.vaughn@lacity.org](mailto:barak.vaughn@lacity.org)>  
**Sent:** Monday, March 9, 2020 2:59 PM  
**To:** Sarmiento, Yessenia <[yessenia.sarmiento@research.ucla.edu](mailto:yessenia.sarmiento@research.ucla.edu)>

**Cc:** James Aceron <[n5254@lapd.online](mailto:n5254@lapd.online)>; Brantingham, P. Jeffery <[branting@ucla.edu](mailto:branting@ucla.edu)>; Fong, Jim <[jim.fong@research.ucla.edu](mailto:jim.fong@research.ucla.edu)>; ORA PATS Records <[PATSRecords@research.ucla.edu](mailto:PATSRecords@research.ucla.edu)>; LAPD Contracts <[LAPDContracts@lapd.online](mailto:LAPDContracts@lapd.online)>; Barbra Ann Montesquieu <[n3202@lapd.online](mailto:n3202@lapd.online)>  
**Subject:** Re: UCLA Brantingham Agreement- PATS No. 20201004

Good Afternoon Yessenia:

We are in the process of getting the City team together to discuss the redlines to the Agreement and the extensive redlines to the Standard Provisions. Once that meeting takes place, we will set up a telephonic conference with UCLA regarding the redlines. I estimate that will occur within the next 7 to 10 days.

On Mon, Mar 9, 2020 at 2:45 PM Sarmiento, Yessenia <[yessenia.sarmiento@research.ucla.edu](mailto:yessenia.sarmiento@research.ucla.edu)> wrote:

Good morning James,

Just a friendly follow up on the redlined agreement. If you or Mr. Vaughn have any questions, please do not hesitate to contact me.

All the best,  
Yessenia Sarmiento, CRA  
Contract & Grant Officer  
University of California, Los Angeles  
Office of Contract & Grant Administration  
10889 Wilshire Blvd., Suite 700  
Los Angeles, CA 90095-1406  
Tel: 310-794-0393  
[yessenia.sarmiento@research.ucla.edu](mailto:yessenia.sarmiento@research.ucla.edu)

\*Proposals are due to OCGA five business days prior to sponsor deadline\*

For OCGA forms, templates, and Commonly Needed Information, please contact:  
Helen Kim, Contract & Grant Specialist: (310) 794-9636; [helen.kim@research.ucla.edu](mailto:helen.kim@research.ucla.edu)

-----Original Message-----

From: Sarmiento, Yessenia  
Sent: Wednesday, March 4, 2020 7:36 AM  
To: James Aceron <[n5254@lapd.online](mailto:n5254@lapd.online)>; Brantingham, P. Jeffery <[branting@ucla.edu](mailto:branting@ucla.edu)>  
Cc: Fong, Jim <[jim.fong@research.ucla.edu](mailto:jim.fong@research.ucla.edu)>; Kim, Helen <[helen.kim@research.ucla.edu](mailto:helen.kim@research.ucla.edu)>; ORA PATS Records <[PATSRecords@research.ucla.edu](mailto:PATSRecords@research.ucla.edu)>; LAPD Contracts <[LAPDContracts@lapd.online](mailto:LAPDContracts@lapd.online)>; Barak Vaughn <[barak.vaughn@lacity.org](mailto:barak.vaughn@lacity.org)>; Barbra Ann Montesquieu <[n3202@lapd.online](mailto:n3202@lapd.online)>  
Subject: RE: UCLA Brantingham Agreement- PATS No. 20201004

Good morning James,

We are following up on the redlined agreement. If you or Mr. Vaughn have any questions, please do not hesitate to contact me.

All the best,  
Yessenia Sarmiento, CRA  
Contract & Grant Officer  
University of California, Los Angeles  
Office of Contract & Grant Administration  
10889 Wilshire Blvd., Suite 700  
Los Angeles, CA 90095-1406  
Tel: 310-794-0393  
[Yessenia.sarmiento@research.ucla.edu](mailto:Yessenia.sarmiento@research.ucla.edu)

\*Proposals are due to OCGA five business days prior to sponsor deadline\*

For OCGA forms, templates, and Commonly Needed Information, please contact:  
Helen Kim, Contract & Grant Specialist: (310) 794-9636; [helen.kim@research.ucla.edu](mailto:helen.kim@research.ucla.edu)

-----Original Message-----

From: James Aceron <[n5254@lapd.online](mailto:n5254@lapd.online)>  
Sent: Wednesday, February 26, 2020 12:41 PM  
To: Sarmiento, Yessenia <[yessenia.sarmiento@research.ucla.edu](mailto:yessenia.sarmiento@research.ucla.edu)>; Brantingham, P. Jeffery <[branting@ucla.edu](mailto:branting@ucla.edu)>  
Cc: Fong, Jim <[jim.fong@research.ucla.edu](mailto:jim.fong@research.ucla.edu)>; Kim, Helen <[helen.kim@research.ucla.edu](mailto:helen.kim@research.ucla.edu)>; ORA PATS Records <[PATSRecords@research.ucla.edu](mailto:PATSRecords@research.ucla.edu)>; LAPD Contracts <[LAPDContracts@lapd.online](mailto:LAPDContracts@lapd.online)>; Barak Vaughn <[barak.vaughn@lacity.org](mailto:barak.vaughn@lacity.org)>; Barbra Ann Montesquieu <[n3202@lapd.online](mailto:n3202@lapd.online)>  
Subject: Re: UCLA Brantingham Agreement- PATS No. 20201004

Hi Yessenia,

Thank you for the revised draft. We'll get back to you as soon as Barak Vaughn, our City Attorney, completes his review.

Best regards,

James

James T. Aceron, Serial No. N5254  
Senior Management Analyst II  
Officer in Charge, Contracts Section  
Fiscal Operations Division  
Los Angeles Police Department  
100 West First Street, Suite 767  
Los Angeles, CA 90012

[REDACTED]  
Main Line: (213) 486-0112

[N5254@lapd.online](mailto:N5254@lapd.online)

CONFIDENTIALITY NOTICE: This communication with its contents may contain confidential and/or legally privileged information. It is solely for the use of the intended recipient(s). Unauthorized interception, review, use or disclosure is prohibited and may violate applicable laws including the Electronic Communications Privacy Act. If you are not the intended recipient, please contact the sender and destroy all copies of the communication.

---

From: Sarmiento, Yessenia <[yessenia.sarmiento@research.ucla.edu](mailto:yessenia.sarmiento@research.ucla.edu)>  
Sent: Wednesday, February 26, 2020 12:21 PM  
To: James Aceron; Brantingham, P. Jeffery  
Cc: Fong, Jim; Kim, Helen; ORA PATS Records; LAPD Contracts; Barak Vaughn; Barbra Ann Montesquieu; Rachel Rodriguez; Jeffrey Bert  
Subject: RE: UCLA Brantingham Agreement- PATS No. 20201004

ATTENTION: This email originated outside of LAPD. Please use caution when clicking on hyperlinks or opening attachments if you are unfamiliar with the sender.

Hello James,

Please find attached the redlined agreement. If you or the City Attorney have any questions, please feel free to contact me.

We appreciate your assistance in finalizing this agreement.

All the best,  
Yessenia Sarmiento, CRA  
Contract & Grant Officer  
University of California, Los Angeles  
Office of Contract & Grant Administration  
10889 Wilshire Blvd., Suite 700  
Los Angeles, CA 90095-1406  
Tel: 310-794-0393  
[yessenia.sarmiento@research.ucla.edu](mailto:yessenia.sarmiento@research.ucla.edu)

\*Proposals are due to OCGA five business days prior to sponsor deadline\*

For OCGA forms, templates, and Commonly Needed Information, please contact:  
Helen Kim, Contract & Grant Specialist: (310) 794-9636; [helen.kim@research.ucla.edu](mailto:helen.kim@research.ucla.edu)

-----Original Message-----

From: James Aceron <[n5254@lapd.online](mailto:n5254@lapd.online)>  
Sent: Friday, February 21, 2020 9:40 AM  
To: Sarmiento, Yessenia <[yessenia.sarmiento@research.ucla.edu](mailto:yessenia.sarmiento@research.ucla.edu)>; Brantingham, P. Jeffery <[branting@ucla.edu](mailto:branting@ucla.edu)>  
Cc: Fong, Jim <[jim.fong@research.ucla.edu](mailto:jim.fong@research.ucla.edu)>; Kim, Helen <[helen.kim@research.ucla.edu](mailto:helen.kim@research.ucla.edu)>; ORA PATS

Records <[PATSRecords@research.ucla.edu](mailto:PATSRecords@research.ucla.edu)>; LAPD Contracts <[LAPDContracts@lapd.online](mailto:LAPDContracts@lapd.online)>; Barak Vaughn <[barak.vaughn@lacity.org](mailto:barak.vaughn@lacity.org)>; Barbra Ann Montesquieu <[n3202@lapd.online](mailto:n3202@lapd.online)>; Rachel Rodriguez <[37455@lapd.online](mailto:37455@lapd.online)>; Jeffrey Bert <[33112@lapd.online](mailto:33112@lapd.online)>  
Subject: Re: UCLA Brantingham Agreement- PATS No. 20201004

Hi Yessenia,

I'm just following up on where UCLA is at with the contract, based on our January 29, 2020 teleconference with the City Attorney. Any idea when we should expect it?

Thanks,

James

James T. Aceron, Serial No. N5254  
Senior Management Analyst II  
Officer in Charge, Contracts Section  
Fiscal Operations Division  
Los Angeles Police Department  
100 West First Street, Suite 767  
Los Angeles, CA 90012

Main Line: (213) 486-0112  
[N5254@lapd.online](mailto:N5254@lapd.online)

CONFIDENTIALITY NOTICE: This communication with its contents may contain confidential and/or legally privileged information. It is solely for the use of the intended recipient(s). Unauthorized interception, review, use or disclosure is prohibited and may violate applicable laws including the Electronic Communications Privacy Act. If you are not the intended recipient, please contact the sender and destroy all copies of the communication.

---

From: Sarmiento, Yessenia <[yessenia.sarmiento@research.ucla.edu](mailto:yessenia.sarmiento@research.ucla.edu)>  
Sent: Monday, January 27, 2020 8:28 AM  
To: James Aceron; Brantingham, P. Jeffery  
Cc: Fong, Jim; Kim, Helen; ORA PATS Records; LAPD Contracts; Barak Vaughn; Barbra Ann Montesquieu; Rachel Rodriguez; Jeffrey Bert  
Subject: RE: UCLA Brantingham Agreement- PATS No. 20201004

ATTENTION: This email originated outside of LAPD. Please use caution when clicking on hyperlinks or opening attachments if you are unfamiliar with the sender.

Good morning James and Jeff,

Please see below the call-in information for our conference call scheduled Wednesday, January 29th at

10AM:

Dial: 1 669 900 6833 US (San Jose)

Meeting ID: [REDACTED]

Speak to you soon,  
Yessenia Sarmiento, CRA  
Contract & Grant Officer  
University of California, Los Angeles  
Office of Contract & Grant Administration  
10889 Wilshire Blvd., Suite 700  
Los Angeles, CA 90095-1406  
Tel: 310-794-0393

[Yessenia.sarmiento@research.ucla.edu](mailto:Yessenia.sarmiento@research.ucla.edu)<mailto:[Yessenia.sarmiento@research.ucla.edu](mailto:Yessenia.sarmiento@research.ucla.edu)>

\*Proposals are due to OCGA five business days prior to sponsor deadline\*

For OCGA forms, templates, and Commonly Needed Information, please contact:

Helen Kim, Contract & Grant Specialist: (310) 794-9636;  
[helen.kim@research.ucla.edu](mailto:helen.kim@research.ucla.edu)<mailto:[helen.kim@research.ucla.edu](mailto:helen.kim@research.ucla.edu)>

From: James Aceron <[n5254@lapd.online](mailto:n5254@lapd.online)>  
Sent: Friday, January 24, 2020 3:10 PM  
To: Brantingham, P. Jeffery <[branting@ucla.edu](mailto:branting@ucla.edu)>; Sarmiento, Yessenia <[yessenia.sarmiento@research.ucla.edu](mailto:yessenia.sarmiento@research.ucla.edu)>  
Cc: Fong, Jim <[jim.fong@research.ucla.edu](mailto:jim.fong@research.ucla.edu)>; Kim, Helen <[helen.kim@research.ucla.edu](mailto:helen.kim@research.ucla.edu)>; ORA PATS Records <[PATSRecords@research.ucla.edu](mailto:PATSRecords@research.ucla.edu)>; LAPD Contracts <[LAPDContracts@lapd.online](mailto:LAPDContracts@lapd.online)>; Barak Vaughn <[barak.vaughn@lacity.org](mailto:barak.vaughn@lacity.org)>; Barbra Ann Montesquieu <[n3202@lapd.online](mailto:n3202@lapd.online)>; Rachel Rodriguez <[37455@lapd.online](mailto:37455@lapd.online)>; Jeffrey Bert <[33112@lapd.online](mailto:33112@lapd.online)>  
Subject: Re: UCLA Brantingham Agreement- PATS No. 20201004

Okay, Wednesday, 10 a.m. - 12 noon, it is.

Best regards,

James

---

From: Jeff Brantingham <[branting@ucla.edu](mailto:branting@ucla.edu)<mailto:[branting@ucla.edu](mailto:branting@ucla.edu)>>  
Sent: Friday, January 24, 2020 2:52 PM  
To: Sarmiento, Yessenia <[yessenia.sarmiento@research.ucla.edu](mailto:yessenia.sarmiento@research.ucla.edu)<mailto:[yessenia.sarmiento@research.ucla.edu](mailto:yessenia.sarmiento@research.ucla.edu)>>  
Cc: James Aceron <[n5254@lapd.online](mailto:n5254@lapd.online)<mailto:[n5254@lapd.online](mailto:n5254@lapd.online)>>; Fong, Jim <[jim.fong@research.ucla.edu](mailto:jim.fong@research.ucla.edu)<mailto:[jim.fong@research.ucla.edu](mailto:jim.fong@research.ucla.edu)>>; Kim, Helen <[helen.kim@research.ucla.edu](mailto:helen.kim@research.ucla.edu)<mailto:[helen.kim@research.ucla.edu](mailto:helen.kim@research.ucla.edu)>>; ORA PATS Records <[PATSRecords@research.ucla.edu](mailto:PATSRecords@research.ucla.edu)<mailto:[PATSRecords@research.ucla.edu](mailto:PATSRecords@research.ucla.edu)>>; LAPD Contracts <[LAPDContracts@lapd.online](mailto:LAPDContracts@lapd.online)<mailto:[LAPDContracts@lapd.online](mailto:LAPDContracts@lapd.online)>>; Barak Vaughn <[barak.vaughn@lacity.org](mailto:barak.vaughn@lacity.org)<mailto:[barak.vaughn@lacity.org](mailto:barak.vaughn@lacity.org)>>; Barbra Ann Montesquieu <[n3202@lapd.online](mailto:n3202@lapd.online)<mailto:[n3202@lapd.online](mailto:n3202@lapd.online)>>; Rachel Rodriguez <[37455@lapd.online](mailto:37455@lapd.online)<mailto:[37455@lapd.online](mailto:37455@lapd.online)>>; Jeffrey Bert <[33112@lapd.online](mailto:33112@lapd.online)<mailto:[33112@lapd.online](mailto:33112@lapd.online)>>

Subject: Re: UCLA Brantingham Agreement- PATS No. 20201004

ATTENTION: This email originated outside of LAPD. Please use caution when clicking on hyperlinks or opening attachments if you are unfamiliar with the sender.

Hello All:

I have put Wednesday Jan 29, 10AM-12PM in my calendar.

Sincerely,  
Jeff

On Fri, Jan 24, 2020 at 2:49 PM Sarmiento, Yessenia  
<[yessenia.sarmiento@research.ucla.edu](mailto:yessenia.sarmiento@research.ucla.edu)<mailto:[yessenia.sarmiento@research.ucla.edu](mailto:yessenia.sarmiento@research.ucla.edu)>> wrote:  
Hi Jim and James,

Wednesday 10am-12pm works for me as well. Once we hear back from Dr. Brantingham, I can share the conference call information.

Best,  
Yessenia

---

From: James Aceron <n5254@lapd.online<mailto:[n5254@lapd.online](mailto:n5254@lapd.online)>>  
Sent: Friday, January 24, 2020 11:23:28 AM  
To: Fong, Jim <[jim.fong@research.ucla.edu](mailto:jim.fong@research.ucla.edu)<mailto:[jim.fong@research.ucla.edu](mailto:jim.fong@research.ucla.edu)>>; Sarmiento, Yessenia  
<[yessenia.sarmiento@research.ucla.edu](mailto:yessenia.sarmiento@research.ucla.edu)<mailto:[yessenia.sarmiento@research.ucla.edu](mailto:yessenia.sarmiento@research.ucla.edu)>>  
Cc: Kim, Helen <[helen.kim@research.ucla.edu](mailto:helen.kim@research.ucla.edu)<mailto:[helen.kim@research.ucla.edu](mailto:helen.kim@research.ucla.edu)>>; ORA PATS  
Records <[PATSRecords@research.ucla.edu](mailto:PATSRecords@research.ucla.edu)<mailto:[PATSRecords@research.ucla.edu](mailto:PATSRecords@research.ucla.edu)>>; LAPD Contracts  
<LAPDContracts@lapd.online<mailto:[LAPDContracts@lapd.online](mailto:LAPDContracts@lapd.online)>>; Barak Vaughn  
<[barak.vaughn@lacity.org](mailto:barak.vaughn@lacity.org)<mailto:[barak.vaughn@lacity.org](mailto:barak.vaughn@lacity.org)>>; Barbra Ann Montesquieu  
<n3202@lapd.online<mailto:[n3202@lapd.online](mailto:n3202@lapd.online)>>; Brantingham, P. Jeffery  
<[branting@ucla.edu](mailto:branting@ucla.edu)<mailto:[branting@ucla.edu](mailto:branting@ucla.edu)>>; Rachel Rodriguez  
<37455@lapd.online<mailto:[37455@lapd.online](mailto:37455@lapd.online)>>; Jeffrey Bert  
<33112@lapd.online<mailto:[33112@lapd.online](mailto:33112@lapd.online)>>  
Subject: Re: UCLA Brantingham Agreement- PATS No. 20201004

Hi Jim,

Either 10-11 or 11-12 works for us. Just let us know what works best for you, Jeff, and Yessenia.

Our preference is for the original contract language to remain as is because of the City's contracting requirements. Are there clauses in the contract that conflict with UCLA's contracting requirements?

Thank you,

James

James T. Aceron, Serial No. N5254

Senior Management Analyst II

Officer in Charge, Contracts Section

Fiscal Operations Division

Los Angeles Police Department

100 West First Street, Suite 773

Los Angeles, CA 90012

[REDACTED]  
Main Line: (213) 486-0112

N5254@lapd.online<mailto:[N5254@lapd.online](mailto:N5254@lapd.online)>

CONFIDENTIALITY NOTICE: This communication with its contents may contain confidential and/or legally privileged information. It is solely for the use of the intended recipient(s). Unauthorized interception, review, use or disclosure is prohibited and may violate applicable laws including the Electronic Communications Privacy Act. If you are not the intended recipient, please contact the sender and destroy all copies of the communication.

---

From: Fong, Jim <[jim.fong@research.ucla.edu](mailto:jim.fong@research.ucla.edu)<mailto:[jim.fong@research.ucla.edu](mailto:jim.fong@research.ucla.edu)>>>  
Sent: Friday, January 24, 2020 9:13 AM  
To: James Aceron <n5254@lapd.online<mailto:[n5254@lapd.online](mailto:n5254@lapd.online)>>; Sarmiento, Yessenia <[yessenia.sarmiento@research.ucla.edu](mailto:yessenia.sarmiento@research.ucla.edu)<mailto:[yessenia.sarmiento@research.ucla.edu](mailto:yessenia.sarmiento@research.ucla.edu)>>  
Cc: Kim, Helen <[helen.kim@research.ucla.edu](mailto:helen.kim@research.ucla.edu)<mailto:[helen.kim@research.ucla.edu](mailto:helen.kim@research.ucla.edu)>>; ORA PATS Records <[PATSRecords@research.ucla.edu](mailto:PATSRecords@research.ucla.edu)<mailto:[PATSRecords@research.ucla.edu](mailto:PATSRecords@research.ucla.edu)>>; LAPD Contracts <[LAPDContracts@lapd.online](mailto:LAPDContracts@lapd.online)<mailto:[LAPDContracts@lapd.online](mailto:LAPDContracts@lapd.online)>>; Barak Vaughn <[barak.vaughn@lacity.org](mailto:barak.vaughn@lacity.org)<mailto:[barak.vaughn@lacity.org](mailto:barak.vaughn@lacity.org)>>; Barbra Ann Montesquieu <n3202@lapd.online<mailto:[n3202@lapd.online](mailto:n3202@lapd.online)>>; Brantingham, P. Jeffery <[branting@ucla.edu](mailto:branting@ucla.edu)<mailto:[branting@ucla.edu](mailto:branting@ucla.edu)>>; Rachel Rodriguez <37455@lapd.online<mailto:[37455@lapd.online](mailto:37455@lapd.online)>>; Jeffrey Bert <33112@lapd.online<mailto:[33112@lapd.online](mailto:33112@lapd.online)>>  
Subject: RE: UCLA Brantingham Agreement- PATS No. 20201004

ATTENTION: This email originated outside of LAPD. Please use caution when clicking on hyperlinks or opening attachments if you are unfamiliar with the sender.

James,

I'm Yessenia's supervisor and she is out today. For me, Wednesday from 10-12 noon works best.

If possible, can you share what clauses are an absolute "no" for LAPD or is it a matter of wordsmithing some of the language?

Jim Fong

Assistant Director, Contracts and Incoming Subawards

Office of Contract and Grant Administration

University of California, Los Angeles

Ph: 310-794-0608

Em: [Jim.Fong@research.ucla.edu](mailto:Jim.Fong@research.ucla.edu)<mailto:[Jim.Fong@research.ucla.edu](mailto:Jim.Fong@research.ucla.edu)>

From: James Aceron <n5254@lapd.online<mailto:[n5254@lapd.online](mailto:n5254@lapd.online)>>

Sent: Friday, January 24, 2020 8:38 AM

To: Sarmiento, Yessenia

<[yessenia.sarmiento@research.ucla.edu](mailto:yessenia.sarmiento@research.ucla.edu)<mailto:[yessenia.sarmiento@research.ucla.edu](mailto:yessenia.sarmiento@research.ucla.edu)>>

Cc: Kim, Helen <[helen.kim@research.ucla.edu](mailto:helen.kim@research.ucla.edu)<mailto:[helen.kim@research.ucla.edu](mailto:helen.kim@research.ucla.edu)>>; ORA PATS Records <[PATSRecords@research.ucla.edu](mailto:PATSRecords@research.ucla.edu)<mailto:[PATSRecords@research.ucla.edu](mailto:PATSRecords@research.ucla.edu)>>; LAPD Contracts <LAPDContracts@lapd.online<mailto:[LAPDContracts@lapd.online](mailto:LAPDContracts@lapd.online)>>; Barak Vaughn <[barak.vaughn@lacity.org](mailto:barak.vaughn@lacity.org)<mailto:[barak.vaughn@lacity.org](mailto:barak.vaughn@lacity.org)>>; Barbra Ann Montesquieu <n3202@lapd.online<mailto:[n3202@lapd.online](mailto:n3202@lapd.online)>>; Brantingham, P. Jeffery <[branting@ucla.edu](mailto:branting@ucla.edu)<mailto:[branting@ucla.edu](mailto:branting@ucla.edu)>>; Rachel Rodriguez <37455@lapd.online<mailto:[37455@lapd.online](mailto:37455@lapd.online)>>; Jeffrey Bert <33112@lapd.online<mailto:[33112@lapd.online](mailto:33112@lapd.online)>>; Fong, Jim <[jim.fong@research.ucla.edu](mailto:jim.fong@research.ucla.edu)<mailto:[jim.fong@research.ucla.edu](mailto:jim.fong@research.ucla.edu)>>

Subject: Re: UCLA Brantingham Agreement- PATS No. 20201004

Hi Yessenia,

Sounds good. We're unavailable Monday and Tuesday. How about Wednesday or Thursday between 10-12 noon or 1-2 p.m.?

James

James T. Aceron, Serial No. N5254

Senior Management Analyst II

Officer in Charge, Contracts Section

Fiscal Operations Division

Los Angeles Police Department

100 West First Street, Suite 773

Los Angeles, CA 90012

[REDACTED]

Main Line: (213) 486-0112

N5254@lapd.online<mailto:[N5254@lapd.online](mailto:N5254@lapd.online)>

CONFIDENTIALITY NOTICE: This communication with its contents may contain confidential and/or legally privileged information. It is solely for the use of the intended recipient(s). Unauthorized interception, review, use or disclosure is prohibited and may violate applicable laws including the Electronic Communications Privacy Act. If you are not the intended recipient, please contact the sender and destroy all copies of the communication.

---

From: Sarmiento, Yessenia

<[yessenia.sarmiento@research.ucla.edu](mailto:yessenia.sarmiento@research.ucla.edu)<mailto:[yessenia.sarmiento@research.ucla.edu](mailto:yessenia.sarmiento@research.ucla.edu)>>

Sent: Thursday, January 23, 2020 11:30 PM

To: James Aceron <[n5254@lapd.online](mailto:n5254@lapd.online)<mailto:[n5254@lapd.online](mailto:n5254@lapd.online)>>

Cc: Kim, Helen <[helen.kim@research.ucla.edu](mailto:helen.kim@research.ucla.edu)<mailto:[helen.kim@research.ucla.edu](mailto:helen.kim@research.ucla.edu)>>; ORA PATS Records <[PATSRecords@research.ucla.edu](mailto:PATSRecords@research.ucla.edu)<mailto:[PATSRecords@research.ucla.edu](mailto:PATSRecords@research.ucla.edu)>>; LAPD Contracts <[LAPDContracts@lapd.online](mailto:LAPDContracts@lapd.online)<mailto:[LAPDContracts@lapd.online](mailto:LAPDContracts@lapd.online)>>; Barak Vaughn <[barak.vaughn@lacity.org](mailto:barak.vaughn@lacity.org)<mailto:[barak.vaughn@lacity.org](mailto:barak.vaughn@lacity.org)>>; Barbra Ann Montesquieu <n3202@lapd.online<mailto:[n3202@lapd.online](mailto:n3202@lapd.online)>>; Brantingham, P. Jeffery <[branting@ucla.edu](mailto:branting@ucla.edu)<mailto:[branting@ucla.edu](mailto:branting@ucla.edu)>>; Rachel Rodriguez <37455@lapd.online<mailto:[37455@lapd.online](mailto:37455@lapd.online)>>; Jeffrey Bert <33112@lapd.online<mailto:[33112@lapd.online](mailto:33112@lapd.online)>>; Fong, Jim <[jim.fong@research.ucla.edu](mailto:jim.fong@research.ucla.edu)<mailto:[jim.fong@research.ucla.edu](mailto:jim.fong@research.ucla.edu)>>  
Subject: RE: UCLA Brantingham Agreement- PATS No. 20201004

ATTENTION: This email originated outside of LAPD. Please use caution when clicking on hyperlinks or opening attachments if you are unfamiliar with the sender.

Hello James,

Thank you for getting back to me. I am feeling much better now.

Can we schedule a call for Monday to further discuss the terms and conditions? Is it possible to also have the city attorney on the call as well? If you can provide me available times, I can coordinate with my supervisor and Dr. Brantingham to schedule a call. I am scheduled out of the office tomorrow but will check email to confirm a day and time and share the conference call information.

All the best,

Yessenia Sarmiento, CRA

Contract & Grant Officer

University of California, Los Angeles

Office of Contract & Grant Administration

10889 Wilshire Blvd., Suite 700

Los Angeles, CA 90095-1406

Tel: 310-794-0393

[Yessenia.sarmiento@research.ucla.edu](mailto:Yessenia.sarmiento@research.ucla.edu)<mailto:[Yessenia.sarmiento@research.ucla.edu](mailto:Yessenia.sarmiento@research.ucla.edu)>

\*Proposals are due to OCGA five business days prior to sponsor deadline\*

For OCGA forms, templates, and Commonly Needed Information, please contact:

Helen Kim, Contract & Grant Specialist: (310) 794-9636;  
[helen.kim@research.ucla.edu](mailto:helen.kim@research.ucla.edu)<mailto:[helen.kim@research.ucla.edu](mailto:helen.kim@research.ucla.edu)>

From: James Aceron <n5254@lapd.online<mailto:[n5254@lapd.online](mailto:n5254@lapd.online)>>>  
Sent: Wednesday, January 22, 2020 2:41 PM  
To: Sarmiento, Yessenia  
<[yessenia.sarmiento@research.ucla.edu](mailto:yessenia.sarmiento@research.ucla.edu)<mailto:[yessenia.sarmiento@research.ucla.edu](mailto:yessenia.sarmiento@research.ucla.edu)>>>  
Cc: Kim, Helen <[helen.kim@research.ucla.edu](mailto:helen.kim@research.ucla.edu)<mailto:[helen.kim@research.ucla.edu](mailto:helen.kim@research.ucla.edu)>>; ORA PATS  
Records <[PATSRecords@research.ucla.edu](mailto:PATSRecords@research.ucla.edu)<mailto:[PATSRecords@research.ucla.edu](mailto:PATSRecords@research.ucla.edu)>>; LAPD Contracts  
<[LAPDContracts@lapd.online](mailto:LAPDContracts@lapd.online)<mailto:[LAPDContracts@lapd.online](mailto:LAPDContracts@lapd.online)>>; Barak Vaughn  
<[barak.vaughn@lacity.org](mailto:barak.vaughn@lacity.org)<mailto:[barak.vaughn@lacity.org](mailto:barak.vaughn@lacity.org)>>; Barbra Ann Montesquieu  
<n3202@lapd.online<mailto:[n3202@lapd.online](mailto:n3202@lapd.online)>>; Brantingham, P. Jeffery  
<[branting@ucla.edu](mailto:branting@ucla.edu)<mailto:[branting@ucla.edu](mailto:branting@ucla.edu)>>; Rachel Rodriguez  
<37455@lapd.online<mailto:[37455@lapd.online](mailto:37455@lapd.online)>>; Jeffrey Bert  
<33112@lapd.online<mailto:[33112@lapd.online](mailto:33112@lapd.online)>>  
Subject: Re: UCLA Brantingham Agreement- PATS No. 20201004

Hi Yessenia,

Happy New Year! [REDACTED]

This is a follow-up of a voicemail I left you. We discussed UCLA's redlines with the City Attorney. Unfortunately, with the exception of the NRA Disclosure -- which we agree to remove --the contract cannot be executed in its current form, as revised by UCLA. Please call me at your earliest convenience to discuss ways we might be able to move forward on this.

Thank you,

James

James T. Aceron, Serial No. N5254

Senior Management Analyst II

Officer in Charge, Contracts Section

Fiscal Operations Division

Los Angeles Police Department

100 West First Street, Suite 767

Los Angeles, CA 90012

[REDACTED]

Main Line: (213) 486-0112

N5254@lapd.online<mailto:[N5254@lapd.online](mailto:N5254@lapd.online)>

CONFIDENTIALITY NOTICE: This communication with its contents may contain confidential and/or legally privileged information. It is solely for the use of the intended recipient(s). Unauthorized interception, review, use or disclosure is prohibited and may violate applicable laws including the Electronic Communications Privacy Act. If you are not the intended recipient, please contact the sender and destroy all copies of the communication.

---

From: Sarmiento, Yessenia  
<[yessenia.sarmiento@research.ucla.edu](mailto:yessenia.sarmiento@research.ucla.edu)<mailto:[yessenia.sarmiento@research.ucla.edu](mailto:yessenia.sarmiento@research.ucla.edu)>>  
Sent: Friday, January 17, 2020 12:29 PM  
To: James Aceron <n5254@lapd.online<mailto:[n5254@lapd.online](mailto:n5254@lapd.online)>>

Cc: Kim, Helen <[helen.kim@research.ucla.edu](mailto:helen.kim@research.ucla.edu)<mailto:[helen.kim@research.ucla.edu](mailto:helen.kim@research.ucla.edu)>>; ORA PATS Records <[PATSRecords@research.ucla.edu](mailto:PATSRecords@research.ucla.edu)<mailto:[PATSRecords@research.ucla.edu](mailto:PATSRecords@research.ucla.edu)>>; LAPD Contracts <[LAPDContracts@lapd.online](mailto:LAPDContracts@lapd.online)<mailto:[LAPDContracts@lapd.online](mailto:LAPDContracts@lapd.online)>>; Barak Vaughn <[barak.vaughn@lacity.org](mailto:barak.vaughn@lacity.org)<mailto:[barak.vaughn@lacity.org](mailto:barak.vaughn@lacity.org)>>; Barbra Ann Montesquieu <n3202@lapd.online<mailto:[n3202@lapd.online](mailto:n3202@lapd.online)>>; Brantingham, P. Jeffery <[branting@ucla.edu](mailto:branting@ucla.edu)<mailto:[branting@ucla.edu](mailto:branting@ucla.edu)>>; Rachel Rodriguez <37455@lapd.online<mailto:[37455@lapd.online](mailto:37455@lapd.online)>>; Jeffrey Bert <33112@lapd.online<mailto:[33112@lapd.online](mailto:33112@lapd.online)>>  
Subject: RE: UCLA Brantingham Agreement- PATS No. 20201004

ATTENTION: This email originated outside of LAPD. Please use caution when clicking on hyperlinks or opening attachments if you are unfamiliar with the sender.

Hello James,

Happy New Year! My apologies for not contacting you sooner. Our office was closed for the Holiday closure [REDACTED] I am catching up through emails and agreement now.

I am following up on the agreement and inquiring if the city attorney has reviewed our revisions. Please feel free to contact me if you need more information or if you would like to schedule a call to discuss the revisions.

All the best,

Yessenia Sarmiento, CRA

Contract & Grant Officer

University of California, Los Angeles

Office of Contract & Grant Administration

10889 Wilshire Blvd., Suite 700

Los Angeles, CA 90095-1406

Tel: 310-794-0393

[Yessenia.sarmiento@research.ucla.edu](mailto:Yessenia.sarmiento@research.ucla.edu)<mailto:[Yessenia.sarmiento@research.ucla.edu](mailto:Yessenia.sarmiento@research.ucla.edu)>

\*Proposals are due to OCGA five business days prior to sponsor deadline\*

For OCGA forms, templates, and Commonly Needed Information, please contact:

Helen Kim, Contract & Grant Specialist: (310) 794-9636;  
[helen.kim@research.ucla.edu](mailto:helen.kim@research.ucla.edu)<mailto:[helen.kim@research.ucla.edu](mailto:helen.kim@research.ucla.edu)>

From: James Aceron <n5254@lapd.online<mailto:[n5254@lapd.online](mailto:n5254@lapd.online)>>  
Sent: Tuesday, December 17, 2019 7:37 AM  
To: Sarmiento, Yessenia  
<[yessenia.sarmiento@research.ucla.edu](mailto:yessenia.sarmiento@research.ucla.edu)<mailto:[yessenia.sarmiento@research.ucla.edu](mailto:yessenia.sarmiento@research.ucla.edu)>>  
Cc: Kim, Helen <[helen.kim@research.ucla.edu](mailto:helen.kim@research.ucla.edu)<mailto:[helen.kim@research.ucla.edu](mailto:helen.kim@research.ucla.edu)>>; ORA PATS  
Records <[PATSRecords@research.ucla.edu](mailto:PATSRecords@research.ucla.edu)<mailto:[PATSRecords@research.ucla.edu](mailto:PATSRecords@research.ucla.edu)>>; LAPD Contracts  
<[LAPDContracts@lapd.online](mailto:LAPDContracts@lapd.online)<mailto:[LAPDContracts@lapd.online](mailto:LAPDContracts@lapd.online)>>; Barak Vaughn  
<[barak.vaughn@lacity.org](mailto:barak.vaughn@lacity.org)<mailto:[barak.vaughn@lacity.org](mailto:barak.vaughn@lacity.org)>>; Barbra Ann Montesquieu  
<n3202@lapd.online<mailto:[n3202@lapd.online](mailto:n3202@lapd.online)>>; Brantingham, P. Jeffery  
<[branting@ucla.edu](mailto:branting@ucla.edu)<mailto:[branting@ucla.edu](mailto:branting@ucla.edu)>>; Rachel Rodriguez  
<37455@lapd.online<mailto:[37455@lapd.online](mailto:37455@lapd.online)>>; Jeffrey Bert  
<33112@lapd.online<mailto:[33112@lapd.online](mailto:33112@lapd.online)>>  
Subject: Re: UCLA Brantingham Agreement- PATS No. 20201004

HI Yessenia,

Our City Attorney is currently reviewing your proposed revisions to the contract, which includes exceptions to the City's Standard Provisions. Once he completes his review, we'll need to teleconference to discuss them.

Please note: the contract will need to go through the City, not the foundation, because the grant was awarded to the City. As such, the City's Standard Provisions will need to be adhered to, as a rule. Also, The Regents of the University of California, acting on behalf of the California Policy Lab, recently signed a contract (C-133900) that included the Standard Provisions without exceptions.

Thank you,

James

James T. Aceron, Serial No. N5254

Senior Management Analyst II

Officer in Charge, Contracts Section

Fiscal Operations Division

Los Angeles Police Department

100 West First Street, Suite 1061

Los Angeles, CA 90012

[REDACTED]  
Main Line: (213) 486-0112

N5254@lapd.online<mailto:[N5254@lapd.online](mailto:N5254@lapd.online)>

CONFIDENTIALITY NOTICE: This communication with its contents may contain confidential and/or legally privileged information. It is solely for the use of the intended recipient(s). Unauthorized interception, review, use or disclosure is prohibited and may violate applicable laws including the Electronic Communications Privacy Act. If you are not the intended recipient, please contact the sender and destroy all copies of the communication.

---

From: Sarmiento, Yessenia  
<[yessenia.sarmiento@research.ucla.edu](mailto:yessenia.sarmiento@research.ucla.edu)<mailto:[yessenia.sarmiento@research.ucla.edu](mailto:yessenia.sarmiento@research.ucla.edu)>>

Sent: Monday, December 16, 2019 9:41 AM  
To: Barbra Ann Montesquieu <n3202@lapd.online<mailto:[n3202@lapd.online](mailto:n3202@lapd.online)>>  
Cc: Kim, Helen <[helen.kim@research.ucla.edu](mailto:helen.kim@research.ucla.edu)<mailto:[helen.kim@research.ucla.edu](mailto:helen.kim@research.ucla.edu)>>; ORA PATS  
Records <[PATSRecords@research.ucla.edu](mailto:PATSRecords@research.ucla.edu)<mailto:[PATSRecords@research.ucla.edu](mailto:PATSRecords@research.ucla.edu)>>; James Aceron  
<n5254@lapd.online<mailto:[n5254@lapd.online](mailto:n5254@lapd.online)>>  
Subject: RE: UCLA Brantingham Agreement- PATS No. 20201004

ATTENTION: This email originated outside of LAPD. Please use caution when clicking on hyperlinks or opening attachments if you are unfamiliar with the sender.

Good morning Barbra and James,

I am following up on my email below. If you have any questions or would like to discuss further, please do not hesitate to contact me.

All the best,

Yessenia Sarmiento, CRA

Contract & Grant Officer

University of California, Los Angeles

Office of Contract & Grant Administration

10889 Wilshire Blvd., Suite 700

Los Angeles, CA 90095-1406

Tel: 310-794-0393

[Yessenia.sarmiento@research.ucla.edu](mailto:Yessenia.sarmiento@research.ucla.edu)<mailto:[Yessenia.sarmiento@research.ucla.edu](mailto:Yessenia.sarmiento@research.ucla.edu)>

\*Proposals are due to OCGA five business days prior to sponsor deadline\*

For OCGA forms, templates, and Commonly Needed Information, please contact:

Helen Kim, Contract & Grant Specialist: (310) 794-9636;  
[helen.kim@research.ucla.edu](mailto:helen.kim@research.ucla.edu)<mailto:[helen.kim@research.ucla.edu](mailto:helen.kim@research.ucla.edu)>

In observance of the UCLA Winter Holiday Closure the Office of Contract and Grant Administration will close at 5:00 PM on Friday, December 20, 2019, and will reopen at 8:00 AM on Thursday, January 2, 2020.

To ensure timely review and processing of applications and other inquiries related to sponsored project activities, with sponsor due dates between December 21, 2019 and January 2, 2020, please submit to OCGA no later than 8:00 AM on Monday, December 16, 2019.

From: Sarmiento, Yessenia  
Sent: Wednesday, December 11, 2019 12:29 PM  
To: Barbra Ann Montesquieu <n3202@lapd.online<mailto:[n3202@lapd.online](mailto:n3202@lapd.online)>>  
Cc: Kim, Helen <[helen.kim@research.ucla.edu](mailto:helen.kim@research.ucla.edu)<mailto:[helen.kim@research.ucla.edu](mailto:helen.kim@research.ucla.edu)>>; ORA PATS Records <[PATSRecords@research.ucla.edu](mailto:PATSRecords@research.ucla.edu)<mailto:[PATSRecords@research.ucla.edu](mailto:PATSRecords@research.ucla.edu)>>>; James Aceron <n5254@lapd.online<mailto:[n5254@lapd.online](mailto:n5254@lapd.online)>>  
Subject: RE: UCLA Brantingham Agreement- PATS No. 20201004

Hello Barbra and James,

Please find attached the redlined agreement that incorporates the Prime Award from DOJ as opposed to the terms and conditions and City Provisions. As stated, UCLA is a subgrantee (subrecipient) and the DOJ Prime Award advises the requirements under the Uniform Guidance (2CFR Part 200 ) applies and lists the Special Conditions applicable to subgrantees. The current agreement contains provisions that would apply to a contractor under procurement. The original proposal lists UCLA as a subgrantee and not contractor under procurement.

I am also providing a link below to the FDP Subaward Agreement template. This agreement is used by many Universities working collaboratively with federal agencies and receiving federal funds as a pass-through entity. We may be able to edit this agreement or use as guidance in this case.

[https://gcc01.safelinks.protection.outlook.com/?url=http%3A%2F%2Fthefdp.org%2Fdefault%2Fassets%2FFile%2FDocuments%2Fsubaward\\_forms%2FFDP\\_CR\\_2019\\_-\\_FINAL.pdf&data=02%7C01%7Cn5254%40lapd.online%7Cbafc77a233924d6842bb08d7baf97fd3%7C642fd61c34dd4fd0af8d443576485883%7C0%7C1%7C637183453375133976&reserved=0<https://gcc01.safelinks.protection.outlook.com/?url=http%3A%2F%2Fthefdp.org%2Fdefault%2Fassets%2FFile%2FDocuments%2Fsubaward\\_forms%2FFDP\\_CR\\_2019\\_-\\_FINAL.pdf&data=02%7C01%7Cn5254%40lapd.online%7Cbafc77a233924d6842bb08d7baf97fd3%7C642fd61c34dd4fd0af8d443576485883%7C0%7C1%7C637183453375143954&reserved=0>](https://gcc01.safelinks.protection.outlook.com/?url=http%3A%2F%2Fthefdp.org%2Fdefault%2Fassets%2FFile%2FDocuments%2Fsubaward_forms%2FFDP_CR_2019_-_FINAL.pdf&data=02%7C01%7Cn5254%40lapd.online%7Cbafc77a233924d6842bb08d7baf97fd3%7C642fd61c34dd4fd0af8d443576485883%7C0%7C1%7C637183453375133976&reserved=0<https://gcc01.safelinks.protection.outlook.com/?url=http%3A%2F%2Fthefdp.org%2Fdefault%2Fassets%2FFile%2FDocuments%2Fsubaward_forms%2FFDP_CR_2019_-_FINAL.pdf&data=02%7C01%7Cn5254%40lapd.online%7Cbafc77a233924d6842bb08d7baf97fd3%7C642fd61c34dd4fd0af8d443576485883%7C0%7C1%7C637183453375143954&reserved=0>)

We can schedule a call if you would like to discuss further.

All the best,

Yessenia Sarmiento, CRA

Contract & Grant Officer

University of California, Los Angeles

Office of Contract & Grant Administration

10889 Wilshire Blvd., Suite 700

Los Angeles, CA 90095-1406

Tel: 310-794-0393

[Yessenia.sarmiento@research.ucla.edu](mailto:Yessenia.sarmiento@research.ucla.edu)<mailto:[Yessenia.sarmiento@research.ucla.edu](mailto:Yessenia.sarmiento@research.ucla.edu)>

\*Proposals are due to OCGA five business days prior to sponsor deadline\*

For OCGA forms, templates, and Commonly Needed Information, please contact:

Helen Kim, Contract & Grant Specialist: (310) 794-9636;  
[helen.kim@research.ucla.edu](mailto:helen.kim@research.ucla.edu)<mailto:[helen.kim@research.ucla.edu](mailto:helen.kim@research.ucla.edu)>

From: Sarmiento, Yessenia  
Sent: Wednesday, December 11, 2019 9:11 AM  
To: Barbra Ann Montesquieu <n3202@lapd.online<mailto:[n3202@lapd.online](mailto:n3202@lapd.online)>>  
Cc: Kim, Helen <[helen.kim@research.ucla.edu](mailto:helen.kim@research.ucla.edu)<mailto:[helen.kim@research.ucla.edu](mailto:helen.kim@research.ucla.edu)>>; ORA PATS Records <[PATSRecords@research.ucla.edu](mailto:PATSRecords@research.ucla.edu)<mailto:[PATSRecords@research.ucla.edu](mailto:PATSRecords@research.ucla.edu)>>; James Aceron <n5254@lapd.online<mailto:[n5254@lapd.online](mailto:n5254@lapd.online)>>; Jeff Brantingham <[pjb@anthro.ucla.edu](mailto:pjb@anthro.ucla.edu)<mailto:[pjb@anthro.ucla.edu](mailto:pjb@anthro.ucla.edu)>>; Yung, Joanne C. <[jyung@ssgs.ucla.edu](mailto:jyung@ssgs.ucla.edu)<mailto:[jyung@ssgs.ucla.edu](mailto:jyung@ssgs.ucla.edu)>>  
Subject: RE: UCLA Brantingham Agreement- PATS No. 20201004

Good morning Barbra and James,

After my discussion with James this morning, I am resending my email below removing the attachments as James advised that he did not receive the email yesterday. The email may have not been received due to the large PDF attachments.

I am aware of your meeting this morning and will re-cap with you both shortly in regards on how to move forward in applying the prime terms and conditions from DOJ.

Speak to you soon.

All the best,

Yessenia Sarmiento, CRA

Contract & Grant Officer

University of California, Los Angeles

Office of Contract & Grant Administration

10889 Wilshire Blvd., Suite 700

Los Angeles, CA 90095-1406

Tel: 310-794-0393

[Yessenia.sarmiento@research.ucla.edu](mailto:Yessenia.sarmiento@research.ucla.edu)<mailto:[Yessenia.sarmiento@research.ucla.edu](mailto:Yessenia.sarmiento@research.ucla.edu)>

\*Proposals are due to OCGA five business days prior to sponsor deadline\*

For OCGA forms, templates, and Commonly Needed Information, please contact:

Helen Kim, Contract & Grant Specialist: (310) 794-9636;  
[helen.kim@research.ucla.edu](mailto:helen.kim@research.ucla.edu)<mailto:[helen.kim@research.ucla.edu](mailto:helen.kim@research.ucla.edu)>

From: Sarmiento, Yessenia  
Sent: Tuesday, December 10, 2019 1:24 PM  
To: Barbra Ann Montesquieu <n3202@lapd.online<mailto:[n3202@lapd.online](mailto:n3202@lapd.online)>>  
Cc: Kim, Helen <[helen.kim@research.ucla.edu](mailto:helen.kim@research.ucla.edu)<mailto:[helen.kim@research.ucla.edu](mailto:helen.kim@research.ucla.edu)>>; ORA PATS Records <[PATSRecords@research.ucla.edu](mailto:PATSRecords@research.ucla.edu)<mailto:[PATSRecords@research.ucla.edu](mailto:PATSRecords@research.ucla.edu)>>; James Aceron

<n5254@lapd.online<mailto:[>>>](mailto:n5254@lapd.online)  
Subject: UCLA Brantingham Agreement- PATS No. 20201004

Hello Barbara,

It was a pleasure speaking to you yesterday. Please find attached the agreement we received for Dr. Brantingham's project.

As discussed, the prime federal sponsor for this award is the Department of Justice (DOJ) which has issued a grant with terms and conditions under the Uniform Guidance (2 CFR Part 200). Please find on the following link a copy for reference of what contains the agreement proposal submitted for this award.  
([The current agreement contains terms and conditions and City Provisions that would apply more to a contractor/vendor who is providing a service under procurement rather than a research partner under a subgrant. The agreement should be revised to only include the terms and conditions applicable to the University as a subgrant under the Uniform Guidance.](https://gcc01.safelinks.protection.outlook.com/?url=http%3A%2F%2Fclkrep.lacity.org%2Fonlinedocs%2F2018%2F18-1219_misc_12-12-2018.pdf&data=02%7C01%7Cn5254%40lapd.online%7Cbafc77a233924d6842bb08d7baf97fd3%7C642fd61c34dd4fd0af8d443576485883%7C0%7C1%7C637183453375143954&reserved=0<https://gcc01.safelinks.protection.outlook.com/?url=http%3A%2F%2Fclkrep.lacity.org%2Fonlinedocs%2F2018%2F18-1219_misc_12-12-2018.pdf&data=02%7C01%7Cn5254%40lapd.online%7Cbafc77a233924d6842bb08d7baf97fd3%7C642fd61c34dd4fd0af8d443576485883%7C0%7C1%7C637183453375143954&reserved=0> )</p></div><div data-bbox=)

We have executed subgrants from the Los Angeles Police Foundation for Dr. Brantingham's projects that contain favorable terms and conditions and were also funded by the same prime federal sponsor (DOJ). I can provide a retracted copy of the agreement for reference if needed. We can also schedule a call to further discuss how to move forward in revising the agreement accordingly.

If you have any questions, please do not hesitate to contact me.

All the best,

Yessenia Sarmiento, CRA

Contract & Grant Officer  
University of California, Los Angeles  
Office of Contract & Grant Administration  
10889 Wilshire Blvd., Suite 700  
Los Angeles, CA 90095-1406  
Tel: 310-794-0393

[Yessenia.sarmiento@research.ucla.edu](mailto:Yessenia.sarmiento@research.ucla.edu)<mailto:[Yessenia.sarmiento@research.ucla.edu](mailto:Yessenia.sarmiento@research.ucla.edu)>

\*Proposals are due to OCGA five business days prior to sponsor deadline\*

For OCGA forms, templates, and Commonly Needed Information, please contact:

Helen Kim, Contract & Grant Specialist: (310) 794-9636;  
[helen.kim@research.ucla.edu](mailto:helen.kim@research.ucla.edu)<mailto:[helen.kim@research.ucla.edu](mailto:helen.kim@research.ucla.edu)>

--

Barak Vaughn, Esq.  
Deputy City Attorney  
Economic Development Division  
200 North Main Street, 9th Floor  
Los Angeles, CA 90012  
(213) 978-7744

[REDACTED]  
[barak.vaughn@lacity.org](mailto:barak.vaughn@lacity.org)

\*\*\*\*\*Confidentiality Notice \*\*\*\*\*  
This electronic message transmission contains information

from the Office of the Los Angeles City Attorney, which may be confidential or protected by the attorney-client privilege and/or the work product doctrine. If you are not the intended recipient, be aware that any disclosure, copying, distribution or use of the content of this information is prohibited. If you have received this communication in error, please notify us immediately by e-mail and delete the original message and any attachments without reading or saving in any manner.

\*\*\*\*\*

\*\*\*\*\*Confidentiality Notice \*\*\*\*\*

This electronic message transmission contains information from the Office of the Los Angeles City Attorney, which may be confidential or protected by the attorney-client privilege and/or the work product doctrine. If you are not the intended recipient, be aware that any disclosure, copying, distribution or use of the content of this information is prohibited. If you have received this communication in error, please notify us immediately by e-mail and delete the original message and any attachments without reading or saving in any manner.

\*\*\*\*\*

--  
Barak Vaughn, Esq.  
Deputy City Attorney  
Economic Development Division  
200 North Main Street, 9th Floor  
Los Angeles, CA 90012  
(213) 978-7744  


[barak.vaughn@lacity.org](mailto:barak.vaughn@lacity.org)

\*\*\*\*\*Confidentiality Notice \*\*\*\*\*

This electronic message transmission contains information from the Office of the Los Angeles City Attorney, which may be confidential or protected by the attorney-client privilege and/or the work product doctrine. If you are not the intended recipient, be aware that any disclosure, copying, distribution or use of the content of this information is prohibited. If you have received this communication in error, please notify us immediately by e-mail and delete the original message and any attachments without reading or saving in any manner.

\*\*\*\*\*

---

**From:** Michel Moore  
**Sent:** Monday, April 27, 2020 5:28 PM  
**To:** Jeff Brantingham  
**Cc:** Dominic Choi;Craig Uchida  
**Subject:** Re: Peer reviewed paper on COVID-19 & Crime in LA and Indianapolis accepted for publication

Jeff

Congratulations on the peer review. Thank you for giving us this opportunity

On Apr 27, 2020, at 5:10 PM, Jeff Brantingham <branting@ucla.edu> wrote:

**ATTENTION:** This email originated outside of LAPD. Please use caution when clicking on hyperlinks or opening attachments if you are unfamiliar with the sender.

Dear Chief Moore:

I wanted to let you know that the paper on the impact of social distancing and crime was accepted for publication in the Journal of Criminal Justice. To the best of our knowledge this will be the first peer reviewed journal paper on the subject world-wide.

While we are waiting on UCLA and the City to hash out the details of an NDA, we were thankfully able to use the public data posted on the LA open data portal to complete the analyses.

A preprint of the paper is attached. The punchlines for LA are:

1. Calls-for-service: Burglary, robbery and traffic stops significantly DOWN; Domestic violence calls significantly UP by about 13-14 calls per day.
2. Reported crime: Robbery significantly down, GTA significantly up.
3. Demand surrounding most CFS and reported crime is largely "business as usual" for LAPD. There is some movement in other call and crime types, but it is mostly not statistically significant.
4. There is much more change in LA than Indianapolis, suggesting that people in LA have shifted their routines more than in Indianapolis. Indianapolis is even more so "business as usual".

This paper may attract some press attention, especially since it has been peer reviewed. We expected the domestic violence findings and the lack of major changes in other call and crime types to attract the most attention.

LAPD is thanked in acknowledgements section at the end of the paper.

I hope that you are well.

Sincerely,  
Jeff Brantingham

<MohlerEtAl-JCJ-InPress-SocialDistancingCrime.pdf>

---

**From:** Jeff Brantingham <branting@ucla.edu>  
**Sent:** Monday, April 27, 2020 5:10 PM  
**To:** Michel Moore  
**Cc:** Dominic Choi; Craig Uchida  
**Subject:** Peer reviewed paper on COVID-19 & Crime in LA and Indianapolis accepted for publication  
**Attachments:** MohlerEtAl-JCJ-InPress-SocialDistancingCrime.pdf

---

**ATTENTION:** This email originated outside of LAPD. Please use caution when clicking on hyperlinks or opening attachments if you are unfamiliar with the sender.

---

Dear Chief Moore:

I wanted to let you know that the paper on the impact of social distancing and crime was accepted for publication in the Journal of Criminal Justice. To the best of our knowledge this will be the first peer reviewed journal paper on the subject world-wide.

While we are waiting on UCLA and the City to hash out the details of an NDA, we were thankfully able to use the public data posted on the LA open data portal to complete the analyses.

A preprint of the paper is attached. The punchlines for LA are:

1. Calls-for-service: Burglary, robbery and traffic stops significantly DOWN; Domestic violence calls significantly UP by about 13-14 calls per day.
2. Reported crime: Robbery significantly down, GTA significantly up.
3. Demand surrounding most CFS and reported crime is largely "business as usual" for LAPD. There is some movement in other call and crime types, but it is mostly not statistically significant.
4. There is much more change in LA than Indianapolis, suggesting that people in LA have shifted their routines more than in Indianapolis. Indianapolis is even more so "business as usual".

This paper may attract some press attention, especially since it has been peer reviewed. We expected the domestic violence findings and the lack of major changes in other call and crime types to attract the most attention.

LAPD is thanked in acknowledgements section at the end of the paper.

I hope that you are well.

Sincerely,  
Jeff Brantingham

# Impact of social distancing during COVID-19 pandemic on crime in Los Angeles and Indianapolis

George Mohler<sup>1</sup>, Andrea L. Bertozzi<sup>2</sup>, Jeremy Carter<sup>1</sup>, Martin B. Short<sup>3</sup>, Daniel Sledge<sup>4</sup>, George E. Tita<sup>5</sup>, Craig D. Uchida<sup>6</sup>, and P. Jeffrey Brantingham<sup>2,\*</sup>

<sup>1</sup>Indiana University - Purdue University Indianapolis

<sup>2</sup>University of California Los Angeles

<sup>3</sup>Georgia Institute of Technology

<sup>4</sup>University of Texas Arlington

<sup>5</sup>University of California Irvine

<sup>6</sup>Justice and Security Strategies

\*correspondance should be addressed to gmoehler@iupui.edu or carterjg@iupui.edu

## ABSTRACT

Governments have implemented social distancing measures to address the ongoing COVID-19 pandemic. The measures include instructions that individuals maintain social distance when in public, school closures, limitations on gatherings and business operations, and instructions to remain at home. Social distancing may have an impact on the volume and distribution of crime. Crimes such as residential burglary may decrease as a byproduct of increased guardianship over personal space and property. Crimes such as domestic violence may increase because of extended periods of contact between potential offenders and victims. Understanding the impact of social distancing on crime is critical for ensuring the safety of police and government capacity to deal with the evolving crisis. Understanding how social distancing policies impact crime may also provide insights into whether people are complying with public health measures. Examination of the most recently available data from both Los Angeles, CA, and Indianapolis, IN, shows that social distancing has had a statistically significant impact on a few specific crime types. However, the overall effect is notably less than might be expected given the scale of the disruption to social and economic life.

## Introduction

In response to the ongoing COVID-19 pandemic, governments across the United States have implemented social distancing regulations with varying degrees of stringency. Social distancing is a long-established public health tool, which seeks to reduce opportunities for an infectious agent to spread among individuals and to reduce the overall speed of transmission.<sup>1,2</sup> Social distancing measures include instructions that individuals maintain a distance from one another when in public, limitations on gatherings, limitations on the operation of businesses, and instructions to remain at home. Rapid implementation of comprehensive social distancing is particularly important the more infectious the disease<sup>3,4</sup>.

Individuals, however, may prove resistant to social distancing orders. Because the benefits of social distancing accrue to the community at large, individuals have weak incentives to pay the costs (including economic strain, inconveniences to everyday life, and emotional effects among others) themselves<sup>5</sup>. In addition, individuals are typically bad at estimating the risks of disease transmission, and may be influenced by mixed messaging emanating from different levels of government and misleading information from sources such as the internet. In a notable public display of these tendencies, California residents congregated on beaches over the weekend of March 21-22, 2020, despite the state's comprehensive "stay at home" order.<sup>6</sup>.

Where fully implemented, social distancing measures create a variety of secondary impacts beyond the disruption of disease transmission. Importantly, there are strong reasons to expect that social distancing will alter both the volume and distribution of crime and disorder. This expectation flows from two fundamental principles of crime pattern formation<sup>7</sup>. First, crimes can only occur where motivated offenders encounter suitable targets in the absence of capable guardians that would otherwise disrupt the crime. Second, people going about their normal daily routines are sufficient to generate the physical conditions for most crime incidents. Social distancing measures on the scale presently being imposed throughout much of the United States should drive a massive disruption of daily routines, significantly altering and disrupting the material conditions under which crime may occur.

Under an effective social distancing regime, we expect that 1) the impact on crime will be significant and 2) that the nature of the impact will vary by the type of crime. Residential burglars, for instance, rely on homes being empty during the day while individuals are at work or school<sup>8</sup>. As a result, a large-scale "shelter in place" order should remove most residential targets from consideration. Residential burglary should fall precipitously under these conditions. The same order, however,

could increase the volume of domestic or intimate partner violence, which thrives behind closed doors. Potential victims and offenders are limited in their ability to separate, while coping with burdens of social distancing on daily lives may generate additional stress among family and partners<sup>9</sup>.

Crime patterns may also provide valuable insights into whether individuals and communities are meaningfully complying with critical public health measures. Wide-spread non-compliance, for instance, may result in crime patterns that remain stable despite changes in government policy.

Law enforcement may be pulled in different directions based on how crime patterns are impacted by social distancing measures. While a reduction in residential burglaries may free up time, an increase in other crimes may rapidly fill that void. If the crimes that increase under social distancing are more challenging to deal with and more harmful, then the response capacity of police departments and local governments may be compromised. Stable patterns of crime despite the imposition of new measures, meanwhile, may suggest the need to devote resources towards the enforcement of social distancing. Understanding how crime patterns are being impacted by new measures, as a result, is critical to managing the current crisis and planning for the future.

Here we examine patterns in police calls-for-service over the course of the unfolding pandemic. We contrast Indianapolis, IN, where a “shelter in place” order was put in place effective March 24, 2020, and Los Angeles, CA, where both state-wide and local orders were implemented starting March 20, 2020. School, restaurant and bar closures were ordered in both Indianapolis and Los Angeles as of March 16, 2020.

## Methods

We analyze daily counts of calls for service in Los Angeles from January 2, 2020 to April 18, 2020 and in Indianapolis, Indiana from January 2, 2020 through April 21, 2020. We test for differences in means from a baseline period, defined to be the time period prior to school, restaurant and bar closings (January 2 to March 16, 2020). The treatment time period is defined to be after “shelter in place” orders were given: March 20, 2020 to April 18, 2020 in Los Angeles, and March 24, 2020 to April 21, 2020 in Indianapolis. In our first analysis we exclude the time period between school closings and shelter in place (March 16 to March 20 in Los Angeles, March 16 to March 24 in Indianapolis) in order to compare full social distancing effects (post stay-at-home orders) to a baseline with no social distancing measures yet implemented.

To test for a difference in means we run regressions for each incident type  $i$  of the form,

$$y_t^i = c_0^i + c_1^i 1\{t > t_{sh}\} + \sum_j w_j^i 1\{dw(t) = j\} + \sum_k m_k^i 1\{wm(t) = k\} + \varepsilon. \quad (1)$$

Here  $y_t^i$  is the number of calls for service of type  $i$  on day  $t$  and  $1\{t > t_{sh}\}$  is an indicator for the treatment period after the stay-at-home order. We control for seasonal effects in the regression, letting  $1\{dw(t) = j\}$  be an indicator variable for the day of the week  $dw(t) = j$  and  $1\{wm(t) = k\}$  be an indicator variable for week of the month,  $wm(t) = k$ .

Because adherence to stay-at-home orders may be delayed and/or vary by location and date, we also run a second regression using daily Google residential mobility indices<sup>10</sup> of the form,

$$y_t^i = c_0^i + g^i x_t + \sum_j w_j^i 1\{dw(t) = j\} + \varepsilon. \quad (2)$$

Here  $x_t$  is the Google residential mobility index on day  $t$  and  $g^i$  is the coefficient of the mobility index for crime category  $i$ . The Google mobility indices are defined at the county level and are based on anonymized cell phone location history, normalized by a baseline level of activity. While other mobility index types are available (see Figure 3), they are highly correlated with residential mobility. Reports are published in PDF-form by Google, which are then parsed using an open source python tool<sup>11</sup>. We present these results in the Discussion as a cross-check for our main analyses.

We then apply the same regression methodologies to verified crime reports from Los Angeles and Indianapolis. We shorten the observation period to January 2, 2020 - April 10, 2020 in Los Angeles and January 2, 2020 - April 18, 2020 in Indianapolis to account for reporting lag in the last three days of each dataset.

## Results

In Figure 1 we display trends in the volume of calls-for-service from January 2, 2020 to April 21, 2020 and in Table 1 we include p-values for a change in means across the two time periods (pre- school closings and post- stay at home orders). Social distancing should increase guardianship of residential properties, and remove people from public settings where they are more vulnerable to certain violent crimes. Burglary calls were statistically lower in Los Angeles after shelter in place, even with a conservative adjustment for comparisons of  $m = 12$  different calls-for-service models (i.e.,  $\bar{\alpha} = \alpha_{.05}/m = 0.0042$ )<sup>12</sup>. Burglary

type	city	intercept	$c_1^j 1\{t > t_{sh}\}$	st. err.	p val.
burglary	Los Angeles	101.9604	<b>-19.2569↓</b>	2.6645	<b>&lt;0.0001*</b>
burglary	Indianapolis	20.3382	-2.4129	1.3392	0.0749
robbery	Los Angeles	37.8371	<b>-4.9570↓</b>	1.4449	<b>0.0009*</b>
robbery	Indianapolis	5.9317	<b>-2.0013↓</b>	0.7333	<b>0.0076</b>
assault-battery	Los Angeles	189.2834	-2.5879	3.7693	0.4941
assault-battery	Indianapolis	10.1304	-0.0026	0.6651	0.9969
vehicle theft	Los Angeles	29.4776	<b>4.4446↑</b>	1.5796	<b>0.0060</b>
vehicle theft	Indianapolis	18.6877	0.3703	1.0921	0.7354
domestic violence	Los Angeles	114.5681	<b>13.1684↑</b>	2.7466	<b>&lt;0.0001*</b>
domestic violence	Indianapolis	87.4505	<b>13.7113↑</b>	2.3046	<b>&lt;0.0001*</b>
vandalism	Los Angeles	51.3657	-2.9531	1.6179	0.0712
vandalism	Indianapolis	23.0774	2.7723	1.4629	0.0613
traffic stops	Los Angeles	326.3560	<b>-190.8056↓</b>	18.1511	<b>&lt;0.0001*</b>
traffic stops	Indianapolis	252.7118	<b>-231.1052↓</b>	12.6032	<b>&lt;0.0001*</b>

**Table 1.** Regression of daily calls for service rate against stay-at-home order indicator (controlling for day of the week and week of the month effects). \* Significant after conservative Bonferroni correction with critical value  $\bar{\alpha} = 0.0042$ .

calls were lower in Indianapolis after the stay at home order, but the change is not statistically significant. Robbery calls were significantly down in Los Angeles, but only marginally so in Indianapolis when accounting for multiple comparisons. Assault/battery calls were statistically unchanged in both locations.

Domestic violence, on the other hand, is expected to increase following social distancing due to increased opportunity for conflict in the home. Both Los Angeles and Indianapolis saw a significant increases in domestic violence calls (Figure 1, Table 1).

Finally, we analyze event call categories for which the impact of social distancing is ambiguous from the perspective of routine activities theory. Social distancing and shelter in place may increase local guardianship near the home, but also change the distribution of targets in ways that encourage offending. Here we found that calls related to vehicle theft are marginally higher in Los Angeles, but are unchanged in Indianapolis. Vandalism calls moved in opposite directions in Los Angeles (lower) and Indianapolis (higher), but both outcomes are not significant after correcting for multiple model comparisons.

Traffic stops are a type of officer-initiated call. In Indianapolis traffic stops were significantly down after school closings and remained lower after shelter in place (see Figure 2). Traffic stops are also significantly lower in Los Angeles following the stay at home order. Reduced traffic stops could be partially explained by the overall reduction in traffic flow due to people complying with shelter in place orders. In Indianapolis, patrol officers have also been instructed to exercise discretion in conducting traffic stops to mitigate less than necessary social contact. In Los Angeles, no such directive was issued, but individual discretionary choice by officers may be at play.

Comparable patterns were also observed for reported crime. Reported crime derives predominantly from calls to the police by the public<sup>13</sup>, but includes some amount of investigative validation by officers in the field. Reported burglary was statistically unchanged in Los Angeles and Indianapolis after shelter in place, when adjusting for comparison among multiple models (i.e.,  $\bar{\alpha} = \alpha_{.05}/8 = 0.00625$ ) (Table 2). Reported robbery was significantly down in Los Angeles, but not in Indianapolis. Reported aggravated assault was statistically unchanged in both Los Angeles and Indianapolis after shelter in place. Domestic violence makes up a portion of the reported aggravated assaults, but we are unable to distinguish these events in the reported crime data. However, we note that the significant increases in domestic violence calls-for-service were not enough to drive changes in reported aggravated assaults overall. Reported vehicle thefts were significantly higher in Los Angeles, but unchanged in Indianapolis.

## Discussion

Our results suggest that social distancing and shelter in place has had some impact on crime and disorder, but only for a restricted collection of crime types and not consistently across places. A recent study<sup>14</sup> found crime rates to be marginally lower in Los Angeles. Burglary does show some signs of being down, but primarily based on lower calls-for-service in Los Angeles. Robbery calls and reported crimes were also down in Los Angeles. Vehicle crimes show some signs of being up, but again primarily based on calls-for-service in Los Angeles. The most robust patterns to emerge, in both Los Angeles and Indianapolis, were a substantial decrease in traffic stops and a substantial increase in domestic violence calls-for-service. However, the

type	city	intercept	$c_1^i 1\{t > t_{sh}\}$	st. err.	p val.
burglary	Los Angeles	31.3575	<b>-3.8629↓</b>	1.6233	<b>0.0196</b>
burglary	Indianapolis	8.5156	<b>-2.0902↓</b>	0.8204	<b>0.0126</b>
robbery	Los Angeles	24.2496	<b>-6.2263↓</b>	1.3106	<b>&lt;0.0001*</b>
robbery	Indianapolis	5.1276	-1.1650	0.6174	0.0626
agg. assault	Los Angeles	40.5362	<b>-4.2857↓</b>	1.8260	<b>0.0213</b>
agg. assault	Indianapolis	4.5379	0.9548	0.5051	0.0622
vehicle theft	Los Angeles	46.7980	<b>6.4768↑</b>	1.9476	<b>0.0013*</b>
vehicle theft	Indianapolis	11.0390	-0.6564	0.8536	0.4440

**Table 2.** Regression of verified crime report rate against stay-at-home order indicator (controlling for day of the week and week of the month effects). \* Significant after conservative Bonferroni correction with critical value  $\bar{\alpha} = 0.00625$ .

type	city	intercept	res. mob. coef.	p	$\Delta y$
burglary	Los Angeles	100.5896	<b>-0.8875</b>	<b>&lt;0.0001*</b>	<b>-19.2740</b>
burglary	Indianapolis	18.8282	-0.1310	0.1927	-2.3061
robbery	Los Angeles	38.1009	-0.0680	0.4330	-1.4759
robbery	Indianapolis	5.3363	0.0112	0.7278	0.1970
assault-battery	Los Angeles	193.5346	<b>-0.3977</b>	<b>0.0471</b>	<b>-8.6362</b>
assault-battery	Indianapolis	10.3443	0.0089	0.8383	0.1563
vehicle theft	Los Angeles	25.3955	<b>0.3005</b>	<b>0.0009*</b>	<b>6.5268</b>
vehicle theft	Indianapolis	19.3494	0.0797	0.3906	1.4022
domestic violence	Los Angeles	116.5062	<b>0.6239</b>	<b>0.0002*</b>	<b>13.5495</b>
domestic violence	Indianapolis	88.5106	<b>0.8643</b>	<b>&lt;0.0001*</b>	<b>15.2112</b>
vandalism	Los Angeles	53.4743	<b>-0.4069</b>	<b>0.0001*</b>	<b>-8.8368</b>
vandalism	Indianapolis	19.9270	0.1657	0.3166	2.9156
traffic stops	Los Angeles	335.0749	<b>-9.7213</b>	<b>&lt;.0001</b>	<b>-211.1285</b>
traffic stops	Indianapolis	203.3891	<b>-12.8343</b>	<b>&lt;.0001</b>	<b>-225.8672</b>

**Table 3.** Coefficients (and p-values) of daily calls for service rate regressed against Google daily residential mobility index (controlling for day of the week). Expected call rate change  $\Delta y$  after stay-at-home order computed by multiplying the estimated coefficient of residential mobility by the average residential mobility index post stay-at-home minus the average pre- school closing. \* Significant after conservative Bonferroni correction with critical value  $\bar{\alpha} = 0.0042$ .

type	city	intercept	res. mob. coef.	p	$\Delta y$
burglary	Los Angeles	32.2002	<b>-0.2071</b>	<b>0.0106</b>	<b>-4.4614</b>
burglary	Indianapolis	9.0286	-0.0444	0.4237	-0.7818
robbery	Los Angeles	23.0183	<b>-0.1990</b>	<b>0.0040*</b>	<b>-4.2866</b>
robbery	Indianapolis	4.9948	0.0377	0.2481	0.6566
agg. assault	Los Angeles	43.2014	<b>-0.2787</b>	<b>0.0025 *</b>	<b>-6.0034</b>
agg. assault	Indianapolis	4.2007	<b>0.1227</b>	<b>0.0013 *</b>	<b>2.1518</b>
vehicle theft	Los Angeles	43.6541	<b>0.3172</b>	<b>0.0045 *</b>	<b>6.8325</b>
vehicle theft	Indianapolis	11.6931	0.0165	0.7923	0.2897

**Table 4.** Coefficients (and p-values) of daily verified crime report rate regressed against Google daily residential mobility index (controlling for day of the week). Expected crime report rate change  $\Delta y$  after stay-at-home order computed by multiplying the estimated coefficient of residential mobility by the average residential mobility index post stay-at-home minus the average pre- school closing. \* Significant after conservative Bonferroni correction with critical value  $\bar{\alpha} = 0.00625$ .

increase in domestic violence calls did not appear to seriously impact reported aggravated assaults. We note that not all domestic violence calls are assaults involving aggravating circumstances. Many such calls prove to be domestic disturbances without violence<sup>15</sup>. This finding also has implications for officer safety. Incidents of domestic violence present one of the riskiest incidents for officer injury<sup>16,17</sup> and also use of force<sup>15</sup>. Thus, agencies should consider mechanisms to reinforce training of how to effectively and safely respond to domestic violence calls for service in light of social distancing.

The marginal decline in residential burglaries, marginal increase in auto thefts, and increase in domestic violence calls, points to shifts in crime patterns to which police departments will necessarily have to respond. These shifts, however, are perhaps less substantial than might be expected from the wholesale disruption of social and economic life brought on by COVID-19. Despite the imposition of broad social distancing regulations, our findings suggest that the routines of daily life that help to generate crime remain unchanged in most ways. Social distancing policies have had an important, but less than complete, impact on day-to-day life.

This conclusion is reinforced when we examine calls-for-service and reported crime volume against Google mobility data. Figure 3 shows activity distributions derived from device location information and known or inferred location types. In Los Angeles and Indianapolis, routine activities begin to change approximately 8–10 days before shelter in place orders. The data show a definite shift towards activity concentrated in and around peoples homes. Burglary and vandalism calls were significantly lower in Los Angeles as a function of the shift in activity to the home, taking into account multiple model comparisons (Table 3). Vehicle theft calls increased significantly in Los Angeles. Domestic violence calls increased significantly as a function of the activity shift in both Los Angeles and Indianapolis. The results for reported crime are very similar. Burglary and robbery events were down and vehicle thefts up in Los Angeles, while the effects on aggravated assaults were in opposite directions (Table 4). However, as many call and crime categories were not significantly altered as a function of the shift in routine activities. This is particularly true in Indianapolis, but also for certain crime types in Los Angles. It is worth noting that the practical differences in volume of calls per day are quite small. With the exception of burglary calls in Los Angeles ( $\Delta y = -19.27$ ) and domestic violence calls in both Los Angeles and Indianapolis ( $\Delta y = 13.55$  and  $\Delta y = 15.22$ , respectively), no other call or crime type experienced a change in volume of more than 8.8 events per day. In cities the size of Los Angeles ( $\approx 4$  mil) and Indianapolis ( $\approx 0.8$  mil), these are small differences in day-to-day crime and disorder. Overall, in spite of apparent changes to routine activities, people were still finding opportunities to commit crimes at approximately the same level as before the crisis.

Moving forward, calls-for-service and crime numbers can be compared with local data on new infections. Where individuals and communities avoid complying with existing social distancing measures, governments may consider alternative approaches. In some instances, police departments may find themselves engaged in more direct enforcement of limitations on social and economic activity. Meanwhile, as some jurisdictions consider relaxing social distancing measures, police departments may again face a changing crime environment.

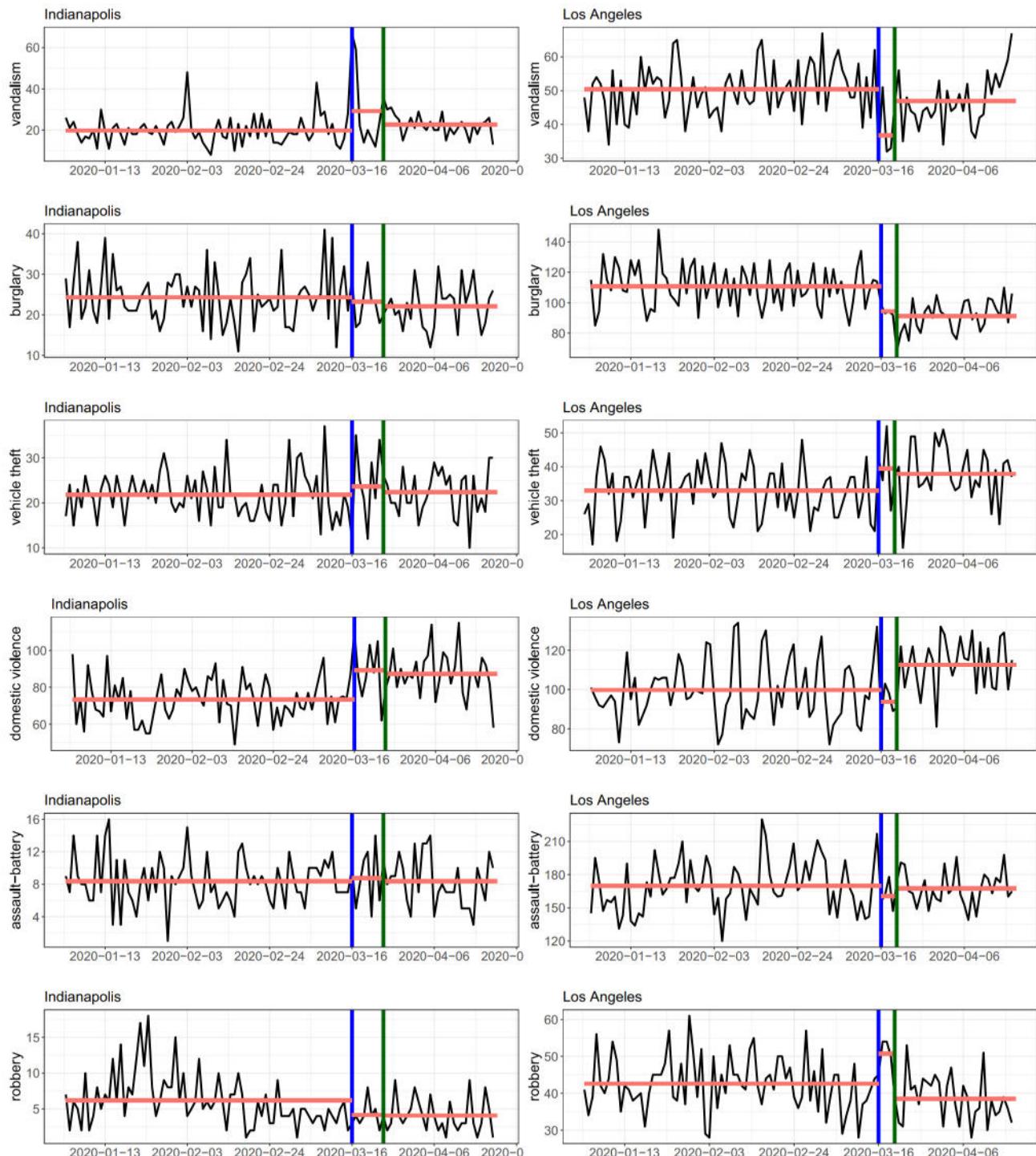
Finally, we note several limitations of the present study. First, the results presented here are specific to Los Angeles and Indianapolis and may not generalize to other cities in the U.S. Second, though calls for service remain relatively stable during pre- and post-social distancing temporal periods examined here, we are not able to determine if social distancing influences whether individuals are more or less likely to report incidents of crime. However, despite domestic violence having been one of the crimes least reported to the police, with approximately half of all domestic victimization being unreported<sup>18</sup>, our results indicate that calls concerning domestic violence significantly increased in both Indianapolis and Los Angeles. Furthermore, police departments across the country have undertaken both innovative and dramatic changes to reinforce available patrol resources in response to crime. Officers who contract COVID-19, had traveled leading up to the social distancing time period, or must accommodate children home from school, generate a reduced workforce for agencies. For example, the Police Executive Research Forum provides daily updates on its website that highlight contingency plans from agencies across the country. These strategies range from having officers work single-vehicle patrols and modified shift assignments, to reassigning detectives and investigative personnel to patrol duties. Specific to the locations of study, informal discussions between the authors, Los Angeles, and Indianapolis police departments suggests both agencies are responding to calls for service at levels consistent to pre-social distancing. In sum, we do not believe that possible under-reporting of crime or a reduced capacity to respond to calls for service have influenced the findings presented. Future scholarly inquiries in this area should focus on informing these limitations as additional data become available.

## Acknowledgments

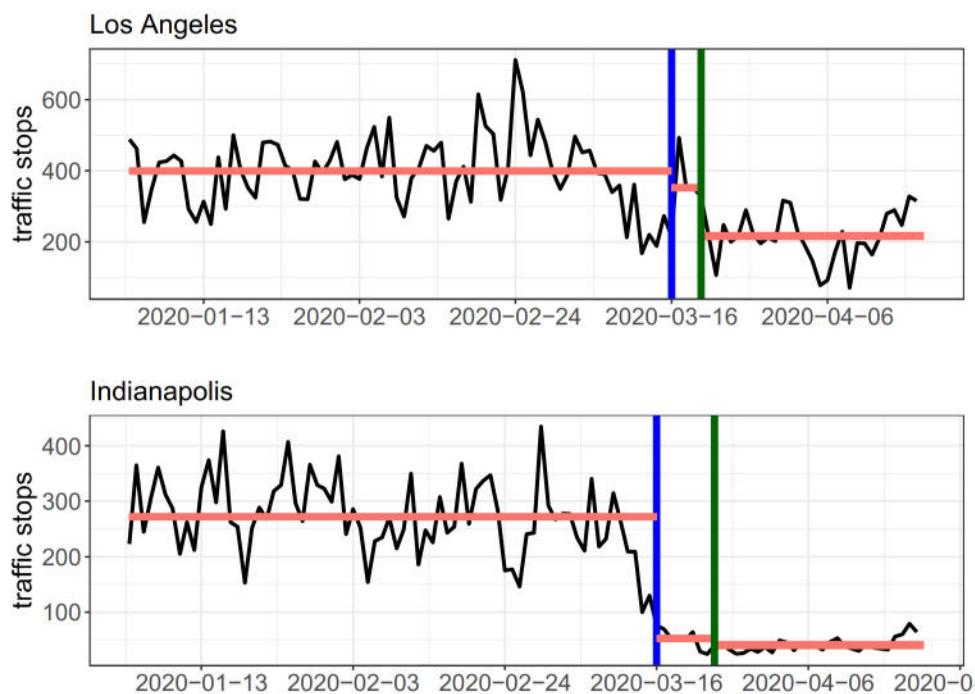
We would like to thank the Indianapolis Police Department and Los Angeles Police Department for their support in providing data and contextual understanding of events during this pandemic. Special thanks at IMPD to Chief Taylor and Deputy Chief Adams. Special thanks to LAPD Chief Michel Moore, the LAPD Senior Command Staff, Captain Vernon, Ms. Turner, Mr. Stolarov, and Mr. Dodge. This research was supported by NSF grants SCC-1737585, ATD-1737996, ATD-1737925, ATD-1737770 and DMS-2027438, Simons Foundation Math + X award 510776, and ARO MURI grant W911NF1810208. Authors PJB and GM serve on the board of PredPol.

## References

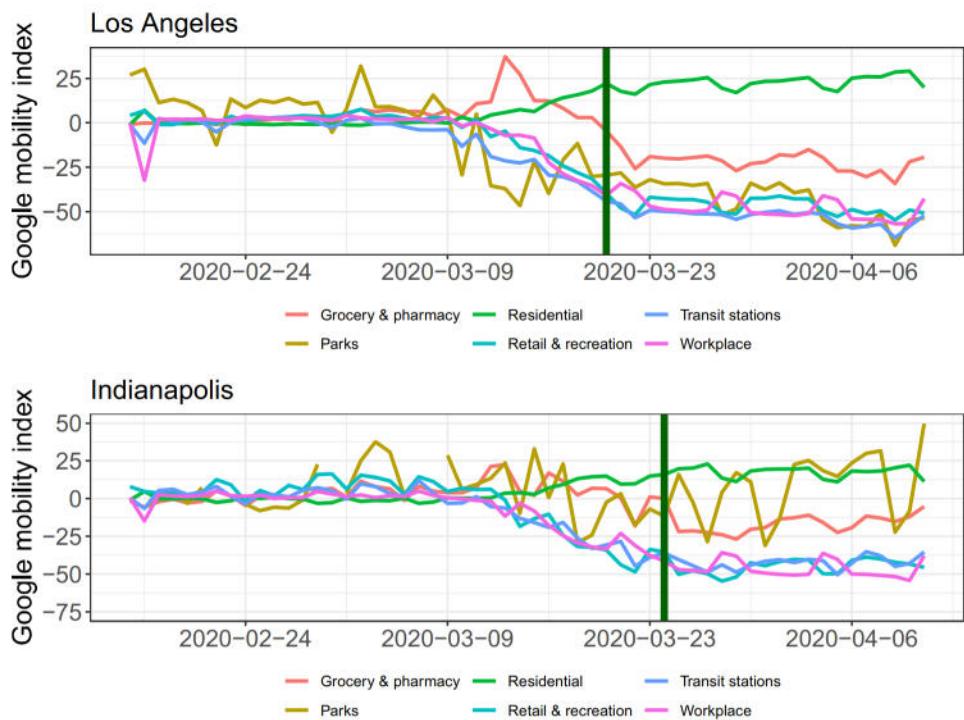
1. Caley, P., Philp, D. J. & McCracken, K. Quantifying social distancing arising from pandemic influenza. *J. Royal Soc. Interface* **5**, 631–639 (2008).
2. Hatchett, R. J., Mecher, C. E. & Lipsitch, M. Public health interventions and epidemic intensity during the 1918 influenza pandemic. *Proc. Natl. Acad. Sci.* **104**, 7582–7587 (2007).
3. Bootsma, M. C. J. & Ferguson, N. M. The effect of public health measures on the 1918 influenza pandemic in U.S. cities. *Proc. Natl. Acad. Sci.* **104**, 7588–7593, DOI: [10.1073/pnas.0611071104](https://doi.org/10.1073/pnas.0611071104) (2007). <https://www.pnas.org/content/104/18/7588.full.pdf>.
4. Kelso, J. K., Milne, G. J. & Kelly, H. Simulation suggests that rapid activation of social distancing can arrest epidemic development due to a novel strain of influenza. *BMC public health* **9**, 117 (2009).
5. Reluga, T. C. Game theory of social distancing in response to an epidemic. *PLoS computational biology* **6** (2010).
6. Reyes-Velarde, A., Vives, R. & Newberry, L. ‘this is serious.’ Garcetti scolds L.A. for not staying home as coronavirus spreads. *Los Angeles Times* (2020).
7. Cohen, L. E. & Felson, M. Social change and crime rate trends: A routine activity approach. *Am Sociol Rev* **44**, DOI: [10.2307/2094589](https://doi.org/10.2307/2094589) (1979).
8. Nee, C. & Taylor, M. Examining burglars’ target selection: Interview, experiment or ethnomethodology? *Psychol. Crime & Law* **6**, 45–59 (2000).
9. DeLuca, S., Coleman, J., Papageorge, N., Mitchell, B. & Kalish, E. The unequal cost of social distancing (2020). <https://coronavirus.jhu.edu/from-our-experts/the-unequal-cost-of-social-distancing>.
10. Google covid-19 community mobility reports. <https://www.google.com/covid19/mobility/>.
11. <https://github.com/datasciencecampus/mobility-report-data-extractor>.
12. Bonferroni, C. E., Bonferroni, C. & Bonferroni, C. Teoria statistica delle classi e calcolo delle probabilità’. (1936).
13. Klinger, D. A. & Bridges, G. S. Measurement error in calls-for-service as an indicator of crime. *Criminology* **35**, 705–726, DOI: [10.1111/j.1745-9125.1997.tb01236.x](https://doi.org/10.1111/j.1745-9125.1997.tb01236.x) (1997).
14. Campedelli, G. M., Aziani, A. & Favarin, S. Exploring the effect of 2019-nCoV containment policies on crime: The case of los angeles. DOI: [10.31219/osf.io/gcpq8](https://doi.org/10.31219/osf.io/gcpq8) (2020).
15. MacDonald, J. M., Manz, P. W., Alpert, G. P. & Dunham, R. G. Police use of force: examining the relationship between calls for service and the balance of police force and suspect resistance. *J. Crim. Justice* **31**, 119–127, DOI: [https://doi.org/10.1016/S0047-2352\(02\)00219-2](https://doi.org/10.1016/S0047-2352(02)00219-2) (2003).
16. Johnson, R. R. Officer firearms assaults at domestic violence calls: a descriptive analysis. *The Police J.* **81**, 25–45 (2008).
17. Johnson, R. R. Predicting officer physical assaults at domestic assault calls. *J. Fam. Violence* **26**, 163–169 (2011).
18. Reaves, B. A. *Police response to domestic violence, 2006-2015* (US Department of Justice, Office of Justice Programs, Bureau of Justice . . ., 2017).



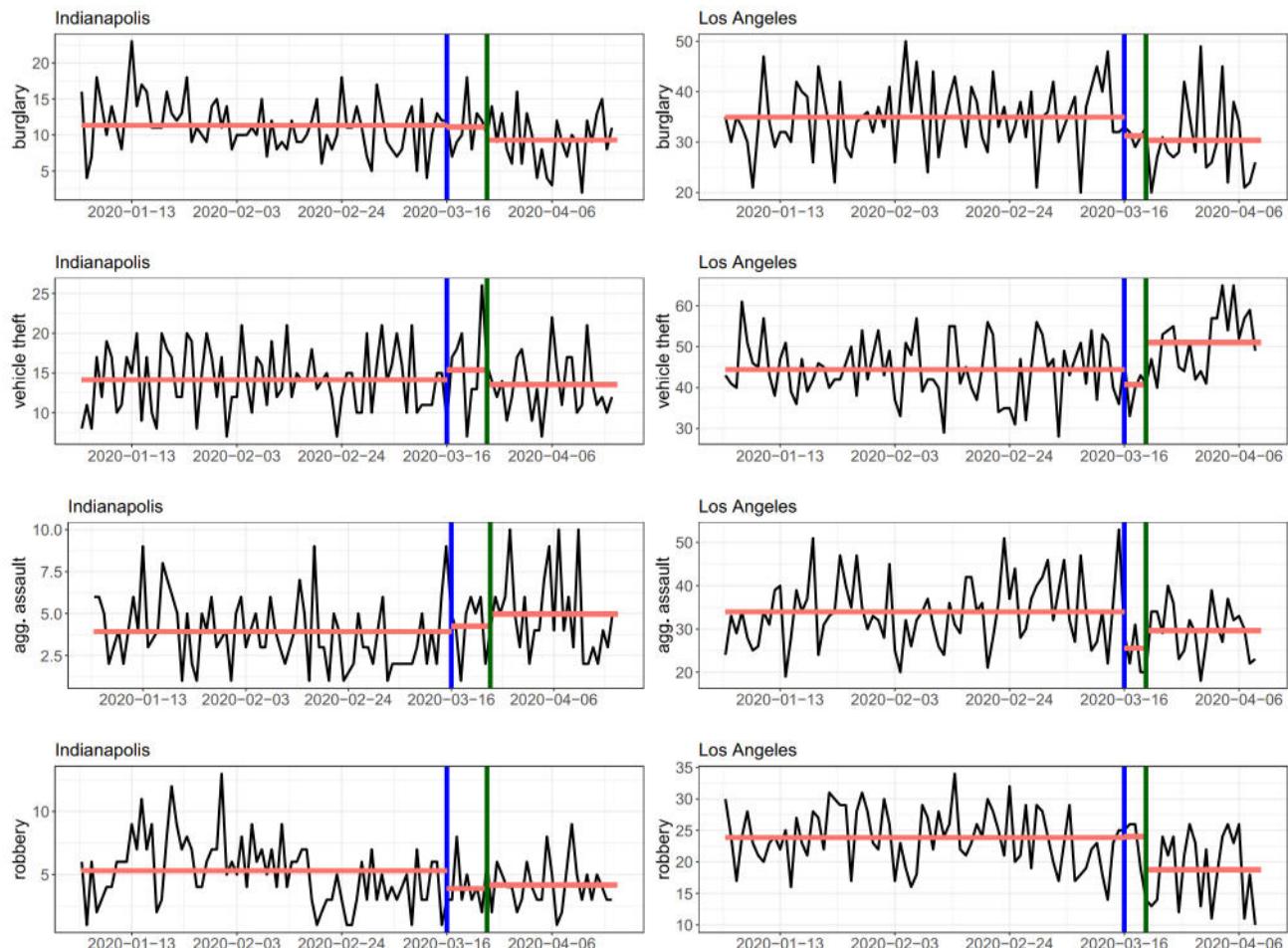
**Figure 1.** Time series of calls for service per day (black) along with mean calls per day (red line) over each of the three time periods. Blue vertical line indicates the date schools, restaurants and bars closed and green vertical line indicates the date of the shelter in place order.



**Figure 2.** Time series of traffic stops per day (black) along with mean calls per day (red line) over each of the three time periods. Blue vertical line indicates the date schools, restaurants and bars closed and green vertical line indicates the date of the shelter in place order.



**Figure 3.** Google mobility indices over time in Los Angeles County and Marion County (Indianapolis). Stay at home order date is indicated with green vertical line. Park mobility index in Indianapolis higher than 50 (prior to March 9) not shown.



**Figure 4.** Time series of verified crime reports per day (black) along with mean calls per day (red line) over each of the three time periods. Blue vertical line indicates the date schools, restaurants and bars closed and green vertical line indicates the date of the shelter in place order.

---

**From:** Jeff Brantingham <branting@ucla.edu>  
**Sent:** Friday, April 24, 2020 10:49 AM  
**To:** Monique Turner  
**Cc:** Christopher Dodge;Sanjoy Datta;Howard Tien;Jeffrey Jantz  
**Subject:** Re: Fw: Authorizing someone in ITG to talk about public data problems

**ATTENTION:** This email originated outside of LAPD. Please use caution when clicking on hyperlinks or opening attachments if you are unfamiliar with the sender.

Thanks, everybody. We'll look at the new data. Hope everybody is staying safe. Jeff

On Fri, Apr 24, 2020 at 10:39 AM Monique Turner <n1043@lapd.online> wrote:

Good morning Jeff - Thank you for bringing this to our attention. There was an issue with our script which resulted in duplicate records being posted in the Open Data Portal. The data was refreshed yesterday.

Please email or call me if you experience any other issues.

Take care and be safe.

Monique  
213-276-5998

Sent from my Sprint Samsung Galaxy Note10+.

----- Original message -----

From: Jeff Brantingham <[branting@ucla.edu](mailto:branting@ucla.edu)>  
Date: 4/23/20 12:46 PM (GMT-08:00)  
To: Monique Turner <n1043@lapd.online>  
Cc: Christopher Dodge <n1536@lapd.online>, Sanjoy Datta <n2884@lapd.online>, Howard Tien <n1486@lapd.online>, Jeffrey Jantz <e9934@lapd.online>  
Subject: Re: Fw: Authorizing someone in ITG to talk about public data problems

**ATTENTION:** This email originated outside of LAPD. Please use caution when clicking on hyperlinks or opening attachments if you are unfamiliar with the sender.

Hi Monique:

Thanks for your email. I hope you and your whole team are all staying safe.

I hope this is simple for you to confirm. If confirmed, I think we can fix it ourselves with data scrubbing. It looks like the public posted CFS data (on [data.lacity.org](http://data.lacity.org)) started including duplicates on March 21, 2020. And all of those duplicates were clustered ONLY on Saturdays (e.g., 3/21, 3/28, 4/4, etc). It is a surprising coincidence with the start of "shelter in place" so something in the data aggregation process must have changed right around that time.

We're working with the public data for now to track Covid impacts on crime while we wait for the details of the NDA to be worked out with UCLA and the City.

Thanks for all you help.

I hope catching this bug/feature is helpful to you.

Jeff

On Thu, Apr 23, 2020 at 12:27 PM Monique Turner <n1043@lapd.online> wrote:

Hello Jeff - I hope you are safe and doing well. I was forwarded this email regarding potential issues the Calls for Service Data. Can you provide a bit more detail on the issue?

---

**From:** Jeff Brantingham <[branting@ucla.edu](mailto:branting@ucla.edu)>

**Sent:** Thursday, April 23, 2020 11:47 AM

**To:** Dominic Choi <[32350@lapd.online](mailto:32350@lapd.online)>

**Subject:** Authorizing someone in ITG to talk about public data problems

**ATTENTION:** This email originated outside of LAPD. Please use caution when clicking on hyperlinks or opening attachments if you are unfamiliar with the sender.

---

Hi Dominic:

Hopefully this is my last email to you for a while. Do you have an adjutant who can help filter for you?

Can the Chief authorize somebody in ITG to speak to me about the public data?

There appears to be significant problems with the dates assigned to CFS data released publicly starting on 3/20.

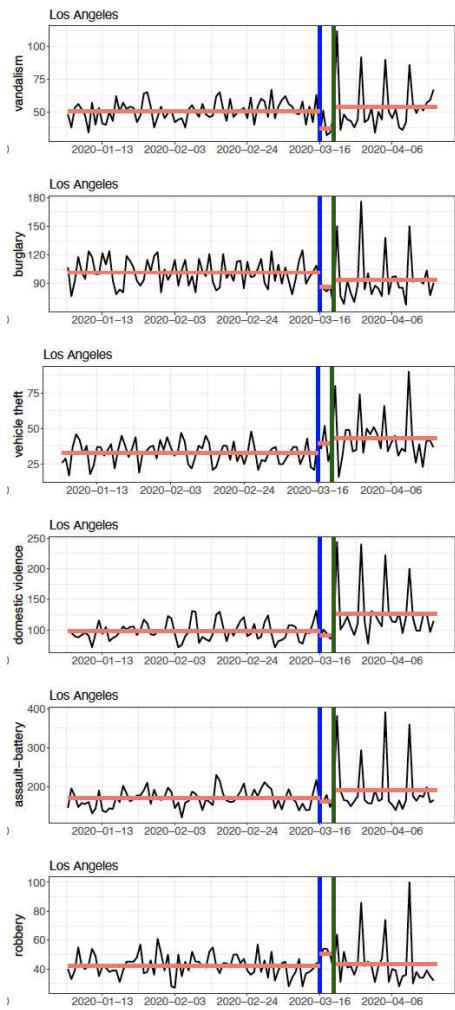
See the figure below. After shelter-at-home on 3/20 (the green line), CFS reporting spikes on every Saturday for every call type. This is likely a database problem that is probably generated by changes in how the data is being compiled and released since 3/20. I don't think it reflects how call volume has changed. As a result, it is not clear that we can draw any statistical conclusions about what is happening with CFS using these data.

If we can't figure this out, we'll probably have to drop LA from the paper and only do Indianapolis.

Perhaps somebody in ITG can confirm what is going on.

The NDA is going to take weeks or months. Sorry...

Jeff



---

**From:** Monique Turner  
**Sent:** Friday, April 24, 2020 10:35 AM  
**To:** Jeff Brantingham  
**Cc:** Christopher Dodge;Sanjoy Datta;Howard Tien;Jeffrey Jantz  
**Subject:** RE: Fw: Authorizing someone in ITG to talk about public data problems

Good morning Jeff - Thank you for bringing this to our attention. There was an issue with our script which resulted in duplicate records being posted in the Open Data Portal. The data was refreshed yesterday.

Please email or call me if you experience any other issues.

Take care and be safe.

Monique  
213-276-5998

Sent from my Sprint Samsung Galaxy Note10+.

----- Original message -----

From: Jeff Brantingham <branting@ucla.edu>  
Date: 4/23/20 12:46 PM (GMT-08:00)  
To: Monique Turner <n1043@lapd.online>  
Cc: Christopher Dodge <n1536@lapd.online>, Sanjoy Datta <n2884@lapd.online>, Howard Tien <n1486@lapd.online>, Jeffrey Jantz <e9934@lapd.online>  
Subject: Re: Fw: Authorizing someone in ITG to talk about public data problems

**ATTENTION:** This email originated outside of LAPD. Please use caution when clicking on hyperlinks or opening attachments if you are unfamiliar with the sender.

---

Hi Monique:

Thanks for your email. I hope you and your whole team are all staying safe.

I hope this is simple for you to confirm. If confirmed, I think we can fix it ourselves with data scrubbing. It looks like the public posted CFS data (on [data.lacity.org](http://data.lacity.org)) started including duplicates on March 21, 2020. And all of those duplicates were clustered ONLY on Saturdays (e.g., 3/21, 3/28, 4/4, etc). It is a surprising coincidence with the start of "shelter in place" so something in the data aggregation process must have changed right around that time.

We're working with the public data for now to track Covid impacts on crime while we wait for the details of the NDA to be worked out with UCLA and the City.

Thanks for all you help.

I hope catching this bug/feature is helpful to you.

Jeff

On Thu, Apr 23, 2020 at 12:27 PM Monique Turner <n1043@lapd.online> wrote:

Hello Jeff - I hope you are safe and doing well. I was forwarded this email regarding potential issues the Calls for Service Data. Can you provide a bit more detail on the issue?

---

**From:** Jeff Brantingham <[branting@ucla.edu](mailto:branting@ucla.edu)>

**Sent:** Thursday, April 23, 2020 11:47 AM

**To:** Dominic Choi <[32350@lapd.online](mailto:32350@lapd.online)>

**Subject:** Authorizing someone in ITG to talk about public data problems

**ATTENTION:** This email originated outside of LAPD. Please use caution when clicking on hyperlinks or opening attachments if you are unfamiliar with the sender.

Hi Dominic:

Hopefully this is my last email to you for a while. Do you have an adjutant who can help filter for you?

Can the Chief authorize somebody in ITG to speak to me about the public data?

There appears to be significant problems with the dates assigned to CFS data released publicly starting on 3/20.

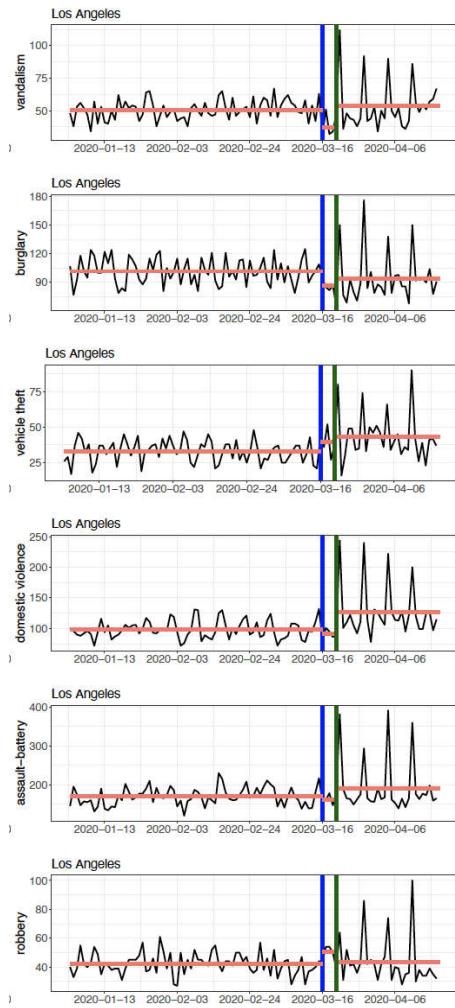
See the figure below. After shelter-at-home on 3/20 (the green line), CFS reporting spikes on every Saturday for every call type. This is likely a database problem that is probably generated by changes in how the data is being compiled and released since 3/20. I don't think it reflects how call volume has changed. As a result, it is not clear that we can draw any statistical conclusions about what is happening with CFS using these data.

If we can't figure this out, we'll probably have to drop LA from the paper and only do Indianapolis.

Perhaps somebody in ITG can confirm what is going on.

The NDA is going to take weeks or months. Sorry...

Jeff



---

**From:** Jeff Brantingham <branting@ucla.edu>  
**Sent:** Thursday, April 23, 2020 12:46 PM  
**To:** Monique Turner  
**Cc:** Christopher Dodge;Sanjoy Datta;Howard Tien;Jeffrey Jantz  
**Subject:** Re: Fw: Authorizing someone in ITG to talk about public data problems

**ATTENTION:** This email originated outside of LAPD. Please use caution when clicking on hyperlinks or opening attachments if you are unfamiliar with the sender.

Hi Monique:

Thanks for your email. I hope you and your whole team are all staying safe.

I hope this is simple for you to confirm. If confirmed, I think we can fix it ourselves with data scrubbing. It looks like the public posted CFS data (on [data.lacity.org](http://data.lacity.org)) started including duplicates on March 21, 2020. And all of those duplicates were clustered ONLY on Saturdays (e.g., 3/21, 3/28, 4/4, etc). It is a surprising coincidence with the start of "shelter in place" so something in the data aggregation process must have changed right around that time.

We're working with the public data for now to track Covid impacts on crime while we wait for the details of the NDA to be worked out with UCLA and the City.

Thanks for all you help.

I hope catching this bug/feature is helpful to you.

Jeff

On Thu, Apr 23, 2020 at 12:27 PM Monique Turner <n1043@lapd.online> wrote:

Hello Jeff - I hope you are safe and doing well. I was forwarded this email regarding potential issues the Calls for Service Data. Can you provide a bit more detail on the issue?

---

**From:** Jeff Brantingham <[branting@ucla.edu](mailto:branting@ucla.edu)>  
**Sent:** Thursday, April 23, 2020 11:47 AM  
**To:** Dominic Choi <32350@lapd.online>  
**Subject:** Authorizing someone in ITG to talk about public data problems

**ATTENTION:** This email originated outside of LAPD. Please use caution when clicking on hyperlinks or opening attachments if you are unfamiliar with the sender.

Hi Dominic:

Hopefully this is my last email to you for a while. Do you have an adjutant who can help filter for you?

Can the Chief authorize somebody in ITG to speak to me about the public data?

There appears to be significant problems with the dates assigned to CFS data released publicly starting on 3/20.

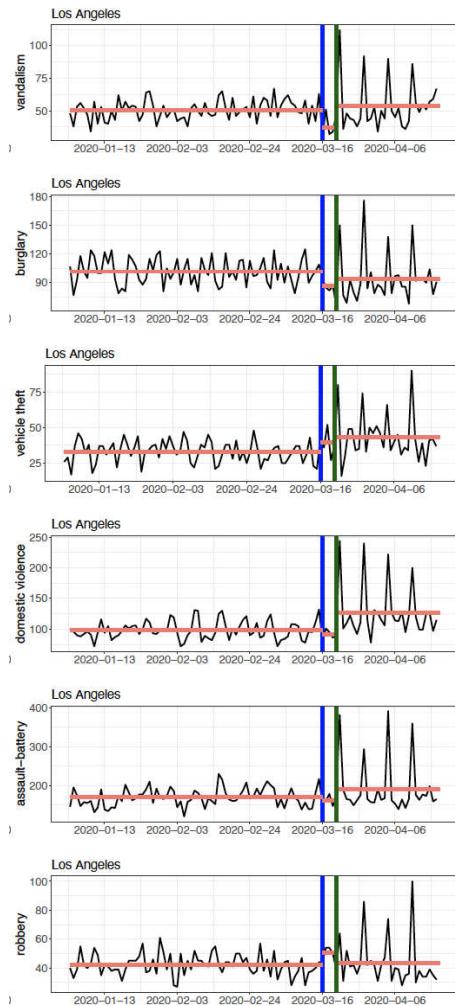
See the figure below. After shelter-at-home on 3/20 (the green line), CFS reporting spikes on every Saturday for every call type. This is likely a database problem that is probably generated by changes in how the data is being compiled and released since 3/20. I don't think it reflects how call volume has changed. As a result, it is not clear that we can draw any statistical conclusions about what is happening with CFS using these data.

If we can't figure this out, we'll probably have to drop LA from the paper and only do Indianapolis.

Perhaps somebody in ITG can confirm what is going on.

The NDA is going to take weeks or months. Sorry...

Jeff



---

**From:** Monique Turner  
**Sent:** Thursday, April 23, 2020 12:23 PM  
**To:** Jeff Brantingham  
**Cc:** Christopher Dodge;Sanjoy Datta;Howard Tien;Jeffrey Jantz  
**Subject:** Fw: Authorizing someone in ITG to talk about public data problems

Hello Jeff - I hope you are safe and doing well. I was forwarded this email regarding potential issues the Calls for Service Data. Can you provide a bit more detail on the issue?

---

**From:** Jeff Brantingham <branting@ucla.edu>  
**Sent:** Thursday, April 23, 2020 11:47 AM  
**To:** Dominic Choi <32350@lapd.online>  
**Subject:** Authorizing someone in ITG to talk about public data problems

**ATTENTION:** This email originated outside of LAPD. Please use caution when clicking on hyperlinks or opening attachments if you are unfamiliar with the sender.

---

Hi Dominic:

Hopefully this is my last email to you for a while. Do you have an adjutant who can help filter for you?

Can the Chief authorize somebody in ITG to speak to me about the public data?

There appears to be significant problems with the dates assigned to CFS data released publicly starting on 3/20.

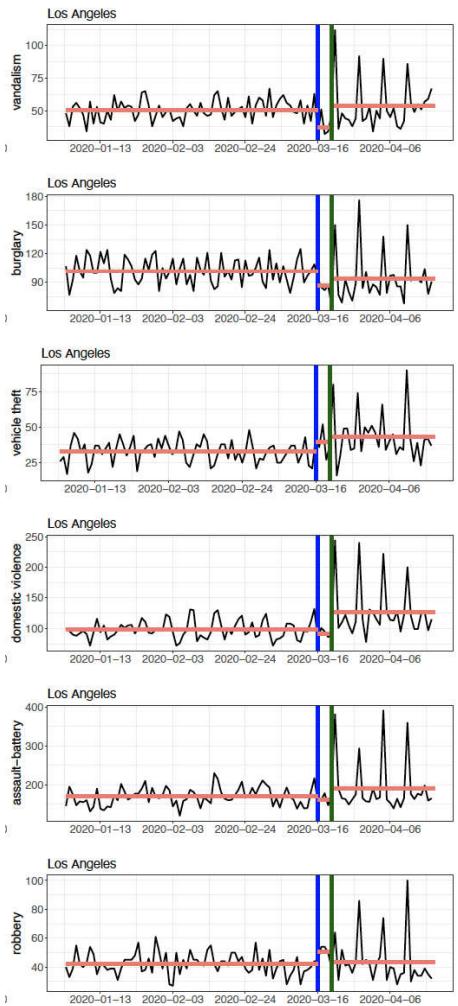
See the figure below. After shelter-at-home on 3/20 (the green line), CFS reporting spikes on every Saturday for every call type. This is likely a database problem that is probably generated by changes in how the data is being compiled and released since 3/20. I don't think it reflects how call volume has changed. As a result, it is not clear that we can draw any statistical conclusions about what is happening with CFS using these data.

If we can't figure this out, we'll probably have to drop LA from the paper and only do Indianapolis.

Perhaps somebody in ITG can confirm what is going on.

The NDA is going to take weeks or months. Sorry...

Jeff



---

**From:** Dominic Choi  
**Sent:** Thursday, April 23, 2020 11:54 AM  
**To:** Jeff Brantingham  
**Subject:** Re: Authorizing someone in ITG to talk about public data problems

Okay, let me get you a name.

DOMINIC H. CHOI, Deputy Chief  
Chief of Staff  
Office of the Chief of Police

---

**From:** Jeff Brantingham <branting@ucla.edu>  
**Sent:** Thursday, April 23, 2020 11:47 AM  
**To:** Dominic Choi <32350@lapd.online>  
**Subject:** Authorizing someone in ITG to talk about public data problems

.....

**ATTENTION:** This email originated outside of LAPD. Please use caution when clicking on hyperlinks or opening attachments if you are unfamiliar with the sender.

.....

Hi Dominic:

Hopefully this is my last email to you for a while. Do you have an adjutant who can help filter for you?

Can the Chief authorize somebody in ITG to speak to me about the public data?

There appears to be significant problems with the dates assigned to CFS data released publicly starting on 3/20.

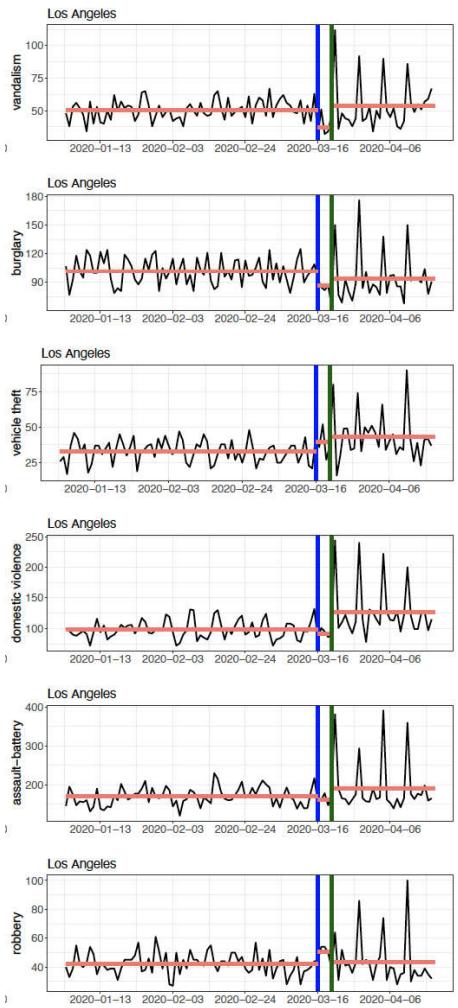
See the figure below. After shelter-at-home on 3/20 (the green line), CFS reporting spikes on every Saturday for every call type. This is likely a database problem that is probably generated by changes in how the data is being compiled and released since 3/20. I don't think it reflects how call volume has changed. As a result, it is not clear that we can draw any statistical conclusions about what is happening with CFS using these data.

If we can't figure this out, we'll probably have to drop LA from the paper and only do Indianapolis.

Perhaps somebody in ITG can confirm what is going on.

The NDA is going to take weeks or months. Sorry...

Jeff



---

**From:** Jeff Brantingham <branting@ucla.edu>  
**Sent:** Thursday, April 23, 2020 11:47 AM  
**To:** Dominic Choi  
**Subject:** Authorizing someone in ITG to talk about public data problems

**ATTENTION:** This email originated outside of LAPD. Please use caution when clicking on hyperlinks or opening attachments if you are unfamiliar with the sender.

Hi Dominic:

Hopefully this is my last email to you for a while. Do you have an adjutant who can help filter for you?

Can the Chief authorize somebody in ITG to speak to me about the public data?

There appears to be significant problems with the dates assigned to CFS data released publicly starting on 3/20.

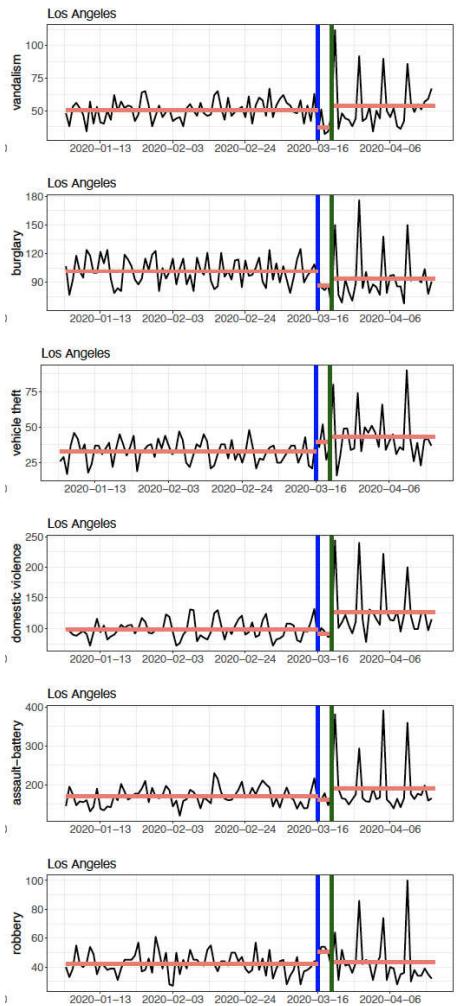
See the figure below. After shelter-at-home on 3/20 (the green line), CFS reporting spikes on every Saturday for every call type. This is likely a database problem that is probably generated by changes in how the data is being compiled and released since 3/20. I don't think it reflects how call volume has changed. As a result, it is not clear that we can draw any statistical conclusions about what is happening with CFS using these data.

If we can't figure this out, we'll probably have to drop LA from the paper and only do Indianapolis.

Perhaps somebody in ITG can confirm what is going on.

The NDA is going to take weeks or months. Sorry...

Jeff



---

**From:** Jeff Brantingham <branting@ucla.edu>  
**Sent:** Wednesday, April 22, 2020 7:36 PM  
**To:** Dominic Choi  
**Subject:** Re: Will proceed with public data for now

**ATTENTION:** This email originated outside of LAPD. Please use caution when clicking on hyperlinks or opening attachments if you are unfamiliar with the sender.

---

Hi Dominic:

Not to worry. This is just a bump in the road. I was hoping to not bring UCLA bureaucracy into the process as that can make things even more complex. But, in the long-run that is probably for the best. If there is an NDA that the City Attorney and UCLAs Attorneys bpth are happy with, then it is fine with me.

Thanks for your help,

Jeff

On Wed, Apr 22, 2020 at 7:32 PM Dominic Choi <32350@lapd.online> wrote:

Jeff,

I'm sorry we are running into this issue. I've also asked Liz Rhodes (new Arif) to look at the NDA to see if there is anything that can be done. Please know that Chief Moore values your partnership and wants to continue working together. I will do whatever I can to facilitate that. Please keep me posted.

Thanks,

DOMINIC H. CHOI, Deputy Chief  
Chief of Staff  
Office of the Chief of Police

---

**From:** Jeff Brantingham <[branting@ucla.edu](mailto:branting@ucla.edu)>  
**Sent:** Wednesday, April 22, 2020 7:26:54 PM  
**To:** Dominic Choi <32350@lapd.online>  
**Subject:** Will proceed with public data for now

---

**ATTENTION:** This email originated outside of LAPD. Please use caution when clicking on hyperlinks or opening attachments if you are unfamiliar with the sender.

---

Hi Dominic:

Sorry to drag you into this.

In any case, you can tell the Chief that we will re-write the paper using the crime and cfs data that is posted publicly on the [data.lacity.org](http://data.lacity.org) website. It is a week or two out of date, and it differs from the direct data in a few ways, but it still gets the message across.

I'll let you know what happens with the UCLA team.

Jeff

---

**From:** Dominic Choi  
**Sent:** Wednesday, April 22, 2020 7:31 PM  
**To:** Jeff Brantingham  
**Subject:** Re: Will proceed with public data for now

Jeff,

I'm sorry we are running into this issue. I've also asked Liz Rhodes (new Arif) to look at the NDA to see if there is anything that can be done. Please know that Chief Moore values your partnership and wants to continue working together. I will do whatever I can to facilitate that. Please keep me posted.

Thanks,

DOMINIC H. CHOI, Deputy Chief  
Chief of Staff  
Office of the Chief of Police

---

**From:** Jeff Brantingham <branting@ucla.edu>  
**Sent:** Wednesday, April 22, 2020 7:26:54 PM  
**To:** Dominic Choi <32350@lapd.online>  
**Subject:** Will proceed with public data for now

.....

**ATTENTION:** This email originated outside of LAPD. Please use caution when clicking on hyperlinks or opening attachments if you are unfamiliar with the sender.

.....

Hi Dominic:

Sorry to drag you into this.

In any case, you can tell the Chief that we will re-write the paper using the crime and cfs data that is posted publicly on the [data.lacity.org](http://data.lacity.org) website. It is a week or two out of date, and it differs from the direct data in a few ways, but it still gets the message across.

I'll let you know what happens with the UCLA team.

Jeff

---

**From:** Jeff Brantingham <branting@ucla.edu>  
**Sent:** Wednesday, April 22, 2020 7:27 PM  
**To:** Dominic Choi  
**Subject:** Will proceed with public data for now

**ATTENTION:** This email originated outside of LAPD. Please use caution when clicking on hyperlinks or opening attachments if you are unfamiliar with the sender.

Hi Dominic:

Sorry to drag you into this.

In any case, you can tell the Chief that we will re-write the paper using the crime and cfs data that is posted publicly on the [data.lacity.org](http://data.lacity.org) website. It is a week or two out of date, and it differs from the direct data in a few ways, but it still gets the message across.

I'll let you know what happens with the UCLA team.

Jeff

---

**From:** Jeff Brantingham <branting@ucla.edu>  
**Sent:** Wednesday, April 22, 2020 7:16 PM  
**To:** Samuel Petty  
**Cc:** James Aceron; Dominic Choi  
**Subject:** Re: NDA discussion

**ATTENTION:** This email originated outside of LAPD. Please use caution when clicking on hyperlinks or opening attachments if you are unfamiliar with the sender.

Dear Sam:

Thank you for being frank. I will therefore forward this document to the appropriate legal team at UCLA. This makes the most sense in the long run, anyways.

I will be back in touch once I have heard from the UCLA team.

Again, thank you for your efforts on this. I'm just trying to make sure that I understand the changes and their implications.

Sincerely,  
Jeff Brantingham

On Wed, Apr 22, 2020 at 6:55 PM Samuel Petty <[samuel.petty@lacity.org](mailto:samuel.petty@lacity.org)> wrote:  
Jeff,

In the interest of time I'm going to be frank. I was not involved in the review or drafting of the previous NDAs. That they did or did not contain certain provisions does not control my determination of what is necessary and advisable here.

The language that appears new is actually a watered down version of language from a template that we use Citywide whenever the City is the disclosing party. I have been involved in a number of data agreements with academic institutions such as University of Chicago, USC, and various schools within the University of California system. All of those negotiated (and executed) agreements contained language in the City's favor that was far more onerous to the other side than what is contained in this NDA. In addition, given your ongoing relationship with the Department, in a show of good faith I removed other provisions that I would normally strongly advise my clients to include.

I disagree with your characterization that the remaining language subjects you to open-ended liability; however, I am not your attorney and I am not going to advise you what the language does or does not mean. I would advise that you seek your own counsel for that purpose and I will be happy to speak with that person, if needed.

Ultimately, I cannot advise my client to sign an NDA that does not contain remedies for breach, regardless of whether previous documents lacked that language. I believe that the remaining provisions here are more than reasonable.

Best,  
Sam

On Wed, Apr 22, 2020 at 5:45 PM Jeff Brantingham <[branting@ucla.edu](mailto:branting@ucla.edu)> wrote:

Hi Sam, James and Dominic:

I received the revised NDA. Unfortunately, new sections of the NDA are still of great concern to me. I will try to lay out several key points here.

1. I have signed multiple NDAs over the past 15 years working with the LAPD and none have previously included the breach language (and a few other sections as well). Attached is an NDA for my recent work for the LAPD on analysis of the Community Safety Partnership as an example.
2. There have not been any confidentiality or other breaches of NDA terms in those prior 15 years.
3. Confidentiality rules are also mandated by Federal Grants and UCLA Institutional Review Board, to which I am subject.
4. The breach language creates liability that is open ended, particularly the statement that "City is entitled to seek, without the necessity of proof of actual injury, loss, or damage, injunctive or other equitable relief".
5. All of the data in this specific project (covid impact on crime) is event data (calls, crimes and arrests with time, location and type, no personal identifying information). These data are released publically by the City (at the 100 block level) about two weeks after they are collected. The difference here is that the data are made available by LAPD in near real time and include address-level locations.

It had been my intention to get this NDA in place to get the COVID analyses results out soon. The goal is to illustrate LAPD's leadership on covid and crime in challenging times.

However, in its present form, I feel I would need to make the NDA an agreement signed between the LAPD and UCLA, which will involve the UCLA Lawyers. This was done previously for Body Worn Video research for the Department (see attached NDA agreed to by UCLA lawyers for Body Worn Video research), but it will take time. With regard to UCLA, signing the current NDA could create precedents that could make an agreement with UCLA even more complicated.

Finally, given the attached NDA examples, I would ask if it is possible to revert to this "simpler" NDA format. The NDA could cover this narrow project that uses relatively low risk data.

Once things have settled down with covid, we can bring UCLA to the table to negotiate a more comprehensive NDA that can cover all the various projects I am doing for the Department.

I am sorry that this has been so complicated. I do appreciate all of your time spent working on this.

Sincerely,  
Jeff Brantingham  
[REDACTED]

On Wed, Apr 22, 2020 at 3:11 PM Samuel Petty <[samuel.petty@lacity.org](mailto:samuel.petty@lacity.org)> wrote:

Hi Jeff,

Thanks for reaching out and apologies for the late response.

I sent a revised document to Deputy Chief Choi and James Aceron earlier today. I excluded certain categories of information from coverage under the NDA. I also removed two sentences regarding the costs of responding to a data breach. I think James will be sending you the final.

It has been non-stop around here so I apologize in advance if I'm unable to quickly respond to further emails this week.

Best,  
Sam

On Wed, Apr 22, 2020 at 2:52 PM Jeff Brantingham <[branting@ucla.edu](mailto:branting@ucla.edu)> wrote:

Hi Sam:

Just called and left you a voicemail. I wanted to give you a heads-up that I spoke with Dep Chief Dominic Choi yesterday about the research program. Hoping that we can square away the final things on the NDA.

Hope you are well.

Jeff

On Mon, Apr 13, 2020 at 12:41 PM Samuel Petty <[samuel.petty@lacity.org](mailto:samuel.petty@lacity.org)> wrote:

That works great. Thank you.

I can call you on your cell or you are welcome to call me on my direct office line. That number is 213-978-7199.

On Mon, Apr 13, 2020 at 12:33 PM Jeff Brantingham <[branting@ucla.edu](mailto:branting@ucla.edu)> wrote:

Hi Sam:

I'm largely free for the rest of the afternoon. Shall we say 1:30PM?

Jeff

On Mon, Apr 13, 2020 at 12:26 PM Samuel Petty <[samuel.petty@lacity.org](mailto:samuel.petty@lacity.org)> wrote:

Hi Jeff,

I apologize for the late response. Happy to discuss later today, if you are available.

Let me know what times work for you.

Best,  
Sam

On Wed, Apr 8, 2020 at 10:09 AM Jeff Brantingham <[branting@ucla.edu](mailto:branting@ucla.edu)> wrote:

Dear Mr. Petty:

If you have a free moment over the next few days, I'd like to give you a call to discuss the content of the NDA. Please let me know how I should contact you.

My direct cell number is [REDACTED]

Sincerely,  
Jeff Brantingham

--

Sam Petty  
Deputy City Attorney  
General Counsel Division  
Los Angeles City Attorney's Office  
200 North Main Street, 8th Floor  
Los Angeles, California 90012  
(213) 978-7100 - Telephone  
[Samuel.Petty@lacity.org](mailto:Samuel.Petty@lacity.org)

\*\*\*\*\*Confidentiality Notice \*\*\*\*\*

This electronic message transmission contains information from the Office of the Los Angeles City Attorney, which may be confidential or protected by the attorney-client privilege and/or the work product doctrine. If you are not the intended recipient, be aware that any disclosure, copying, distribution or use of the content of this information is prohibited. If you have received this communication in error, please notify us immediately by e-mail and delete the original message and any attachments without reading or saving in any manner.

--

Sam Petty  
Deputy City Attorney  
General Counsel Division  
Los Angeles City Attorney's Office  
200 North Main Street, 8th Floor  
Los Angeles, California 90012  
(213) 978-7100 - Telephone  
[Samuel.Petty@lacity.org](mailto:Samuel.Petty@lacity.org)

\*\*\*\*\*Confidentiality Notice \*\*\*\*\*

This electronic message transmission contains information from the Office of the Los Angeles City Attorney, which may be confidential or protected by the attorney-client privilege and/or the work product doctrine. If you are not the intended recipient, be aware that any disclosure, copying, distribution or use of the content of this information is prohibited. If you have received this communication in error, please notify us immediately by e-mail and delete the original message and any attachments without reading or saving in any manner.

--  
Sam Petty  
Deputy City Attorney  
General Counsel Division  
Los Angeles City Attorney's Office  
200 North Main Street, 8th Floor  
Los Angeles, California 90012  
(213) 978-7100 - Telephone  
[Samuel.Petty@lacity.org](mailto:Samuel.Petty@lacity.org)

\*\*\*\*\*Confidentiality Notice \*\*\*\*\*

This electronic message transmission contains information from the Office of the Los Angeles City Attorney, which may be confidential or protected by the attorney-client privilege and/or the work product doctrine. If you are not the intended recipient, be aware that any disclosure, copying, distribution or use of the content of this information is prohibited. If you have received this communication in error, please notify us immediately by e-mail and delete the original message and any attachments without reading or saving in any manner.

\*\*\*\*\*

--  
Sam Petty  
Deputy City Attorney  
General Counsel Division  
Los Angeles City Attorney's Office  
200 North Main Street, 8th Floor  
Los Angeles, California 90012  
(213) 978-7100 - Telephone  
[Samuel.Petty@lacity.org](mailto:Samuel.Petty@lacity.org)

\*\*\*\*\*Confidentiality Notice \*\*\*\*\*

This electronic message transmission contains information from the Office of the Los Angeles City Attorney, which may be confidential or protected by the attorney-client privilege and/or the work product doctrine. If you are not the intended recipient, be aware that any disclosure, copying, distribution or use of the content of this information is prohibited. If you have received this communication in error, please notify us immediately by e-mail and delete the original message and any attachments without reading or saving in any manner.

\*\*\*\*\*

**From:** Samuel Petty <samuel.petty@lacity.org>  
**Sent:** Wednesday, April 22, 2020 6:54 PM  
**To:** Jeff Brantingham  
**Cc:** James Aceron; Dominic Choi  
**Subject:** Re: NDA discussion

**ATTENTION:** This email originated outside of LAPD. Please use caution when clicking on hyperlinks or opening attachments if you are unfamiliar with the sender.

Jeff,

In the interest of time I'm going to be frank. I was not involved in the review or drafting of the previous NDAs. That they did or did not contain certain provisions does not control my determination of what is necessary and advisable here.

The language that appears new is actually a watered down version of language from a template that we use Citywide whenever the City is the disclosing party. I have been involved in a number of data agreements with academic institutions such as University of Chicago, USC, and various schools within the University of California system. All of those negotiated (and executed) agreements contained language in the City's favor that was far more onerous to the other side than what is contained in this NDA. In addition, given your ongoing relationship with the Department, in a show of good faith I removed other provisions that I would normally strongly advise my clients to include.

I disagree with your characterization that the remaining language subjects you to open-ended liability; however, I am not your attorney and I am not going to advise you what the language does or does not mean. I would advise that you seek your own counsel for that purpose and I will be happy to speak with that person, if needed.

Ultimately, I cannot advise my client to sign an NDA that does not contain remedies for breach, regardless of whether previous documents lacked that language. I believe that the remaining provisions here are more than reasonable.

Best,  
Sam

On Wed, Apr 22, 2020 at 5:45 PM Jeff Brantingham <[branting@ucla.edu](mailto:branting@ucla.edu)> wrote:

Hi Sam, James and Dominic:

I received the revised NDA. Unfortunately, new sections of the NDA are still of great concern to me. I will try to lay out several key points here.

1. I have signed multiple NDAs over the past 15 years working with the LAPD and none have previously included the breach language (and a few other sections as well). Attached is an NDA for my recent work for the LAPD on analysis of the Community Safety Partnership as an example.
2. There have not been any confidentiality or other breaches of NDA terms in those prior 15 years.
3. Confidentiality rules are also mandated by Federal Grants and UCLA Institutional Review Board, to which I am subject.

4. The breach language creates liability that is open ended, particularly the statement that "City is entitled to seek, without the necessity of proof of actual injury, loss, or damage, injunctive or other equitable relief".
5. All of the data in this specific project (covid impact on crime) is event data (calls, crimes and arrests with time, location and type, no personal identifying information). These data are released publically by the City (at the 100 block level) about two weeks after they are collected. The difference here is that the data are made available by LAPD in near real time and include address-level locations.

It had been my intention to get this NDA in place to get the COVID analyses results out soon. The goal is to illustrate LAPDs leadership on covid and crime in in challenging times.

However, in its present form, I feel I would need to make the NDA an agreement signed between the LAPD and UCLA, which will involve the UCLA Lawyers. This was done previously for Body Worn Video research for the Department (see attached NDA agreed to by UCLA lawyers for Body Worn Video research), but it will take time. With regard to UCLA, signing the current NDA could create precedents that could make an agreement with UCLA even more complicated.

Finally, given the attached NDA examples, I would ask if it is possible to revert to this "simpler" NDA format. The NDA could cover this narrow project that uses relatively low risk data.

Once things have settled down with covid, we can bring UCLA to the table to negotiate a more comprehensive NDA that can cover all the various projects I am doing for the Department.

I am sorry that this has been so complicated. I do appreciate all of your time spent working on this.

Sincerely,  
Jeff Brantingham  
[REDACTED]

On Wed, Apr 22, 2020 at 3:11 PM Samuel Petty <[samuel.petty@lacity.org](mailto:samuel.petty@lacity.org)> wrote:  
Hi Jeff,

Thanks for reaching out and apologies for the late response.

I sent a revised document to Deputy Chief Choi and James Aceron earlier today. I excluded certain categories of information from coverage under the NDA. I also removed two sentences regarding the costs of responding to a data breach. I think James will be sending you the final.

It has been non-stop around here so I apologize in advance if I'm unable to quickly respond to further emails this week.

Best,  
Sam

On Wed, Apr 22, 2020 at 2:52 PM Jeff Brantingham <[branting@ucla.edu](mailto:branting@ucla.edu)> wrote:  
Hi Sam:

Just called and left you a voicemail. I wanted to give you a heads-up that I spoke with Dep Chief Dominic Choi yesterday about the research program. Hoping that we can square away the final things on the NDA.

Hope you are well.

Jeff

On Mon, Apr 13, 2020 at 12:41 PM Samuel Petty <[samuel.petty@lacity.org](mailto:samuel.petty@lacity.org)> wrote:  
That works great. Thank you.

I can call you on your cell or you are welcome to call me on my direct office line. That number is 213-978-7199.

On Mon, Apr 13, 2020 at 12:33 PM Jeff Brantingham <[branting@ucla.edu](mailto:branting@ucla.edu)> wrote:  
Hi Sam:

I'm largely free for the rest of the afternoon. Shall we say 1:30PM?

Jeff

On Mon, Apr 13, 2020 at 12:26 PM Samuel Petty <[samuel.petty@lacity.org](mailto:samuel.petty@lacity.org)> wrote:  
Hi Jeff,

I apologize for the late response. Happy to discuss later today, if you are available.

Let me know what times work for you.

Best,  
Sam

On Wed, Apr 8, 2020 at 10:09 AM Jeff Brantingham <[branting@ucla.edu](mailto:branting@ucla.edu)> wrote:  
Dear Mr. Petty:

If you have a free moment over the next few days, I'd like to give you a call to discuss the content of the NDA.  
Please let me know how I should contact you.

My direct cell number is [REDACTED]

Sincerely,  
Jeff Brantingham

--

Sam Petty  
Deputy City Attorney  
General Counsel Division  
Los Angeles City Attorney's Office  
200 North Main Street, 8th Floor  
Los Angeles, California 90012  
(213) 978-7100 - Telephone  
[Samuel.Petty@lacity.org](mailto:Samuel.Petty@lacity.org)

\*\*\*\*\*Confidentiality Notice \*\*\*\*\*

This electronic message transmission contains information from the Office of the Los Angeles City Attorney, which may be confidential or protected by the attorney-client privilege and/or the work product doctrine. If you are not the intended recipient, be aware that any disclosure, copying, distribution or use of the content of this information is prohibited. If you have received this communication in error, please notify us immediately by e-mail and delete the original message and any attachments without reading or saving in any manner.

\*\*\*\*\*

--  
Sam Petty

Deputy City Attorney

General Counsel Division

Los Angeles City Attorney's Office

200 North Main Street, 8th Floor

Los Angeles, California 90012

(213) 978-7100 - Telephone

[Samuel.Petty@lacity.org](mailto:Samuel.Petty@lacity.org)

\*\*\*\*\*Confidentiality Notice \*\*\*\*\*

This electronic message transmission contains information

from the Office of the Los Angeles City Attorney, which may be confidential or protected by the attorney-client privilege and/or the work product doctrine. If you are not the intended recipient, be aware that any disclosure, copying,

distribution or use of the content of this information is prohibited. If you have received this communication in error, please notify us immediately by e-mail and delete the original message and any attachments without reading or saving in any manner.

\*\*\*\*\*

--  
Sam Petty

Deputy City Attorney

General Counsel Division

Los Angeles City Attorney's Office

200 North Main Street, 8th Floor

Los Angeles, California 90012

(213) 978-7100 - Telephone

[Samuel.Petty@lacity.org](mailto:Samuel.Petty@lacity.org)

\*\*\*\*\*Confidentiality Notice \*\*\*\*\*

This electronic message transmission contains information from the Office of the Los Angeles City Attorney, which may be confidential or protected by the attorney-client privilege and/or the work product doctrine. If you are not the intended recipient, be aware that any disclosure, copying, distribution or use of the content of this information is prohibited. If you have received this communication in error, please notify us immediately by e-mail and delete the original message and any attachments without reading or saving in any manner.

\*\*\*\*\*

--

Sam Petty  
Deputy City Attorney  
General Counsel Division  
Los Angeles City Attorney's Office  
200 North Main Street, 8th Floor  
Los Angeles, California 90012  
(213) 978-7100 - Telephone  
[Samuel.Petty@lacity.org](mailto:Samuel.Petty@lacity.org)

\*\*\*\*\*Confidentiality Notice \*\*\*\*\*

This electronic message transmission contains information from the Office of the Los Angeles City Attorney, which may be confidential or protected by the attorney-client privilege and/or the work product doctrine. If you are not the intended recipient, be aware that any disclosure, copying, distribution or use of the content of this information is prohibited. If you have received this communication in error, please notify us immediately by e-mail and delete the original message and any attachments without reading or saving in any manner.

\*\*\*\*\*

**From:** Jeff Brantingham <branting@ucla.edu>  
**Sent:** Wednesday, April 22, 2020 5:45 PM  
**To:** Samuel Petty;James Aceron  
**Cc:** Dominic Choi  
**Subject:** Re: NDA discussion  
**Attachments:** CSP-LAPD-NDA-4-23-18.pdf; UCLA IPAM RIPS 2017 NDA.pdf; NDA Brantingham - COVID 19 04.22.20.pdf

**ATTENTION:** This email originated outside of LAPD. Please use caution when clicking on hyperlinks or opening attachments if you are unfamiliar with the sender.

Hi Sam, James and Dominic:

I received the revised NDA. Unfortunately, new sections of the NDA are still of great concern to me. I will try to lay out several key points here.

1. I have signed multiple NDAs over the past 15 years working with the LAPD and none have previously included the breach language (and a few other sections as well). Attached is an NDA for my recent work for the LAPD on analysis of the Community Safety Partnership as an example.
2. There have not been any confidentiality or other breaches of NDA terms in those prior 15 years.
3. Confidentiality rules are also mandated by Federal Grants and UCLA Institutional Review Board, to which I am subject.
4. The breach language creates liability that is open ended, particularly the statement that "City is entitled to seek, without the necessity of proof of actual injury, loss, or damage, injunctive or other equitable relief".
5. All of the data in this specific project (covid impact on crime) is event data (calls, crimes and arrests with time, location and type, no personal identifying information). These data are released publically by the City (at the 100 block level) about two weeks after they are collected. The difference here is that the data are made available by LAPD in near real time and include address-level locations.

It had been my intention to get this NDA in place to get the COVID analyses results out soon. The goal is to illustrate LAPDs leadership on covid and crime in challenging times.

However, in its present form, I feel I would need to make the NDA an agreement signed between the LAPD and UCLA, which will involve the UCLA Lawyers. This was done previously for Body Worn Video research for the Department (see attached NDA agreed to by UCLA lawyers for Body Worn Video research), but it will take time. With regard to UCLA, signing the current NDA could create precedents that could make an agreement with UCLA even more complicated.

Finally, given the attached NDA examples, I would ask if it is possible to revert to this "simpler" NDA format. The NDA could cover this narrow project that uses relatively low risk data.

Once things have settled down with covid, we can bring UCLA to the table to negotiate a more comprehensive NDA that can cover all the various projects I am doing for the Department.

I am sorry that this has been so complicated. I do appreciate all of your time spent working on this.

Sincerely,

Jeff Brantingham  
[REDACTED]

On Wed, Apr 22, 2020 at 3:11 PM Samuel Petty <[samuel.petty@lacity.org](mailto:samuel.petty@lacity.org)> wrote:

Hi Jeff,

Thanks for reaching out and apologies for the late response.

I sent a revised document to Deputy Chief Choi and James Aceron earlier today. I excluded certain categories of information from coverage under the NDA. I also removed two sentences regarding the costs of responding to a data breach. I think James will be sending you the final.

It has been non-stop around here so I apologize in advance if I'm unable to quickly respond to further emails this week.

Best,  
Sam

On Wed, Apr 22, 2020 at 2:52 PM Jeff Brantingham <[branting@ucla.edu](mailto:branting@ucla.edu)> wrote:

Hi Sam:

Just called and left you a voicemail. I wanted to give you a heads-up that I spoke with Dep Chief Dominic Choi yesterday about the research program. Hoping that we can square away the final things on the NDA.

Hope you are well.

Jeff

On Mon, Apr 13, 2020 at 12:41 PM Samuel Petty <[samuel.petty@lacity.org](mailto:samuel.petty@lacity.org)> wrote:

That works great. Thank you.

I can call you on your cell or you are welcome to call me on my direct office line. That number is 213-978-7199.

On Mon, Apr 13, 2020 at 12:33 PM Jeff Brantingham <[branting@ucla.edu](mailto:branting@ucla.edu)> wrote:

Hi Sam:

I'm largely free for the rest of the afternoon. Shall we say 1:30PM?

Jeff

On Mon, Apr 13, 2020 at 12:26 PM Samuel Petty <[samuel.petty@lacity.org](mailto:samuel.petty@lacity.org)> wrote:

Hi Jeff,

I apologize for the late response. Happy to discuss later today, if you are available.

Let me know what times work for you.

Best,

Sam

On Wed, Apr 8, 2020 at 10:09 AM Jeff Brantingham <[branting@ucla.edu](mailto:branting@ucla.edu)> wrote:

Dear Mr. Petty:

If you have a free moment over the next few days, I'd like to give you a call to discuss the content of the NDA. Please let me know how I should contact you.

My direct cell number is [REDACTED]

Sincerely,  
Jeff Brantingham

--

Sam Petty  
Deputy City Attorney  
General Counsel Division  
Los Angeles City Attorney's Office  
200 North Main Street, 8th Floor  
Los Angeles, California 90012  
(213) 978-7100 - Telephone  
[Samuel.Petty@lacity.org](mailto:Samuel.Petty@lacity.org)

\*\*\*\*\*Confidentiality Notice \*\*\*\*\*

This electronic message transmission contains information from the Office of the Los Angeles City Attorney, which may be confidential or protected by the attorney-client privilege and/or the work product doctrine. If you are not the intended recipient, be aware that any disclosure, copying, distribution or use of the content of this information is prohibited. If you have received this communication in error, please notify us immediately by e-mail and delete the original message and any attachments without reading or saving in any manner.

\*\*\*\*\*

--

Sam Petty  
Deputy City Attorney  
General Counsel Division  
Los Angeles City Attorney's Office  
200 North Main Street, 8th Floor  
Los Angeles, California 90012  
(213) 978-7100 - Telephone  
[Samuel.Petty@lacity.org](mailto:Samuel.Petty@lacity.org)

\*\*\*\*\*Confidentiality Notice \*\*\*\*\*

This electronic message transmission contains information from the Office of the Los Angeles City Attorney, which may be confidential or protected by the attorney-client privilege and/or the work product doctrine. If you are not the intended recipient, be aware that any disclosure, copying, distribution or use of the content of this information is prohibited. If you have received this communication in error, please notify us immediately by e-mail and delete the original message and any attachments without reading or saving in any manner.

--  
Sam Petty

Deputy City Attorney  
General Counsel Division  
Los Angeles City Attorney's Office  
200 North Main Street, 8th Floor  
Los Angeles, California 90012  
(213) 978-7100 - Telephone

[Samuel.Petty@lacity.org](mailto:Samuel.Petty@lacity.org)

\*\*\*\*\*Confidentiality Notice \*\*\*\*\*

This electronic message transmission contains information from the Office of the Los Angeles City Attorney, which may be confidential or protected by the attorney-client privilege and/or the work product doctrine. If you are not the intended recipient, be aware that any disclosure, copying, distribution or use of the content of this information is prohibited. If you have received this communication in error, please notify us immediately by e-mail and delete the original message and any attachments without reading or saving in any manner.

## **CONFIDENTIALITY AND NONDISCLOSURE AGREEMENT**

**Between**

**THE LOS ANGELES POLICE DEPARTMENT  
And  
DR. P. JEFFREY BRANTINGHAM  
(Hereafter "Requestor")**

The undersigned hereby agrees to the following as conditions to the receipt and utilization of data from the Los Angeles Police Department ("LAPD"), for the purpose of assisting the LAPD with the Community Safety Partnership.

### **1. Definitions**

"Protected Confidential Material" includes all written information, whether originals or copies, including but not limited to reports, documents, notes, interviews, electronically stored data, photographs, charts or any other information supplied by the LAPD to Requestor, and it is to be treated as non-public and protected from disclosure or dissemination, in accordance with the terms of this Agreement.

### **2. Treatment and Use of Protected Confidential Material.**

Requestor hereby agrees that all Protected Confidential Materials to which they are given access shall remain the property of the City of Los Angeles ("City"). Such materials shall be used only for the project and shall not be used for any other purpose not described in this Agreement. Requestor agrees not to copy, disseminate, or allow access to any Protected Confidential Material.

Requestor further agrees to secure any Protected Confidential Material received from the LAPD in such a way that unauthorized persons or entities cannot retrieve the information by any means, including but not limited to access via computer, remote terminal, or by any other electronic or non-electronic means.

Requestor acknowledges the confidential nature of the Protected Confidential Material supplied by the LAPD, and agrees that disclosure by Requestor or any individual or group of individuals at the request or direction of anyone not directly identified in this Agreement is strictly prohibited.

Importantly, the Requestor assures that data identified to a specific individual will not be revealed under any circumstances and that the information is being used for research and statistical purposes only.

Project findings and reports will not contain information about individuals or private persons.

### **3. Return of Protected Confidential Materials.**

Upon completion of the project, Requestor shall immediately return all Protected Confidential Material in their possession or control, including any and all copies (whether electronic or non-electronic), to LAPD. Requestor shall certify in writing that all originals and copies of the material provided under this Agreement have been returned.

### **4. Monitoring of Compliance and Demand for Document Return.**

The LAPD may monitor, audit, and review the Requestor's program activities and policies to ensure compliance with the requirements and conditions of this Agreement. If the LAPD determines that the requirements and conditions of this Agreement are not being satisfactorily met, it may require the immediate return of all copies of the Protected Confidential Material obtained under this Agreement, take such action as deemed appropriate to protect the security and privacy of this material, and refuse any future requests for information or records from Requestor.

### **5. Protection of Personal Identifying Information.**

In order to protect the identities of any persons whose records are supplied to Requestor under this Agreement, Requestor agrees to:

- A. Use the Protected Confidential Material furnished under this Agreement only for the purpose described in this Agreement;
- B. Replace the name and other personal identifiers with an alphanumeric or other appropriate code for purpose of conducting the necessary project analyses;
- C. Restrict access of all data supplied by LAPD to those individuals whose responsibilities cannot be accomplished without such access; and
- D. Secure all Protected Confidential Material received from LAPD in secure locked containers.

### **6. Project Treatment.**

Requestor agrees to insert into the preface of any report citing data analysis conducted on any of the Protected Confidential Material, a disclaimer that the analysis and report are solely the work product of the Requestor and do not represent the position or conclusions of the Los Angeles Police Department.

At the conclusion of the project, Requestor will provide the LAPD with a copy of any written report derived from the project. LAPD shall retain the discretion to use the report for whatever purpose or further analysis it deems appropriate.

Requestor acknowledges that any written or oral report generated pursuant to analysis of any of the Protected Confidential Material is not to be published or circulated in any manner other

than as explicitly set forth under this Agreement. The City retains sole authority to approve disseminating to individuals, agencies, organizations or entities not parties to this agreement. The City retains sole authority to approve disseminating to individuals, agencies, organizations or entities not parties to this Agreement. "Dissemination" as used in this section includes, but is not limited to printed and online articles, reports or publications, and public relations and advertising materials for Requestor's services or participation under this Agreement.

### **7. Release From Liability.**

Requestor agrees that the City of Los Angeles, and any of its agents or employees, shall not be liable for any acts or omissions arising from the production of the Protected Confidential Material to Requestor, its use by Requestor, or any and all resulting analyses or conclusions derived from the Materials. Requestor shall indemnify and hold the City and its employees and officers harmless for any and all claims, lawsuits, causes of action, damages or costs incurred in any adjudication or settlement of claims, including attorney's fees and costs, which may arise from any alleged use or misuse of documents provided by the LAPD pursuant to this Agreement, or by any negligent or willful act or omission on the part of Requestor.

This Agreement will become effective upon signature of the parties.

I/We hereby agree to all conditions and requirements set forth in this Agreement:

**FOR THE LOS ANGELES  
POLICE DEPARTMENT**

By:   
SEAN MALINOWSKI  
Deputy Chief  
Chief of Staff

Date: 4/10/2018

**FOR REQUESTOR**

By:   
P. Jeffrey Brantingham, Ph.D.

Date: 4/23/18

**CONFIDENTIALITY AND NONDISCLOSURE AGREEMENT**

Between

**THE LOS ANGELES POLICE DEPARTMENT**

And

**THE REGENTS OF THE UNIVERSITY OF CALIFORNIA LOS ANGELES,  
INSTITUTE FOR PURE AND APPLIED MATHEMATICS, RESEARCH IN  
INDUSTRIAL PROJECTS FOR STUDENTS 2017 ("UCLA IPAM RIPS")  
(Hereafter "Requestors")**

The undersigned hereby agree to the following as conditions to the receipt and utilization of data from the Los Angeles Police Department ("LAPD"), for the purpose of assisting the LAPD with analyzing video footage. This project is titled, "Analyzing Body-Worn Camera Video in the Los Angeles Police Department". The purpose of this project is to identify specific features from body worn video footage using machine learning algorithms. Researchers will examine video and audio from LAPD body worn video footage to determine specific interactions between the police and the public.

**1. Definitions**

A. "Protected Confidential Material" includes all written information, whether originals or copies, including but not limited to reports, documents, notes, interviews, electronically stored data, photographs, charts or any other information supplied by the LAPD to Requestors, and it to be treated as non-public and protected from disclosure or dissemination, in accordance with the terms of this Agreement.

**2. Treatment and Use of Protected Confidential Material.** Requestors hereby agree that all Protected Confidential Materials to which they are given access shall remain the property of the City of Los Angeles. Such materials shall be used only for the Project and shall not be used for any other purpose not described in this Agreement. Requestors agree not to copy, disseminate, or allow access to any Protected Confidential Material.

Requestors further agree to secure any Protected Confidential Material received from the LAPD in such a way that unauthorized persons or entities cannot retrieve the information by any means, including but not limited to access via computer, remote terminal, or by any other electronic or non-electronic means.

Requestors acknowledge the confidential nature of the Protected Confidential Material supplied by the LAPD, and agree that disclosure by the Requestors or any individual or group of individuals at the request or direction of the Requestors to anyone not directly identified in this Agreement is strictly prohibited.

**3. Return of Protected Confidential Materials.** Upon completion of the Project, Requestors shall immediately return all Protected Confidential Material in their possession or control, including any and all copies (whether electronic or non-electronic), to the Los Angeles Police

Department. Requestors shall certify in writing that all originals and copies of the material provided under this Agreement have been returned.

**4. Monitoring of Compliance and Demand for Document Return.** The LAPD may monitor, audit and review the Requestors' program activities and policies to ensure compliance with the requirements and conditions of this Agreement. If the LAPD determines that the requirements and conditions of this Agreement are not being satisfactorily met, it may require the immediate return of all copies of the Protected Confidential Material obtained under this Agreement, take such action as deemed appropriate to protect the security and privacy of this material, and refuse any future requests for information or records from the Requestors.

**5. Protection of Personal Identifying Information.** In order to protect the identities of any persons whose records are supplied to the Requestors under this Agreement, Requestors agree to:

- A. Use the Protected Confidential Material furnished under this Agreement only for the purpose described by Requestors.
- B. Replace the name and other personal identifiers with an alphanumeric or other appropriate code for purpose of conducting the necessary project analyses;
- C. Restrict access of all data supplied by LAPD to those individuals whose responsibilities cannot be accomplished without such access; and
- D. Store all Protected Confidential Material received from LAPD in secure locked containers.

**6. Project Treatment.** Requestors agree to insert into the preface of any report citing data analysis conducted on any of the Protected Confidential Material, a disclaimer that the analysis and report are solely the work product of the Requestors and do not represent the position or conclusions of the Los Angeles Police Department.

At the conclusion of the Project, Requestors will provide the LAPD with a copy of any written report derived from the Project. LAPD shall retain the discretion to use the report for whatever purpose or further analysis it deems appropriate.

Requestors acknowledge that any written or oral report generated pursuant to analysis of any of the Protected Confidential Material is not to be published or circulated in any manner other than as explicitly set forth under this Agreement. The City retains sole authority to approve disseminating to individuals, agencies, organizations or entities not parties to this agreement specific information regarding the services, reports, Deliverables and other materials resulting from this Agreement. "Dissemination" as used in this section includes, but is not limited to printed and online articles, reports or publications, and public relations and advertising materials for Requestor's services or participation under this Agreement.

**7. Release from Liability.** Requestors agree that the City of Los Angeles and any of its agents or employees shall not be liable for any acts or omissions arising from the production of the Protected Confidential Material to Requestors, its use by Requestors, or any and all resulting analyses or conclusions derived from the Materials. Requestors shall indemnify and hold the

City of Los Angeles and its employees and officers harmless for any and all claims, lawsuits, causes of action, damages or costs incurred in any adjudication or settlement of claims, including attorney's fees and costs, which may arise from any alleged use or misuse of documents provided by the LAPD pursuant to this Agreement, or by any negligent or willful act or omission on the part of Requestors.

This Agreement will become effective upon signature of the parties.

I/We hereby agree to all conditions and requirements set forth in this Agreement:

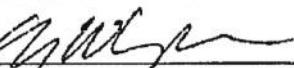
**FOR THE LOS ANGELES  
POLICE DEPARTMENT**

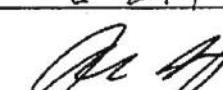


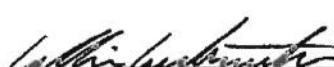
Sean Malinowski, Deputy Chief & Chief of Staff

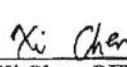
Date: 6-20-17

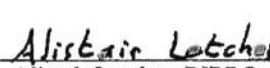
**FOR THE REGENTS OF THE  
UNIVERSITY OF CALIFORNIA LOS  
ANGELES, INSTITUTE FOR PURE  
AND APPLIED MATHEMATICS,  
RESEARCH IN INDUSTRIAL  
PROJECTS FOR STUDENTS 2016**

By:   
Emily W. Loughran, Sr. Director of  
Licensing  
Date: 6-21-17

By:   
Jason Xu, RIPS Academic Mentor  
Date: 6-19-17

By:   
Collin Cademartori, RIPS Student  
Date: 6-19-17

By:   
Xi Chen, RIPS Student  
Date: 6-19-17

By:   
Alistair Letcher, RIPS Student  
Date: 6-19-17

By:   
Jalena Trisovic, RIPS Student  
Date: 6-19-17

## **CONFIDENTIALITY AND NONDISCLOSURE AGREEMENT**

**Between**

**THE LOS ANGELES POLICE DEPARTMENT  
And  
DR. P. JEFFREY BRANTINGHAM  
(Hereafter “Requestor”)**

The undersigned hereby agree to the following as conditions to the receipt and utilization of data from the Los Angeles Police Department (“LAPD”), for the purposes of assisting the LAPD. Changes in daily routines among the public at large brought on by social distancing and stay-at-home orders are expected to impact the volume and distribution of crime and disorder. This research seeks to track those changes using calls-for-service, crime and arrest data provided by the LAPD. The results may be of use to the LAPD in the tactical and strategic management of resources during the crisis.

### **1. Protected Confidential Materials**

“Protected Confidential Materials” includes all information and data, whether originals or copies, including but not limited to reports, documents, notes, interviews, electronically stored data, photographs, charts or any other information supplied to Requestor by or on behalf of the LAPD, and any derivatives of the same Requestor. Requestor shall treat all Protected Confidential Materials as non-public and protected from disclosure or dissemination, in accordance with the terms of this Agreement.

Protected Confidential Materials does not include:

- A. Any information publicly disclosed by LAPD;
- B. Any information LAPD, in writing, authorizes Requestor to disclose without restrictions;
- C. Any information Requestor already lawfully knows at the time it is disclosed by Requestor, without an obligation to keep it confidential;
- D. Any information Requestor lawfully obtains from any source other than LAPD, provided that such source lawfully disclosed such information; or
- E. Any information Requestor independently develops without use of or reference to LAPD’s Information.

## **2. Treatment and Use of Protected Confidential Materials**

Requestor shall draft and deliver to the LAPD a confidential report (the “Confidential Report”) in which Requestor shall articulate the results of Requestor’s analysis of the Protected Confidential Materials and such other related analyses as requested by the LAPD.

Requestor hereby agrees that all Protected Confidential Materials to which he is given access shall remain the property of the City of Los Angeles (“City”). Such materials shall be used only for the Confidential Report and shall not be used for any other purpose not described in this Agreement. Requestor agrees not to copy, disseminate, or allow access to any Protected Confidential Materials. No license under any trademark, patent, copyright, trade secret or other intellectual property or proprietary right is either granted or implied by disclosure of Protected Confidential Materials to Requestor except for the sole right to use the Protected Confidential Materials in relation to the Project and in accordance with this Agreement.

Requestor shall maintain all Protected Confidential Materials and summaries, synopses or abstracts thereof in strict confidence in perpetuity from the effective date of this Agreement, shall not disclose such Protected Confidential Materials to any third party without the prior written consent of the LAPD, and shall not use such material for its own benefit or for the benefit of any third party except for the proof of concept.

Requestor further agrees to secure any Protected Confidential Materials received from the LAPD in such a way that unauthorized persons or entities cannot retrieve the information by any means, including but not limited to access via computer, remote terminal, or by any other electronic or non-electronic means.

Requestor acknowledges the confidential nature of the Protected Confidential Materials supplied by the LAPD, and agrees that disclosure by Requestor or any individual or group of individuals at the request or direction of anyone not directly in this Agreement is strictly prohibited.

## **3. Return of Protected Confidential Materials**

Upon receipt of the Confidential Report, the City may at its sole discretion, require Requestor to immediately return all Protected Confidential Materials in their possession or control, including any and all copies (whether electronic or non-electronic), to the LAPD. Requestor hereby agree that all protected confidential information to which Requestor is given access shall remain the property of the City. Such property shall be used only for the purpose of preparing the Confidential Report and shall not be used for any other purpose not described in this Agreement.

If the LAPD requires Requestor to return Protected Confidential Materials, Requestor shall certify in writing that it has returned to the LAPD all originals and copies of the material provided under this Agreement. The LAPD may also require Requestor to delete, remove, purge or otherwise destroy all Protected Confidential Materials provided to Requestor for delivery of the Confidential Report.

#### **4. LAPD Approval for Disseminating the Confidential Report**

Notwithstanding anything in this Agreement to the contrary, the City, acting by and through the LAPD retains sole authority to approve disseminating to individuals, agencies, organizations or entities not parties to this Agreement specific information regarding the services, reports, deliverables and other materials resulting from this Agreement. “Dissemination” as used in this Agreement includes but is not limited to printed and online public relations and advertising materials for Requestor services or participation under this Agreement. Requestor shall neither disseminate nor allow for the dissemination of any Protected Confidential Materials, including the Confidential Report, absent receipt of the express written consent of the LAPD in advance of any such dissemination.

#### **5. Monitoring of Compliance and Demand for Document Return**

Upon 24 hours prior notice, the LAPD may audit and review Requestor’s activities and policies to ensure compliance with the requirements and conditions of this Agreement. If the LAPD determines that the requirements and conditions of this Agreement are not being satisfactorily met, it may require the immediate return of all copies of the Protected Confidential Materials obtained under this Agreement, take such action as deemed appropriate to protect the security and privacy of this material, and refuse any future requests for information or records from Requestor.

#### **6. Protection of Personal Identifying Information**

In order to protect the identities of any persons whose records are supplied to Requestor under this Agreement, Requestor agrees to:

- A. Use the Protected Confidential Materials furnished under this Agreement only for the Purpose described in this Agreement;
- B. Replace the name and other personal identifiers with an alphanumeric or other appropriate code upon LAPD’s request;
- C. Restrict access of all data supplied by LAPD to those individuals whose responsibilities cannot be accomplished without such access; and
- D. Secure all Protected Confidential Materials received from LAPD.

#### **7. Breach**

In the event of a breach or threatened breach of this Agreement (“Breach”) by Requestor, including disclosure or misuse of, or unauthorized access to, Protected Confidential Materials, Requestor will notify City of the Breach by telephone and in writing within the sooner of (a) such time as required by law or (b) within 24 hours of Requestor’s discovery of Breach. Requestor’s Notice will describe in reasonable detail the Protected Confidential Materials disclosed, misused, accessed, or otherwise at risk. Requestor will take all actions necessary to

immediately prevent any continued unauthorized disclosure of or access to Protected Confidential Materials.

Requestor acknowledges and agrees that any Breach of this Agreement is likely to cause City irreparable harm for which money damages may not be an appropriate or sufficient remedy. Requestor therefore agrees that City is entitled to seek, without the necessity of proof of actual injury, loss, or damage, injunctive or other equitable relief to remedy or prevent any breach or threatened breach of this Agreement. Requestor will not seek to require City to post a bond for such injunctive or other equitable relief. Such remedy is not the exclusive remedy for any breach or threatened breach of this Agreement but is in addition to all other rights and remedies available at law or in equity including, but not limited to, recovery for damages, losses, and expenses of any nature, including attorney's fees.

## **8. Security and Confidentiality Protocols**

Requestor shall provide the LAPD with documented security and confidentiality protocols adopted and implemented by Requestor, and any amendments to such protocols. To the extent, if any, that Requestor is given access to any criminal information subject to federal statutory or regulatory controls, Requestor shall ensure that Requestor's access to, use of, and handling of such information shall comply with these controls.

## **9. Release from Liability**

Requestor agrees that neither the City of Los Angeles, nor any of its agents or employees, shall not be liable for any acts or omissions arising from the production of the Protected Confidential Materials to Requestor or activities by Requestor related to this Agreement. Requestor shall indemnify and hold the City and its employees and officers harmless for any and all claims, lawsuits, causes of action, damages or costs incurred in any adjudication or settlement of claims, including attorney's fees and costs, which may arise from any alleged use or misuse of documents provided by the LAPD pursuant to this Agreement, or by any negligent or willful act or omission on the part of Requestor.

## **10. No Representations or Warranties Regarding Provided Materials**

All materials provided by the LAPD are provided "as is." The LAPD makes no representation or warranty, express or implied, regarding the materials' accuracy, completeness or use. There are no express or implied warranties of merchantability or fitness for a particular purpose, or that the use of the materials will not infringe any patent, copyright, trademark, or other proprietary rights.

## **11. Term**

The term of this Agreement begins on the date by which each of Requestor and the LAPD have executed this Agreement, and the City Attorney has signed this Agreement as to form. This Agreement will terminate three (3) years thereafter, provided, however, that Requestor's obligations for protecting the confidentiality of Protected Confidential Materials survives and continues indefinitely. To the extent that Protected Confidential Materials includes personally

identifiable information, Requestor shall not disclose or use such personally identifiable information at any time without prior written consent of the LAPD.

## **12. General Provisions**

- A. No Waiver. No forbearance, failure or delay in exercising any right, power or privilege is a waiver thereof, nor does any single or partial exercise thereof preclude any other or future exercise thereof, or the exercise of any other right, power or privilege.
- B. Severability. If and to the extent any provision of this Agreement is held invalid or unenforceable at law, such provision will be deemed stricken from the Agreement and the remainder of the Agreement will continue in effect and be valid and enforceable to the fullest extent permitted by law.
- C. Assignment. This Agreement is binding upon and inures to the benefit of the Parties and their heirs, executors, legal and personal representatives, successors and assigns, as the case may be. This Agreement may not be assigned without the written consent of the LAPD and any attempt to assign without such consent is void. If this Agreement is assigned by Requestor, Requestor and assignee will be jointly and severally liable for the performance of assignee under this Agreement.
- D. Applicable Law. This Agreement shall be deemed executed in the State of California and is to be governed and construed by California law, without regard to its choice of law provisions. The Parties agree that jurisdiction and venue for any action to enforce this Agreement are properly in the applicable federal or state court in the City of Los Angeles.
- E. Exclusivity of Obligations. Each Party's obligations hereunder are in addition to, and not exclusive of, any and all of its other obligations and duties to the other Party, whether express or implied in fact or in law.
- F. Amendments and Ambiguities. This Agreement is the entire agreement between the Parties hereunder and may not be modified or amended except by a written instrument signed by both Parties. Each Party has read this Agreement, has had an opportunity to consult with counsel of its choosing regarding the Agreement, understands it, and agrees to be bound by its terms and conditions. There are no understandings or representations with respect to the subject matter hereof, express or implied, that are not stated herein. Ambiguities, if any, in this Agreement shall not be construed against any Party merely because this Agreement and/or any of its provisions have been prepared by a particular party.
- G. Authorized Signatory. Each person whose signature appears hereon represents, warrants and guarantees that he or she has been duly authorized and has full authority to execute this Agreement on behalf of the Party on whose behalf this Agreement is executed.
- H. Future Work. This Agreement is not a commitment by either Party to enter into any transaction or business relationship, nor is it an inducement for either Party to spend

funds or resources. No such agreement will be binding unless and until stated in a writing signed by both Parties.

- I. Notices. Unless otherwise specified herein, all notices, requests, demands, or other communications required or permitted to be given under this Agreement will be given in writing via United States mail addressed to the following:

Michel R. Moore  
Chief of Police  
Los Angeles Police Department  
100 West First Street, Tenth Floor  
Los Angeles, California 90012

Dr. P. Jeffrey Brantingham  
Department of Anthropology  
341 Haines Hall UCLA  
Los Angeles, CA 90095

Notices will be deemed to have been given three (3) days after the date of mailing in accordance with this section.

### **13. Publicity**

Except as agreed to in writing and in advance by the LAPD, Requestor shall not publicize the content or purposes of this Agreement, in any press release or newsletter.

### **14. Counterparts/Electronic Signatures**

This Agreement may be executed in one or more counterparts, and by the parties in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. The parties further agree that facsimile signatures or signatures scanned into .pdf (or signatures in another electronic format designated by City) and sent by e-mail shall be deemed original signatures.

**[SIGNATURE PAGE TO FOLLOW]**

I/We hereby agree to all conditions and requirements set forth in this Agreement:

FOR THE LOS ANGELES  
POLICE DEPARTMENT

FOR  
DR. P. JEFFREY BRANTINGHAM

By: \_\_\_\_\_  
MICHEL R. MOORE  
Chief of Police

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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

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

**APPROVED AS TO FORM:**

MICHAEL N. FEUER, City Attorney

By: \_\_\_\_\_  
SAMUEL PETTY  
Deputy City Attorney

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

---

**From:** Dominic Choi  
**Sent:** Tuesday, April 21, 2020 7:16 PM  
**To:** Jeff Brantingham  
**Subject:** Re: Reviews complete and decision pending for your manuscript JCJ\_2020\_122

Jeff,

COP is supportive of a general NDA. He asked that I reach out to Sam Petty to see if we can get one expedited by tomorrow. I am not optimistic, but will let you know what he says. You may have to sign as a private party and then we can work on a general NDA for all future projects. I will let you know what Sam says.

Thanks,

DOMINIC H. CHOI, Deputy Chief  
Chief of Staff  
Office of the Chief of Police

---

**From:** Jeff Brantingham <branting@ucla.edu>  
**Sent:** Tuesday, April 21, 2020 3:20 PM  
**To:** Dominic Choi <32350@lapd.online>  
**Subject:** Fwd: Reviews complete and decision pending for your manuscript JCJ\_2020\_122

**ATTENTION:** This email originated outside of LAPD. Please use caution when clicking on hyperlinks or opening attachments if you are unfamiliar with the sender.

Hi Dominic:

I am forwarding below a note from the Journal of Criminal Justice indicating that the reviews on the paper looking at impact of "shelter in place" on crime in LA (and Indianapolis) are about to come in.

I therefore need to ask two things given that the NDA governing this research is still not completed:

1. Can we go ahead and publish even without the NDA being executed? The paper includes NO PII nor is the data controversial. This would require approval from the Chief probably with a cc to the Deputy City Attorney (I can include his name and email).
2. We would like to be able to update the analyses. Much has changed in the two weeks since the paper was submitted. But this would require turning on the data feed from ITG. I know who to contact about that, but Chief McMahon and the analysts would need to see the directive.

In the long run we will need to work out a stable research agreement/NDA. It was a surprise that a new NDA was requested for this research specifically as it involves no PII. The failure to get the NDA in place has largely caused our work to come to a grinding halt.

It is a shame, as we want to showcase how LAPDs is leading the way in policing under covid-19 restrictions, but we can't.

Any thoughts?

Jeff  
[REDACTED]

----- Forwarded message -----

From: **Journal of Criminal Justice** <[EviseSupport@elsevier.com](mailto:EviseSupport@elsevier.com)>

Date: Tue, Apr 21, 2020 at 3:03 PM

Subject: Reviews complete and decision pending for your manuscript JCJ\_2020\_122

To: <[branting@ucla.edu](mailto:branting@ucla.edu)>

Reference: JCJ\_2020\_122

Title: Impact of social distancing during COVID-19 pandemic on crime in Los Angeles and Indianapolis

Journal: Journal of Criminal Justice

Dear Dr. Brantingham,

I am pleased to inform you that I have received all the required reviews, which I will now evaluate before making a decision on your manuscript referenced above.

In the event that I need to seek the opinion of an additional reviewer, you may see the status of your manuscript revert briefly from 'Ready for Decision' to 'Under Review'.

To track the status of your manuscript, please log into EVISE®

[http://www.evise.com/evise/faces/pages/navigation/NavController.jspx?JRNL\\_ACR=JCJ](http://www.evise.com/evise/faces/pages/navigation/NavController.jspx?JRNL_ACR=JCJ) and go to 'My Submissions'.

I will inform you once I have made a decision.

Thank you again for submitting your manuscript to Journal of Criminal Justice and for giving me the opportunity to consider your work.

Kind regards,

Journal of Criminal Justice

**Have questions or need assistance?**

For further assistance, please visit our [Customer Support](#) site. Here you can search for solutions on a range of topics, find answers to frequently asked questions, and learn more about EVISE® via interactive tutorials. You can also talk 24/5 to our customer support team by phone and 24/7 by live chat and email.

---

Copyright © 2018 Elsevier B.V. | [Privacy Policy](#)

Elsevier B.V., Radarweg 29, 1043 NX Amsterdam, The Netherlands, Reg. No. 33156677.

**From:** Barak Vaughn <barak.vaughn@lacity.org>  
**Sent:** Tuesday, April 21, 2020 5:53 PM  
**To:** Sarmiento, Yessenia  
**Cc:** James Aceron;Brantingham, P. Jeffery;Fong, Jim;ORA PATS Records;LAPD Contracts;Barbra Ann Montesquieu;Thomas Brennan;Stella Larracas  
**Subject:** Re: UCLA Brantingham Agreement- PATS No. 20201004

**ATTENTION:** This email originated outside of LAPD. Please use caution when clicking on hyperlinks or opening attachments if you are unfamiliar with the sender.

Thank you Yessenia. Will review as soon as possible and schedule a call thereafter. I will check with my colleagues about scheduling a call for next week.

On Tue, Apr 21, 2020 at 5:32 PM Sarmiento, Yessenia <[yessenia.sarmiento@research.ucla.edu](mailto:yessenia.sarmiento@research.ucla.edu)> wrote:

Dear Barak and James,

Hope you are well and safe!

Please find attached the agreement containing our response to each of your comments and the proposed Indemnification language. In addition, we would like to schedule a call to further discuss sections 405, 504 and PSC-21 to clarify and finalize the language. Please let me know your availability for this week and early next week. I will then send the conference call information.

All the best,

Yessenia Sarmiento, CRA

Contract & Grant Officer

*University of California, Los Angeles*

*Office of Contract & Grant Administration*

*10889 Wilshire Blvd., Suite 700*

*Los Angeles, CA 90095-1406*

Tel: 310-794-0393

[Yessenia.sarmiento@research.ucla.edu](mailto:Yessenia.sarmiento@research.ucla.edu)

\*Proposals are due to OCGA **five business days** prior to sponsor deadline\*

For OCGA forms, templates, and Commonly Needed Information, please contact:

Helen Kim, Contract & Grant Specialist: (310) 794-9636; [helen.kim@research.ucla.edu](mailto:helen.kim@research.ucla.edu)

---

**From:** Sarmiento, Yessenia  
**Sent:** Wednesday, April 15, 2020 6:31 PM  
**To:** Barak Vaughn <[barak.vaughn@lacity.org](mailto:barak.vaughn@lacity.org)>  
**Cc:** James Aceron <[n5254@lapd.online](mailto:n5254@lapd.online)>; Brantingham, P. Jeffery <[branting@ucla.edu](mailto:branting@ucla.edu)>; Fong, Jim <[jim.fong@research.ucla.edu](mailto:jim.fong@research.ucla.edu)>; ORA PATS Records <[PATSRecords@research.ucla.edu](mailto:PATSRecords@research.ucla.edu)>; LAPD Contracts <[LAPDContracts@lapd.online](mailto:LAPDContracts@lapd.online)>; Barbra Ann Montesquieu <[n3202@lapd.online](mailto:n3202@lapd.online)>; Thomas Brennan <[g9422@lapd.online](mailto:g9422@lapd.online)>; Stella Larracas <[n3371@lapd.online](mailto:n3371@lapd.online)>  
**Subject:** RE: UCLA Brantingham Agreement- PATS No. 20201004

Dear Barak and James,

I am following up on the proposed Indemnification language and hoping we can schedule a call to discuss Section 405 (Inventions, Patents, and Copyrights) and PSC-21 (Ownership and License).

Jim and I are available this Friday afternoon for a call. If Friday afternoon works, can you send me some times you are available? I can then send the call in information.

All the best,

Yessenia Sarmiento, CRA

Contract & Grant Officer

*University of California, Los Angeles*

*Office of Contract & Grant Administration*

10889 Wilshire Blvd., Suite 700

Los Angeles, CA 90095-1406

Tel: 310-794-0393

[Yessenia.sarmiento@research.ucla.edu](mailto:Yessenia.sarmiento@research.ucla.edu)

\*Proposals are due to OCGA **five business days** prior to sponsor deadline\*

For OCGA forms, templates, and Commonly Needed Information, please contact:

Helen Kim, Contract & Grant Specialist: (310) 794-9636; [helen.kim@research.ucla.edu](mailto:helen.kim@research.ucla.edu)

---

**From:** Sarmiento, Yessenia  
**Sent:** Tuesday, April 7, 2020 5:45 PM  
**To:** Barak Vaughn <[barak.vaughn@lacity.org](mailto:barak.vaughn@lacity.org)>  
**Cc:** James Aceron <[n5254@lapd.online](mailto:n5254@lapd.online)>; Brantingham, P. Jeffery <[branting@ucla.edu](mailto:branting@ucla.edu)>; Fong, Jim <[jim.fong@research.ucla.edu](mailto:jim.fong@research.ucla.edu)>; ORA PATS Records <[PATSRecords@research.ucla.edu](mailto:PATSRecords@research.ucla.edu)>; LAPD Contracts <[LAPDContracts@lapd.online](mailto:LAPDContracts@lapd.online)>; Barbra Ann Montesquieu <[n3202@lapd.online](mailto:n3202@lapd.online)>; Thomas Brennan <[g9422@lapd.online](mailto:g9422@lapd.online)>; Stella Larracas <[n3371@lapd.online](mailto:n3371@lapd.online)>  
**Subject:** RE: UCLA Brantingham Agreement- PATS No. 20201004

Hi Barak,

Thank you for the update.

Just want to be clear that the proposed language that was sent on 03/31/2020 is only in regards to the Indemnification language. (PSC-18, PSC-19, PSC-20, and PSC-23) We will await your comments and the scheduled call.

Stay well!

All the best,

Yessenia Sarmiento, CRA

Contract & Grant Officer

*University of California, Los Angeles*

*Office of Contract & Grant Administration*

*10889 Wilshire Blvd., Suite 700*

*Los Angeles, CA 90095-1406*

Tel: 310-794-0393

[Yessenia.sarmiento@research.ucla.edu](mailto:Yessenia.sarmiento@research.ucla.edu)

\*Proposals are due to OCGA **five business days** prior to sponsor deadline\*

For OCGA forms, templates, and Commonly Needed Information, please contact:

Helen Kim, Contract & Grant Specialist: (310) 794-9636; [helen.kim@research.ucla.edu](mailto:helen.kim@research.ucla.edu)

**From:** Barak Vaughn <[barak.vaughn@lacity.org](mailto:barak.vaughn@lacity.org)>

**Sent:** Tuesday, April 7, 2020 5:35 PM

**To:** Sarmiento, Yessenia <[yessenia.sarmiento@research.ucla.edu](mailto:yessenia.sarmiento@research.ucla.edu)>

**Cc:** James Aceron <[n5254@lapd.online](mailto:n5254@lapd.online)>; Brantingham, P. Jeffery <[branting@ucla.edu](mailto:branting@ucla.edu)>; Fong, Jim <[jim.fong@research.ucla.edu](mailto:jim.fong@research.ucla.edu)>; ORA PATS Records <[PATSRecords@research.ucla.edu](mailto:PATSRecords@research.ucla.edu)>; LAPD Contracts <[LAPDContracts@lapd.online](mailto:LAPDContracts@lapd.online)>; Barbra Ann Montesquieu <[n3202@lapd.online](mailto:n3202@lapd.online)>; Thomas Brennan <[g9422@lapd.online](mailto:g9422@lapd.online)>; Stella Larracas <[n3371@lapd.online](mailto:n3371@lapd.online)>

**Subject:** Re: UCLA Brantingham Agreement- PATS No. 20201004

Good evening Yessenia:

I hope you are staying safe. Your proposed language on several issues is being evaluated by LAPD. Once we receive its position on some of your proposed changes and incorporate any proposed changes from our office, we will set up the call. I am hopeful it will be by next week.

On Tue, Apr 7, 2020, 5:23 PM Sarmiento, Yessenia <[yessenia.sarmiento@research.ucla.edu](mailto:yessenia.sarmiento@research.ucla.edu)> wrote:

Dear Barak,

Hope all is well! Just a friendly follow up on the proposed language provided and the conference call to be scheduled.

If you have any questions, please do not hesitate to contact me.

All the best,

Yessenia Sarmiento, CRA

Contract & Grant Officer

*University of California, Los Angeles*

*Office of Contract & Grant Administration*

*10889 Wilshire Blvd., Suite 700*

*Los Angeles, CA 90095-1406*

Tel: 310-794-0393

[yessenia.sarmiento@research.ucla.edu](mailto:yessenia.sarmiento@research.ucla.edu)

\*Proposals are due to OCGA ***five business days*** prior to sponsor deadline\*

For OCGA forms, templates, and Commonly Needed Information, please contact:

Helen Kim, Contract & Grant Specialist: (310) 794-9636; [helen.kim@research.ucla.edu](mailto:helen.kim@research.ucla.edu)

---

**From:** Sarmiento, Yessenia  
**Sent:** Tuesday, March 31, 2020 2:08 PM  
**To:** 'Barak Vaughn' <[barak.vaughn@lacity.org](mailto:barak.vaughn@lacity.org)>  
**Cc:** James Aceron <[n5254@lapd.online](mailto:n5254@lapd.online)>; Brantingham, P. Jeffery <[branting@ucla.edu](mailto:branting@ucla.edu)>; Fong, Jim <[jim.fong@research.ucla.edu](mailto:jim.fong@research.ucla.edu)>; ORA PATS Records <[PATSRecords@research.ucla.edu](mailto:PATSRecords@research.ucla.edu)>; LAPD Contracts <[LAPDContracts@lapd.online](mailto:LAPDContracts@lapd.online)>; Barbra Ann Montesquieu <[n3202@lapd.online](mailto:n3202@lapd.online)>; Thomas Brennan <[g9422@lapd.online](mailto:g9422@lapd.online)>; Stella Larracas <[n3371@lapd.online](mailto:n3371@lapd.online)>  
**Subject:** RE: UCLA Brantingham Agreement- PATS No. 20201004

Dear Barak,

Thank you for getting back to me.

As suggested, please find attached the redlined agreement containing proposed language from our Risk Management office specifically to following clauses:

PSC-18, PSC-19, PSC-20, and PSC-23

We can discuss this further on the upcoming call.

All the best,

Yessenia Sarmiento, CRA

Contract & Grant Officer

*University of California, Los Angeles*

*Office of Contract & Grant Administration*

*10889 Wilshire Blvd., Suite 700*

*Los Angeles, CA 90095-1406*

Tel: 310-794-0393

[Yessenia.sarmiento@research.ucla.edu](mailto:Yessenia.sarmiento@research.ucla.edu)

\*Proposals are due to OCGA **five business days** prior to sponsor deadline\*

For OCGA forms, templates, and Commonly Needed Information, please contact:

Helen Kim, Contract & Grant Specialist: (310) 794-9636; [helen.kim@research.ucla.edu](mailto:helen.kim@research.ucla.edu)

**From:** Barak Vaughn <[barak.vaughn@lacity.org](mailto:barak.vaughn@lacity.org)>

**Sent:** Monday, March 30, 2020 6:18 PM

**To:** Sarmiento, Yessenia <[yessenia.sarmiento@research.ucla.edu](mailto:yessenia.sarmiento@research.ucla.edu)>

**Cc:** James Aceron <[n5254@lapd.online](mailto:n5254@lapd.online)>; Brantingham, P. Jeffery <[branting@ucla.edu](mailto:branting@ucla.edu)>; Fong, Jim <[jim.fong@research.ucla.edu](mailto:jim.fong@research.ucla.edu)>; ORA PATS Records <[PATSRecords@research.ucla.edu](mailto:PATSRecords@research.ucla.edu)>; LAPD Contracts <[LAPDContracts@lapd.online](mailto:LAPDContracts@lapd.online)>; Barbra Ann Montesquieu <[n3202@lapd.online](mailto:n3202@lapd.online)>; Thomas Brennan <[g9422@lapd.online](mailto:g9422@lapd.online)>; Stella Larracas <[n3371@lapd.online](mailto:n3371@lapd.online)>

**Subject:** Re: UCLA Brantingham Agreement- PATS No. 20201004

Yessenia:

I will confer with my colleagues and get back to you about proposed dates and times.

On Mon, Mar 30, 2020, 12:28 PM Sarmiento, Yessenia <[yessenia.sarmiento@research.ucla.edu](mailto:yessenia.sarmiento@research.ucla.edu)> wrote:

Hello James and Barak,

Hope all is well and you are safe! Thank you for getting back to me and thank you for accepting our revisions.

We would like to schedule a call to discuss Section 405 (Inventions, Patents, and Copyrights) and PSC-21 (Ownership and License) which we believe can be finalized with a discussion. Jim and I are available in the afternoons for a conference call this week. If you can provide me the days and times that would work best for you, I can send the call in information.

We will also be requesting proposed language from our Risk Management Office in regards to the indemnification clauses and will bring this back to your attention for review as soon as possible.

We are hopeful the IP and indemnification language in the agreement can be finalized and the agreement can move forward for signatures.

We appreciate your assistance and will speak to you soon.

All the best,

Yessenia Sarmiento, CRA

Contract & Grant Officer

*University of California, Los Angeles*

*Office of Contract & Grant Administration*

*10889 Wilshire Blvd., Suite 700*

*Los Angeles, CA 90095-1406*

Tel: 310-794-0393

[Yessenia.sarmiento@research.ucla.edu](mailto:Yessenia.sarmiento@research.ucla.edu)

\*Proposals are due to OCGA ***five business days*** prior to sponsor deadline\*

For OCGA forms, templates, and Commonly Needed Information, please contact:

Helen Kim, Contract & Grant Specialist: (310) 794-9636; [helen.kim@research.ucla.edu](mailto:helen.kim@research.ucla.edu)

---

**From:** James Aceron <[n5254@lapd.online](mailto:n5254@lapd.online)>  
**Sent:** Friday, March 27, 2020 11:24 AM  
**To:** Sarmiento, Yessenia <[yessenia.sarmiento@research.ucla.edu](mailto:yessenia.sarmiento@research.ucla.edu)>  
**Cc:** Brantingham, P. Jeffery <[branting@ucla.edu](mailto:branting@ucla.edu)>; Fong, Jim <[jim.fong@research.ucla.edu](mailto:jim.fong@research.ucla.edu)>; ORA PATS Records <[PATSRecords@research.ucla.edu](mailto:PATSRecords@research.ucla.edu)>; LAPD Contracts <[LAPDContracts@lapd.online](mailto:LAPDContracts@lapd.online)>; Barbra Ann Montesquieu <[n3202@lapd.online](mailto:n3202@lapd.online)>; Thomas Brennan <[g9422@lapd.online](mailto:g9422@lapd.online)>; Barak Vaughn <[barak.vaughn@lacity.org](mailto:barak.vaughn@lacity.org)>; Stella Larracas <[n3371@lapd.online](mailto:n3371@lapd.online)>  
**Subject:** Re: UCLA Brantingham Agreement- PATS No. 20201004

Hi Yessenia,

Hope you are well and safe during these challenging times. With regard to the contract, please find the latest draft with the City Attorney's comments to UCLA's latest redlines. In addition, I removed the NRA Ordinance section, as it is no longer in effect, and added a section indicating that e-signatures can now be used to execute the contract.

As you can surmise from reading the draft, we are unable to move forward with the contract, based on UCLA's latest redlines. We are certainly open to suggestions that might resolve this impasse.

Best regards,

James

James T. Aceron, Serial No. N5254

Senior Management Analyst II

Officer in Charge, Contracts Section

Fiscal Operations Division

Los Angeles Police Department

100 West First Street, Suite 767

Los Angeles, CA 90012

[REDACTED]  
Main Line: (213) 486-0112

[N5254@lapd.online](mailto:N5254@lapd.online)

CONFIDENTIALITY NOTICE: This communication with its contents may contain confidential and/or legally privileged information. It is solely for the use of the intended recipient(s). Unauthorized interception, review, use or disclosure is prohibited and may violate applicable laws including the Electronic Communications Privacy Act. If you are not the intended recipient, please contact the sender and destroy all copies of the communication.

---

**From:** Sarmiento, Yessenia <[yessenia.sarmiento@research.ucla.edu](mailto:yessenia.sarmiento@research.ucla.edu)>  
**Sent:** Tuesday, March 24, 2020 3:52 PM  
**To:** Barak Vaughn <[barak.vaughn@lacity.org](mailto:barak.vaughn@lacity.org)>  
**Cc:** James Aceron <[n5254@lapd.online](mailto:n5254@lapd.online)>; Brantingham, P. Jeffery <[branting@ucla.edu](mailto:branting@ucla.edu)>; Fong, Jim <[jim.fong@research.ucla.edu](mailto:jim.fong@research.ucla.edu)>; ORA PATS Records <[PATSRecords@research.ucla.edu](mailto:PATSRecords@research.ucla.edu)>; LAPD Contracts <[LAPDContracts@lapd.online](mailto:LAPDContracts@lapd.online)>; Barbra Ann Montesquieu <[n3202@lapd.online](mailto:n3202@lapd.online)>  
**Subject:** RE: UCLA Brantingham Agreement- PATS No. 20201004

.....

**ATTENTION:** This email originated outside of LAPD. Please use caution when clicking on hyperlinks or opening attachments if you are unfamiliar with the sender.

.....

Good morning James,

Hope all is well.

I am following up on your meeting and the redlined agreement. If you or Mr. Vaughn have any questions, please do not hesitate to contact me.

All the best,

Yessenia Sarmiento, CRA

Contract & Grant Officer

*University of California, Los Angeles*

*Office of Contract & Grant Administration*

*10889 Wilshire Blvd., Suite 700*

*Los Angeles, CA 90095-1406*

Tel: 310-794-0393

[Yessenia.sarmiento@research.ucla.edu](mailto:Yessenia.sarmiento@research.ucla.edu)

\*Proposals are due to OCGA **five business days** prior to sponsor deadline\*

For OCGA forms, templates, and Commonly Needed Information, please contact:

Helen Kim, Contract & Grant Specialist: (310) 794-9636; [helen.kim@research.ucla.edu](mailto:helen.kim@research.ucla.edu)

---

**From:** Sarmiento, Yessenia  
**Sent:** Monday, March 9, 2020 3:20 PM  
**To:** Barak Vaughn <[barak.vaughn@lacity.org](mailto:barak.vaughn@lacity.org)>  
**Cc:** James Aceron <[n5254@lapd.online](mailto:n5254@lapd.online)>; Brantingham, P. Jeffery <[branting@ucla.edu](mailto:branting@ucla.edu)>; Fong, Jim <[jim.fong@research.ucla.edu](mailto:jim.fong@research.ucla.edu)>; ORA PATS Records <[PATSRecords@research.ucla.edu](mailto:PATSRecords@research.ucla.edu)>; LAPD Contracts <[LAPDContracts@lapd.online](mailto:LAPDContracts@lapd.online)>; Barbra Ann Montesquieu <[n3202@lapd.online](mailto:n3202@lapd.online)>  
**Subject:** RE: UCLA Brantingham Agreement- PATS No. 20201004

Thank you for the update.

All the best,

Yessenia Sarmiento, CRA

Contract & Grant Officer

*University of California, Los Angeles*

*Office of Contract & Grant Administration*

*10889 Wilshire Blvd., Suite 700*

*Los Angeles, CA 90095-1406*

Tel: 310-794-0393

[Yessenia.sarmiento@research.ucla.edu](mailto:Yessenia.sarmiento@research.ucla.edu)

\*Proposals are due to OCGA **five business days** prior to sponsor deadline\*

For OCGA forms, templates, and Commonly Needed Information, please contact:

Helen Kim, Contract & Grant Specialist: (310) 794-9636; [helen.kim@research.ucla.edu](mailto:helen.kim@research.ucla.edu)

**From:** Barak Vaughn <[barak.vaughn@lacity.org](mailto:barak.vaughn@lacity.org)>

**Sent:** Monday, March 9, 2020 2:59 PM

**To:** Sarmiento, Yessenia <[yessenia.sarmiento@research.ucla.edu](mailto:yessenia.sarmiento@research.ucla.edu)>

**Cc:** James Aceron <[n5254@lapd.online](mailto:n5254@lapd.online)>; Brantingham, P. Jeffery <[branting@ucla.edu](mailto:branting@ucla.edu)>; Fong, Jim <[jim.fong@research.ucla.edu](mailto:jim.fong@research.ucla.edu)>; ORA PATS Records <[PATSRecords@research.ucla.edu](mailto:PATSRecords@research.ucla.edu)>; LAPD Contracts <[LAPDContracts@lapd.online](mailto:LAPDContracts@lapd.online)>; Barbra Ann Montesquieu <[n3202@lapd.online](mailto:n3202@lapd.online)>

**Subject:** Re: UCLA Brantingham Agreement- PATS No. 20201004

Good Afternoon Yessenia:

We are in the process of getting the City team together to discuss the redlines to the Agreement and the extensive redlines to the Standard Provisions. Once that meeting takes place, we will set up a telephonic conference with UCLA regarding the redlines. I estimate that will occur within the next 7 to 10 days.

On Mon, Mar 9, 2020 at 2:45 PM Sarmiento, Yessenia <[yessenia.sarmiento@research.ucla.edu](mailto:yessenia.sarmiento@research.ucla.edu)> wrote:

Good morning James,

Just a friendly follow up on the redlined agreement. If you or Mr. Vaughn have any questions, please do not hesitate to contact me.

All the best,  
Yessenia Sarmiento, CRA  
Contract & Grant Officer  
University of California, Los Angeles  
Office of Contract & Grant Administration  
10889 Wilshire Blvd., Suite 700  
Los Angeles, CA 90095-1406  
Tel: 310-794-0393  
[yessenia.sarmiento@research.ucla.edu](mailto:yessenia.sarmiento@research.ucla.edu)

\*Proposals are due to OCGA five business days prior to sponsor deadline\*

For OCGA forms, templates, and Commonly Needed Information, please contact:

Helen Kim, Contract & Grant Specialist: (310) 794-9636; [helen.kim@research.ucla.edu](mailto:helen.kim@research.ucla.edu)

-----Original Message-----

From: Sarmiento, Yessenia  
Sent: Wednesday, March 4, 2020 7:36 AM  
To: James Aceron <[n5254@lapd.online](mailto:n5254@lapd.online)>; Brantingham, P. Jeffery <[branting@ucla.edu](mailto:branting@ucla.edu)>  
Cc: Fong, Jim <[jim.fong@research.ucla.edu](mailto:jim.fong@research.ucla.edu)>; Kim, Helen <[helen.kim@research.ucla.edu](mailto:helen.kim@research.ucla.edu)>; ORA PATS Records <[PATSRecords@research.ucla.edu](mailto:PATSRecords@research.ucla.edu)>; LAPD Contracts <[LAPDContracts@lapd.online](mailto:LAPDContracts@lapd.online)>; Barak Vaughn <[barak.vaughn@lacity.org](mailto:barak.vaughn@lacity.org)>; Barbra Ann Montesquieu <[n3202@lapd.online](mailto:n3202@lapd.online)>  
Subject: RE: UCLA Brantingham Agreement- PATS No. 20201004

Good morning James,

We are following up on the redlined agreement. If you or Mr. Vaughn have any questions, please do not hesitate to contact me.

All the best,

Yessenia Sarmiento, CRA  
Contract & Grant Officer  
University of California, Los Angeles  
Office of Contract & Grant Administration  
10889 Wilshire Blvd., Suite 700  
Los Angeles, CA 90095-1406  
Tel: 310-794-0393

[Yessenia.sarmiento@research.ucla.edu](mailto:Yessenia.sarmiento@research.ucla.edu)

\*Proposals are due to OCGA five business days prior to sponsor deadline\*

For OCGA forms, templates, and Commonly Needed Information, please contact:

Helen Kim, Contract & Grant Specialist: (310) 794-9636; [helen.kim@research.ucla.edu](mailto:helen.kim@research.ucla.edu)

-----Original Message-----

From: James Aceron <[n5254@lapd.online](mailto:n5254@lapd.online)>  
Sent: Wednesday, February 26, 2020 12:41 PM  
To: Sarmiento, Yessenia <[yessenia.sarmiento@research.ucla.edu](mailto:yessenia.sarmiento@research.ucla.edu)>; Brantingham, P. Jeffery <[branting@ucla.edu](mailto:branting@ucla.edu)>  
Cc: Fong, Jim <[jim.fong@research.ucla.edu](mailto:jim.fong@research.ucla.edu)>; Kim, Helen <[helen.kim@research.ucla.edu](mailto:helen.kim@research.ucla.edu)>; ORA PATS Records <[PATSRecords@research.ucla.edu](mailto:PATSRecords@research.ucla.edu)>; LAPD Contracts <[LAPDContracts@lapd.online](mailto:LAPDContracts@lapd.online)>; Barak Vaughn <[barak.vaughn@lacity.org](mailto:barak.vaughn@lacity.org)>; Barbra Ann Montesquieu <[n3202@lapd.online](mailto:n3202@lapd.online)>  
Subject: Re: UCLA Brantingham Agreement- PATS No. 20201004

Hi Yessenia,

Thank you for the revised draft. We'll get back to you as soon as Barak Vaughn, our City Attorney, completes his review.

Best regards,

James

James T. Aceron, Serial No. N5254  
Senior Management Analyst II  
Officer in Charge, Contracts Section  
Fiscal Operations Division  
Los Angeles Police Department  
100 West First Street, Suite 767  
Los Angeles, CA 90012

[REDACTED]  
Main Line: (213) 486-0112  
[N5254@lapd.online](mailto:N5254@lapd.online)

CONFIDENTIALITY NOTICE: This communication with its contents may contain confidential and/or legally privileged information. It is solely for the use of the intended recipient(s). Unauthorized interception, review, use or disclosure is prohibited and may violate applicable laws including the Electronic Communications Privacy Act. If you are not the intended recipient, please contact the sender and destroy all copies of the communication.

---

From: Sarmiento, Yessenia <[yessenia.sarmiento@research.ucla.edu](mailto:yessenia.sarmiento@research.ucla.edu)>  
Sent: Wednesday, February 26, 2020 12:21 PM  
To: James Aceron; Brantingham, P. Jeffery  
Cc: Fong, Jim; Kim, Helen; ORA PATS Records; LAPD Contracts; Barak Vaughn; Barbra Ann Montesquieu; Rachel Rodriguez; Jeffrey Bert  
Subject: RE: UCLA Brantingham Agreement- PATS No. 20201004

ATTENTION: This email originated outside of LAPD. Please use caution when clicking on hyperlinks or opening attachments if you are unfamiliar with the sender.

Hello James,

Please find attached the redlined agreement. If you or the City Attorney have any questions, please feel free to contact me.

We appreciate your assistance in finalizing this agreement.

All the best,  
Yessenia Sarmiento, CRA  
Contract & Grant Officer  
University of California, Los Angeles  
Office of Contract & Grant Administration  
10889 Wilshire Blvd., Suite 700  
Los Angeles, CA 90095-1406  
Tel: 310-794-0393  
[yessenia.sarmiento@research.ucla.edu](mailto:yessenia.sarmiento@research.ucla.edu)

\*Proposals are due to OCGA five business days prior to sponsor deadline\*

For OCGA forms, templates, and Commonly Needed Information, please contact:

Helen Kim, Contract & Grant Specialist: (310) 794-9636; [helen.kim@research.ucla.edu](mailto:helen.kim@research.ucla.edu)

-----Original Message-----

From: James Aceron <[n5254@lapd.online](mailto:n5254@lapd.online)>  
Sent: Friday, February 21, 2020 9:40 AM  
To: Sarmiento, Yessenia <[yessenia.sarmiento@research.ucla.edu](mailto:yessenia.sarmiento@research.ucla.edu)>; Brantingham, P. Jeffery <[branting@ucla.edu](mailto:branting@ucla.edu)>  
Cc: Fong, Jim <[jim.fong@research.ucla.edu](mailto:jim.fong@research.ucla.edu)>; Kim, Helen <[helen.kim@research.ucla.edu](mailto:helen.kim@research.ucla.edu)>; ORA PATS Records <[PATSRecords@research.ucla.edu](mailto:PATSRecords@research.ucla.edu)>; LAPD Contracts <[LAPDContracts@lapd.online](mailto:LAPDContracts@lapd.online)>; Barak Vaughn <[barak.vaughn@lacity.org](mailto:barak.vaughn@lacity.org)>; Barbra Ann Montesquieu <[n3202@lapd.online](mailto:n3202@lapd.online)>; Rachel Rodriguez <[37455@lapd.online](mailto:37455@lapd.online)>; Jeffrey Bert <[33112@lapd.online](mailto:33112@lapd.online)>  
Subject: Re: UCLA Brantingham Agreement- PATS No. 20201004

Hi Yessenia,

I'm just following up on where UCLA is at with the contract, based on our January 29, 2020 teleconference with the City Attorney. Any idea when we should expect it?

Thanks,

James

James T. Aceron, Serial No. N5254  
Senior Management Analyst II  
Officer in Charge, Contracts Section  
Fiscal Operations Division  
Los Angeles Police Department  
100 West First Street, Suite 767  
Los Angeles, CA 90012

[REDACTED]  
Main Line: (213) 486-0112

[N5254@lapd.online](mailto:N5254@lapd.online)

CONFIDENTIALITY NOTICE: This communication with its contents may contain confidential and/or legally privileged information. It is solely for the use of the intended recipient(s). Unauthorized interception, review, use or disclosure is prohibited and may violate applicable laws including the Electronic Communications Privacy Act. If you are not the intended recipient, please contact the sender and destroy all copies of the communication.

---

From: Sarmiento, Yessenia <[yessenia.sarmiento@research.ucla.edu](mailto:yessenia.sarmiento@research.ucla.edu)>  
Sent: Monday, January 27, 2020 8:28 AM  
To: James Aceron; Brantingham, P. Jeffery  
Cc: Fong, Jim; Kim, Helen; ORA PATS Records; LAPD Contracts; Barak Vaughn; Barbra Ann Montesquieu; Rachel Rodriguez; Jeffrey Bert  
Subject: RE: UCLA Brantingham Agreement- PATS No. 20201004

ATTENTION: This email originated outside of LAPD. Please use caution when clicking on hyperlinks or opening attachments if you are unfamiliar with the sender.

Good morning James and Jeff,

Please see below the call-in information for our conference call scheduled Wednesday, January 29th at 10AM:

Dial: 1 669 900 6833 US (San Jose)

Meeting ID: [REDACTED]

Speak to you soon,  
Yessenia Sarmiento, CRA  
Contract & Grant Officer  
University of California, Los Angeles  
Office of Contract & Grant Administration  
10889 Wilshire Blvd., Suite 700  
Los Angeles, CA 90095-1406  
Tel: 310-794-0393

[Yessenia.sarmiento@research.ucla.edu](mailto:Yessenia.sarmiento@research.ucla.edu)<mailto:[Yessenia.sarmiento@research.ucla.edu](mailto:Yessenia.sarmiento@research.ucla.edu)>

\*Proposals are due to OCGA five business days prior to sponsor deadline\*

For OCGA forms, templates, and Commonly Needed Information, please contact:

Helen Kim, Contract & Grant Specialist: (310) 794-9636;  
[helen.kim@research.ucla.edu](mailto:helen.kim@research.ucla.edu)<mailto:[helen.kim@research.ucla.edu](mailto:helen.kim@research.ucla.edu)>

From: James Aceron <[n5254@lapd.online](mailto:n5254@lapd.online)>

Sent: Friday, January 24, 2020 3:10 PM

To: Brantingham, P. Jeffery <[branting@ucla.edu](mailto:branting@ucla.edu)>; Sarmiento, Yessenia <[yessenia.sarmiento@research.ucla.edu](mailto:yessenia.sarmiento@research.ucla.edu)>  
Cc: Fong, Jim <[jim.fong@research.ucla.edu](mailto:jim.fong@research.ucla.edu)>; Kim, Helen <[helen.kim@research.ucla.edu](mailto:helen.kim@research.ucla.edu)>; ORA PATS Records <[PATSRecords@research.ucla.edu](mailto:PATSRecords@research.ucla.edu)>; LAPD Contracts <[LAPDContracts@lapd.online](mailto:LAPDContracts@lapd.online)>; Barak Vaughn <[barak.vaughn@lacity.org](mailto:barak.vaughn@lacity.org)>; Barbra Ann Montesquieu <[n3202@lapd.online](mailto:n3202@lapd.online)>; Rachel Rodriguez <[37455@lapd.online](mailto:37455@lapd.online)>; Jeffrey Bert <[33112@lapd.online](mailto:33112@lapd.online)>

Subject: Re: UCLA Brantingham Agreement- PATS No. 20201004

Okay, Wednesday, 10 a.m. - 12 noon, it is.

Best regards,

James

---

From: Jeff Brantingham <[branting@ucla.edu](mailto:branting@ucla.edu)<mailto:[branting@ucla.edu](mailto:branting@ucla.edu)>>

Sent: Friday, January 24, 2020 2:52 PM

To: Sarmiento, Yessenia <[yessenia.sarmiento@research.ucla.edu](mailto:yessenia.sarmiento@research.ucla.edu)<mailto:[yessenia.sarmiento@research.ucla.edu](mailto:yessenia.sarmiento@research.ucla.edu)>>  
Cc: James Aceron <[n5254@lapd.online](mailto:n5254@lapd.online)<mailto:[n5254@lapd.online](mailto:n5254@lapd.online)>>; Fong, Jim <[jim.fong@research.ucla.edu](mailto:jim.fong@research.ucla.edu)<mailto:[jim.fong@research.ucla.edu](mailto:jim.fong@research.ucla.edu)>>; Kim, Helen <[helen.kim@research.ucla.edu](mailto:helen.kim@research.ucla.edu)<mailto:[helen.kim@research.ucla.edu](mailto:helen.kim@research.ucla.edu)>>; ORA PATS Records <[PATSRecords@research.ucla.edu](mailto:PATSRecords@research.ucla.edu)<mailto:[PATSRecords@research.ucla.edu](mailto:PATSRecords@research.ucla.edu)>>; LAPD Contracts <[LAPDContracts@lapd.online](mailto:LAPDContracts@lapd.online)<mailto:[LAPDContracts@lapd.online](mailto:LAPDContracts@lapd.online)>>; Barak Vaughn <[barak.vaughn@lacity.org](mailto:barak.vaughn@lacity.org)<mailto:[barak.vaughn@lacity.org](mailto:barak.vaughn@lacity.org)>>; Barbra Ann Montesquieu <[n3202@lapd.online](mailto:n3202@lapd.online)<mailto:[n3202@lapd.online](mailto:n3202@lapd.online)>>; Rachel Rodriguez

<37455@lapd.online<mailto:[37455@lapd.online](mailto:37455@lapd.online)>>; Jeffrey Bert <33112@lapd.online<mailto:[33112@lapd.online](mailto:33112@lapd.online)>>  
Subject: Re: UCLA Brantingham Agreement- PATS No. 20201004

ATTENTION: This email originated outside of LAPD. Please use caution when clicking on hyperlinks or opening attachments if you are unfamiliar with the sender.

Hello All:

I have put Wednesday Jan 29, 10AM-12PM in my calendar.

Sincerely,  
Jeff

On Fri, Jan 24, 2020 at 2:49 PM Sarmiento, Yessenia

<[yessenia.sarmiento@research.ucla.edu](mailto:yessenia.sarmiento@research.ucla.edu)<mailto:[yessenia.sarmiento@research.ucla.edu](mailto:yessenia.sarmiento@research.ucla.edu)>> wrote:  
Hi Jim and James,

Wednesday 10am-12pm works for me as well. Once we hear back from Dr. Brantingham, I can share the conference call information.

Best,  
Yessenia

---

From: James Aceron <n5254@lapd.online<mailto:[n5254@lapd.online](mailto:n5254@lapd.online)>>  
Sent: Friday, January 24, 2020 11:23:28 AM  
To: Fong, Jim <[jim.fong@research.ucla.edu](mailto:jim.fong@research.ucla.edu)<mailto:[jim.fong@research.ucla.edu](mailto:jim.fong@research.ucla.edu)>>; Sarmiento, Yessenia  
<[yessenia.sarmiento@research.ucla.edu](mailto:yessenia.sarmiento@research.ucla.edu)<mailto:[yessenia.sarmiento@research.ucla.edu](mailto:yessenia.sarmiento@research.ucla.edu)>>  
Cc: Kim, Helen <[helen.kim@research.ucla.edu](mailto:helen.kim@research.ucla.edu)<mailto:[helen.kim@research.ucla.edu](mailto:helen.kim@research.ucla.edu)>>; ORA PATS Records  
<[PATSRecords@research.ucla.edu](mailto:PATSRecords@research.ucla.edu)<mailto:[PATSRecords@research.ucla.edu](mailto:PATSRecords@research.ucla.edu)>>; LAPD Contracts  
<[LAPDContracts@lapd.online](mailto:LAPDContracts@lapd.online)<mailto:[LAPDContracts@lapd.online](mailto:LAPDContracts@lapd.online)>>; Barak Vaughn  
<[barak.vaughn@lacity.org](mailto:barak.vaughn@lacity.org)<mailto:[barak.vaughn@lacity.org](mailto:barak.vaughn@lacity.org)>>; Barbra Ann Montesquieu  
<n3202@lapd.online<mailto:[n3202@lapd.online](mailto:n3202@lapd.online)>>; Brantingham, P. Jeffery  
<[branting@ucla.edu](mailto:branting@ucla.edu)<mailto:[branting@ucla.edu](mailto:branting@ucla.edu)>>; Rachel Rodriguez  
<37455@lapd.online<mailto:[37455@lapd.online](mailto:37455@lapd.online)>>; Jeffrey Bert <33112@lapd.online<mailto:[33112@lapd.online](mailto:33112@lapd.online)>>  
Subject: Re: UCLA Brantingham Agreement- PATS No. 20201004

Hi Jim,

Either 10-11 or 11-12 works for us. Just let us know what works best for you, Jeff, and Yessenia.

Our preference is for the original contract language to remain as is because of the City's contracting requirements.  
Are there clauses in the contract that conflict with UCLA's contracting requirements?

Thank you,

James

James T. Aceron, Serial No. N5254

Senior Management Analyst II  
Officer in Charge, Contracts Section  
Fiscal Operations Division  
Los Angeles Police Department  
100 West First Street, Suite 773  
Los Angeles, CA 90012

[REDACTED]

Main Line: (213) 486-0112

N5254@lapd.online<mailto:[N5254@lapd.online](mailto:N5254@lapd.online)>

CONFIDENTIALITY NOTICE: This communication with its contents may contain confidential and/or legally privileged information. It is solely for the use of the intended recipient(s). Unauthorized interception, review, use or disclosure is prohibited and may violate applicable laws including the Electronic Communications Privacy Act. If you are not the intended recipient, please contact the sender and destroy all copies of the communication.

---

From: Fong, Jim <[jim.fong@research.ucla.edu](mailto:jim.fong@research.ucla.edu)<mailto:[jim.fong@research.ucla.edu](mailto:jim.fong@research.ucla.edu)>>  
Sent: Friday, January 24, 2020 9:13 AM  
To: James Aceron <n5254@lapd.online<mailto:[n5254@lapd.online](mailto:n5254@lapd.online)>>; Sarmiento, Yessenia <[yessenia.sarmiento@research.ucla.edu](mailto:yessenia.sarmiento@research.ucla.edu)<mailto:[yessenia.sarmiento@research.ucla.edu](mailto:yessenia.sarmiento@research.ucla.edu)>>  
Cc: Kim, Helen <[helen.kim@research.ucla.edu](mailto:helen.kim@research.ucla.edu)<mailto:[helen.kim@research.ucla.edu](mailto:helen.kim@research.ucla.edu)>>; ORA PATS Records <[PATSRecords@research.ucla.edu](mailto:PATSRecords@research.ucla.edu)<mailto:[PATSRecords@research.ucla.edu](mailto:PATSRecords@research.ucla.edu)>>; LAPD Contracts <[LAPDContracts@lapd.online](mailto:LAPDContracts@lapd.online)<mailto:[LAPDContracts@lapd.online](mailto:LAPDContracts@lapd.online)>>; Barak Vaughn <[barak.vaughn@lacity.org](mailto:barak.vaughn@lacity.org)<mailto:[barak.vaughn@lacity.org](mailto:barak.vaughn@lacity.org)>>; Barbra Ann Montesquieu <n3202@lapd.online<mailto:[n3202@lapd.online](mailto:n3202@lapd.online)>>; Brantingham, P. Jeffery <[branting@ucla.edu](mailto:branting@ucla.edu)<mailto:[branting@ucla.edu](mailto:branting@ucla.edu)>>; Rachel Rodriguez <37455@lapd.online<mailto:[37455@lapd.online](mailto:37455@lapd.online)>>; Jeffrey Bert <33112@lapd.online<mailto:[33112@lapd.online](mailto:33112@lapd.online)>>  
Subject: RE: UCLA Brantingham Agreement- PATS No. 20201004

ATTENTION: This email originated outside of LAPD. Please use caution when clicking on hyperlinks or opening attachments if you are unfamiliar with the sender.

James,

I'm Yessenia's supervisor and she is out today. For me, Wednesday from 10-12 noon works best.

If possible, can you share what clauses are an absolute “no” for LAPD or is it a matter of wordsmithing some of the language?

Jim Fong

Assistant Director, Contracts and Incoming Subawards

Office of Contract and Grant Administration

University of California, Los Angeles

Ph: 310-794-0608

Em: [Jim.Fong@research.ucla.edu](mailto:Jim.Fong@research.ucla.edu)<mailto:[Jim.Fong@research.ucla.edu](mailto:Jim.Fong@research.ucla.edu)>

From: James Aceron <n5254@lapd.online<mailto:[n5254@lapd.online](mailto:n5254@lapd.online)>>  
Sent: Friday, January 24, 2020 8:38 AM  
To: Sarmiento, Yessenia <[yessenia.sarmiento@research.ucla.edu](mailto:yessenia.sarmiento@research.ucla.edu)<mailto:[yessenia.sarmiento@research.ucla.edu](mailto:yessenia.sarmiento@research.ucla.edu)>>  
Cc: Kim, Helen <[helen.kim@research.ucla.edu](mailto:helen.kim@research.ucla.edu)<mailto:[helen.kim@research.ucla.edu](mailto:helen.kim@research.ucla.edu)>>; ORA PATS Records  
<[PATSRecords@research.ucla.edu](mailto:PATSRecords@research.ucla.edu)<mailto:[PATSRecords@research.ucla.edu](mailto:PATSRecords@research.ucla.edu)>>; LAPD Contracts  
<[LAPDContracts@lapd.online](mailto:LAPDContracts@lapd.online)<mailto:[LAPDContracts@lapd.online](mailto:LAPDContracts@lapd.online)>>; Barak Vaughn  
<[barak.vaughn@lacity.org](mailto:barak.vaughn@lacity.org)<mailto:[barak.vaughn@lacity.org](mailto:barak.vaughn@lacity.org)>>; Barbra Ann Montesquieu  
<n3202@lapd.online<mailto:[n3202@lapd.online](mailto:n3202@lapd.online)>>; Brantingham, P. Jeffery  
<[branting@ucla.edu](mailto:branting@ucla.edu)<mailto:[branting@ucla.edu](mailto:branting@ucla.edu)>>; Rachel Rodriguez  
<37455@lapd.online<mailto:[37455@lapd.online](mailto:37455@lapd.online)>>; Jeffrey Bert <33112@lapd.online<mailto:[33112@lapd.online](mailto:33112@lapd.online)>>;  
Fong, Jim <[jim.fong@research.ucla.edu](mailto:jim.fong@research.ucla.edu)<mailto:[jim.fong@research.ucla.edu](mailto:jim.fong@research.ucla.edu)>>  
Subject: Re: UCLA Brantingham Agreement- PATS No. 20201004

Hi Yessenia,

Sounds good. We're unavailable Monday and Tuesday. How about Wednesday or Thursday between 10-12 noon or 1-2 p.m.?

James

James T. Aceron, Serial No. N5254

Senior Management Analyst II

Officer in Charge, Contracts Section

Fiscal Operations Division

Los Angeles Police Department

100 West First Street, Suite 773

Los Angeles, CA 90012

[REDACTED]  
Main Line: (213) 486-0112

N5254@lapd.online<mailto:[N5254@lapd.online](mailto:N5254@lapd.online)>

CONFIDENTIALITY NOTICE: This communication with its contents may contain confidential and/or legally privileged information. It is solely for the use of the intended recipient(s). Unauthorized interception, review, use or disclosure is prohibited and may violate applicable laws including the Electronic Communications Privacy Act. If you are not the intended recipient, please contact the sender and destroy all copies of the communication.

---

From: Sarmiento, Yessenia

<[yessenia.sarmiento@research.ucla.edu](mailto:yessenia.sarmiento@research.ucla.edu)<mailto:[yessenia.sarmiento@research.ucla.edu](mailto:yessenia.sarmiento@research.ucla.edu)>>

Sent: Thursday, January 23, 2020 11:30 PM

To: James Aceron <n5254@lapd.online<mailto:[n5254@lapd.online](mailto:n5254@lapd.online)>>

Cc: Kim, Helen <[helen.kim@research.ucla.edu](mailto:helen.kim@research.ucla.edu)<mailto:[helen.kim@research.ucla.edu](mailto:helen.kim@research.ucla.edu)>>; ORA PATS Records <[PATSRecords@research.ucla.edu](mailto:PATSRecords@research.ucla.edu)<mailto:[PATSRecords@research.ucla.edu](mailto:PATSRecords@research.ucla.edu)>>; LAPD Contracts

<[LAPDContracts@lapd.online](mailto:LAPDContracts@lapd.online)<mailto:[LAPDContracts@lapd.online](mailto:LAPDContracts@lapd.online)>>; Barak Vaughn

<[barak.vaughn@lacity.org](mailto:barak.vaughn@lacity.org)<mailto:[barak.vaughn@lacity.org](mailto:barak.vaughn@lacity.org)>>; Barbra Ann Montesquieu

<[n3202@lapd.online](mailto:n3202@lapd.online)<mailto:[n3202@lapd.online](mailto:n3202@lapd.online)>>; Brantingham, P. Jeffery

<[branting@ucla.edu](mailto:branting@ucla.edu)<mailto:[branting@ucla.edu](mailto:branting@ucla.edu)>>; Rachel Rodriguez

<[37455@lapd.online](mailto:37455@lapd.online)<mailto:[37455@lapd.online](mailto:37455@lapd.online)>>; Jeffrey Bert <33112@lapd.online<mailto:[33112@lapd.online](mailto:33112@lapd.online)>>;

Fong, Jim <[jim.fong@research.ucla.edu](mailto:jim.fong@research.ucla.edu)<mailto:[jim.fong@research.ucla.edu](mailto:jim.fong@research.ucla.edu)>>

Subject: RE: UCLA Brantingham Agreement- PATS No. 20201004

ATTENTION: This email originated outside of LAPD. Please use caution when clicking on hyperlinks or opening attachments if you are unfamiliar with the sender.

Hello James,

Thank you for getting back to me. I am feeling much better now.

Can we schedule a call for Monday to further discuss the terms and conditions? Is it possible to also have the city attorney on the call as well? If you can provide me available times, I can coordinate with my supervisor and Dr. Brantingham to schedule a call. I am scheduled out of the office tomorrow but will check email to confirm a day and time and share the conference call information.

All the best,

Yessenia Sarmiento, CRA

Contract & Grant Officer

University of California, Los Angeles

Office of Contract & Grant Administration

10889 Wilshire Blvd., Suite 700

Los Angeles, CA 90095-1406

Tel: 310-794-0393

[Yessenia.sarmiento@research.ucla.edu](mailto:Yessenia.sarmiento@research.ucla.edu)<mailto:[Yessenia.sarmiento@research.ucla.edu](mailto:Yessenia.sarmiento@research.ucla.edu)>

\*Proposals are due to OCGA five business days prior to sponsor deadline\*

For OCGA forms, templates, and Commonly Needed Information, please contact:

Helen Kim, Contract & Grant Specialist: (310) 794-9636;

[helen.kim@research.ucla.edu](mailto:helen.kim@research.ucla.edu)<mailto:[helen.kim@research.ucla.edu](mailto:helen.kim@research.ucla.edu)>

From: James Aceron <n5254@lapd.online<mailto:[n5254@lapd.online](mailto:n5254@lapd.online)>>  
Sent: Wednesday, January 22, 2020 2:41 PM  
To: Sarmiento, Yessenia <[yessenia.sarmiento@research.ucla.edu](mailto:yessenia.sarmiento@research.ucla.edu)<mailto:[yessenia.sarmiento@research.ucla.edu](mailto:yessenia.sarmiento@research.ucla.edu)>>  
Cc: Kim, Helen <[helen.kim@research.ucla.edu](mailto:helen.kim@research.ucla.edu)<mailto:[helen.kim@research.ucla.edu](mailto:helen.kim@research.ucla.edu)>>; ORA PATS Records <[PATSRecords@research.ucla.edu](mailto:PATSRecords@research.ucla.edu)<mailto:[PATSRecords@research.ucla.edu](mailto:PATSRecords@research.ucla.edu)>>; LAPD Contracts <[LAPDContracts@lapd.online](mailto:LAPDContracts@lapd.online)<mailto:[LAPDContracts@lapd.online](mailto:LAPDContracts@lapd.online)>>; Barak Vaughn <[barak.vaughn@lacity.org](mailto:barak.vaughn@lacity.org)<mailto:[barak.vaughn@lacity.org](mailto:barak.vaughn@lacity.org)>>; Barbra Ann Montesquieu <n3202@lapd.online<mailto:[n3202@lapd.online](mailto:n3202@lapd.online)>>; Brantingham, P. Jeffery <[branting@ucla.edu](mailto:branting@ucla.edu)<mailto:[branting@ucla.edu](mailto:branting@ucla.edu)>>; Rachel Rodriguez <37455@lapd.online<mailto:[37455@lapd.online](mailto:37455@lapd.online)>>; Jeffrey Bert <33112@lapd.online<mailto:[33112@lapd.online](mailto:33112@lapd.online)>>  
Subject: Re: UCLA Brantingham Agreement- PATS No. 20201004

Hi Yessenia,

Happy New Year! [REDACTED]

This is a follow-up of a voicemail I left you. We discussed UCLA's redlines with the City Attorney. Unfortunately, with the exception of the NRA Disclosure -- which we agree to remove --the contract cannot be executed in its current form, as revised by UCLA. Please call me at your earliest convenience to discuss ways we might be able to move forward on this.

Thank you,

James

James T. Aceron, Serial No. N5254

Senior Management Analyst II

Officer in Charge, Contracts Section

Fiscal Operations Division

Los Angeles Police Department

100 West First Street, Suite 767

Los Angeles, CA 90012

[REDACTED]  
Main Line: (213) 486-0112

N5254@lapd.online<mailto:[N5254@lapd.online](mailto:N5254@lapd.online)>

CONFIDENTIALITY NOTICE: This communication with its contents may contain confidential and/or legally privileged information. It is solely for the use of the intended recipient(s). Unauthorized interception, review, use or disclosure is prohibited and may violate applicable laws including the Electronic Communications Privacy Act. If you are not the intended recipient, please contact the sender and destroy all copies of the communication.

---

From: Sarmiento, Yessenia  
<[yessenia.sarmiento@research.ucla.edu](mailto:yessenia.sarmiento@research.ucla.edu)<mailto:[yessenia.sarmiento@research.ucla.edu](mailto:yessenia.sarmiento@research.ucla.edu)>>  
Sent: Friday, January 17, 2020 12:29 PM  
To: James Aceron <n5254@lapd.online<mailto:[n5254@lapd.online](mailto:n5254@lapd.online)>>  
Cc: Kim, Helen <[helen.kim@research.ucla.edu](mailto:helen.kim@research.ucla.edu)<mailto:[helen.kim@research.ucla.edu](mailto:helen.kim@research.ucla.edu)>>; ORA PATS Records  
<[PATSRecords@research.ucla.edu](mailto:PATSRecords@research.ucla.edu)<mailto:[PATSRecords@research.ucla.edu](mailto:PATSRecords@research.ucla.edu)>>; LAPD Contracts  
<[LAPDContracts@lapd.online](mailto:LAPDContracts@lapd.online)<mailto:[LAPDContracts@lapd.online](mailto:LAPDContracts@lapd.online)>>; Barak Vaughn  
<[barak.vaughn@lacity.org](mailto:barak.vaughn@lacity.org)<mailto:[barak.vaughn@lacity.org](mailto:barak.vaughn@lacity.org)>>; Barbra Ann Montesquieu  
<[n3202@lapd.online](mailto:n3202@lapd.online)<mailto:[n3202@lapd.online](mailto:n3202@lapd.online)>>; Brantingham, P. Jeffery  
<[branting@ucla.edu](mailto:branting@ucla.edu)<mailto:[branting@ucla.edu](mailto:branting@ucla.edu)>>; Rachel Rodriguez  
<[37455@lapd.online](mailto:37455@lapd.online)<mailto:[37455@lapd.online](mailto:37455@lapd.online)>>; Jeffrey Bert <33112@lapd.online<mailto:[33112@lapd.online](mailto:33112@lapd.online)>>  
Subject: RE: UCLA Brantingham Agreement- PATS No. 20201004

ATTENTION: This email originated outside of LAPD. Please use caution when clicking on hyperlinks or opening attachments if you are unfamiliar with the sender.

Hello James,

Happy New Year! My apologies for not contacting you sooner. Our office was closed for the Holiday closure and upon returning to the office [REDACTED] I am catching up through emails and agreement now.

I am following up on the agreement and inquiring if the city attorney has reviewed our revisions. Please feel free to contact me if you need more information or if you would like to schedule a call to discuss the revisions.

All the best,

Yessenia Sarmiento, CRA

Contract & Grant Officer

University of California, Los Angeles

Office of Contract & Grant Administration

10889 Wilshire Blvd., Suite 700

Los Angeles, CA 90095-1406

Tel: 310-794-0393

[Yessenia.sarmiento@research.ucla.edu](mailto:Yessenia.sarmiento@research.ucla.edu)<mailto:[Yessenia.sarmiento@research.ucla.edu](mailto:Yessenia.sarmiento@research.ucla.edu)>

\*Proposals are due to OCGA five business days prior to sponsor deadline\*

For OCGA forms, templates, and Commonly Needed Information, please contact:

Helen Kim, Contract & Grant Specialist: (310) 794-9636;  
[helen.kim@research.ucla.edu](mailto:helen.kim@research.ucla.edu)<mailto:[helen.kim@research.ucla.edu](mailto:helen.kim@research.ucla.edu)>

From: James Aceron <n5254@lapd.online<mailto:[n5254@lapd.online](mailto:n5254@lapd.online)>>  
Sent: Tuesday, December 17, 2019 7:37 AM  
To: Sarmiento, Yessenia <[yessenia.sarmiento@research.ucla.edu](mailto:yessenia.sarmiento@research.ucla.edu)<mailto:[yessenia.sarmiento@research.ucla.edu](mailto:yessenia.sarmiento@research.ucla.edu)>>  
Cc: Kim, Helen <[helen.kim@research.ucla.edu](mailto:helen.kim@research.ucla.edu)<mailto:[helen.kim@research.ucla.edu](mailto:helen.kim@research.ucla.edu)>>; ORA PATS Records  
<[PATSRecords@research.ucla.edu](mailto:PATSRecords@research.ucla.edu)<mailto:[PATSRecords@research.ucla.edu](mailto:PATSRecords@research.ucla.edu)>>; LAPD Contracts  
<[LAPDContracts@lapd.online](mailto:LAPDContracts@lapd.online)<mailto:[LAPDContracts@lapd.online](mailto:LAPDContracts@lapd.online)>>; Barak Vaughn  
<[barak.vaughn@lacity.org](mailto:barak.vaughn@lacity.org)<mailto:[barak.vaughn@lacity.org](mailto:barak.vaughn@lacity.org)>>; Barbra Ann Montesquieu  
<[n3202@lapd.online](mailto:n3202@lapd.online)<mailto:[n3202@lapd.online](mailto:n3202@lapd.online)>>; Brantingham, P. Jeffery  
<[branting@ucla.edu](mailto:branting@ucla.edu)<mailto:[branting@ucla.edu](mailto:branting@ucla.edu)>>; Rachel Rodriguez  
<[37455@lapd.online](mailto:37455@lapd.online)<mailto:[37455@lapd.online](mailto:37455@lapd.online)>>; Jeffrey Bert <[33112@lapd.online](mailto:33112@lapd.online)<mailto:[33112@lapd.online](mailto:33112@lapd.online)>>  
Subject: Re: UCLA Brantingham Agreement- PATS No. 20201004

Hi Yessenia,

Our City Attorney is currently reviewing your proposed revisions to the contract, which includes exceptions to the City's Standard Provisions. Once he completes his review, we'll need to teleconference to discuss them.

Please note: the contract will need to go through the City, not the foundation, because the grant was awarded to the City. As such, the City's Standard Provisions will need to be adhered to, as a rule. Also, The Regents of the University of California, acting on behalf of the California Policy Lab, recently signed a contract (C-133900) that included the Standard Provisions without exceptions.

Thank you,

James

James T. Aceron, Serial No. N5254

Senior Management Analyst II

Officer in Charge, Contracts Section

Fiscal Operations Division

Los Angeles Police Department

100 West First Street, Suite 1061

Los Angeles, CA 90012

[REDACTED]

Main Line: (213) 486-0112

N5254@lapd.online<mailto:[N5254@lapd.online](mailto:N5254@lapd.online)>

CONFIDENTIALITY NOTICE: This communication with its contents may contain confidential and/or legally privileged information. It is solely for the use of the intended recipient(s). Unauthorized interception, review, use or disclosure is prohibited and may violate applicable laws including the Electronic Communications Privacy Act. If you are not the intended recipient, please contact the sender and destroy all copies of the communication.

---

From: Sarmiento, Yessenia  
<[yessenia.sarmiento@research.ucla.edu](mailto:yessenia.sarmiento@research.ucla.edu)<mailto:[yessenia.sarmiento@research.ucla.edu](mailto:yessenia.sarmiento@research.ucla.edu)>>  
Sent: Monday, December 16, 2019 9:41 AM  
To: Barbra Ann Montesquieu <[n3202@lapd.online](mailto:n3202@lapd.online)<mailto:[n3202@lapd.online](mailto:n3202@lapd.online)>>  
Cc: Kim, Helen <[helen.kim@research.ucla.edu](mailto:helen.kim@research.ucla.edu)<mailto:[helen.kim@research.ucla.edu](mailto:helen.kim@research.ucla.edu)>>; ORA PATS Records  
<[PATSRecords@research.ucla.edu](mailto:PATSRecords@research.ucla.edu)<mailto:[PATSRecords@research.ucla.edu](mailto:PATSRecords@research.ucla.edu)>>; James Aceron  
<[n5254@lapd.online](mailto:n5254@lapd.online)<mailto:[n5254@lapd.online](mailto:n5254@lapd.online)>>  
Subject: RE: UCLA Brantingham Agreement- PATS No. 20201004

ATTENTION: This email originated outside of LAPD. Please use caution when clicking on hyperlinks or opening attachments if you are unfamiliar with the sender.

Good morning Barbra and James,

I am following up on my email below. If you have any questions or would like to discuss further, please do not hesitate to contact me.

All the best,

Yessenia Sarmiento, CRA

Contract & Grant Officer

University of California, Los Angeles

Office of Contract & Grant Administration

10889 Wilshire Blvd., Suite 700

Los Angeles, CA 90095-1406

Tel: 310-794-0393

[Yessenia.sarmiento@research.ucla.edu](mailto:Yessenia.sarmiento@research.ucla.edu)<mailto:[Yessenia.sarmiento@research.ucla.edu](mailto:Yessenia.sarmiento@research.ucla.edu)>

\*Proposals are due to OCGA five business days prior to sponsor deadline\*

For OCGA forms, templates, and Commonly Needed Information, please contact:

Helen Kim, Contract & Grant Specialist: (310) 794-9636;  
[helen.kim@research.ucla.edu](mailto:helen.kim@research.ucla.edu)<mailto:[helen.kim@research.ucla.edu](mailto:helen.kim@research.ucla.edu)>

In observance of the UCLA Winter Holiday Closure the Office of Contract and Grant Administration will close at 5:00 PM on Friday, December 20, 2019, and will reopen at 8:00 AM on Thursday, January 2, 2020.

To ensure timely review and processing of applications and other inquiries related to sponsored project activities, with sponsor due dates between December 21, 2019 and January 2, 2020, please submit to OCGA no later than 8:00 AM on Monday, December 16, 2019.

From: Sarmiento, Yessenia

Sent: Wednesday, December 11, 2019 12:29 PM

To: Barbra Ann Montesquieu <n3202@lapd.online<mailto:[n3202@lapd.online](mailto:n3202@lapd.online)>>

Cc: Kim, Helen <[helen.kim@research.ucla.edu](mailto:helen.kim@research.ucla.edu)<mailto:[helen.kim@research.ucla.edu](mailto:helen.kim@research.ucla.edu)>>; ORA PATS Records <[PATSRecords@research.ucla.edu](mailto:PATSRecords@research.ucla.edu)<mailto:[PATSRecords@research.ucla.edu](mailto:PATSRecords@research.ucla.edu)>>; James Aceron <n5254@lapd.online<mailto:[n5254@lapd.online](mailto:n5254@lapd.online)>>

Subject: RE: UCLA Brantingham Agreement- PATS No. 20201004

Hello Barbra and James,

Please find attached the redlined agreement that incorporates the Prime Award from DOJ as opposed to the terms and conditions and City Provisions. As stated, UCLA is a subgrantee (subrecipient) and the DOJ Prime Award advises the requirements under the Uniform Guidance (2CFR Part 200 ) applies and lists the Special Conditions applicable to subgrantees. The current agreement contains provisions that would apply to a contractor under procurement. The original proposal lists UCLA as a subgrantee and not contractor under procurement.

I am also providing a link below to the FDP Subaward Agreement template. This agreement is used by many Universities working collaboratively with federal agencies and receiving federal funds as a pass-through entity. We may be able to edit this agreement or use as guidance in this case.

[https://gcc01.safelinks.protection.outlook.com/?url=http%3A%2F%2Fthefdp.org%2Fdefault%2Fassets%2FFile%2FDocuments%2Fsubaward\\_forms%2FFDP\\_CR\\_2019\\_-\\_FINAL.pdf&data=02%7C01%7Cn5254%40lapd.online%7Cbafc77a233924d6842bb08d7baf97fd3%7C642fd61c34dd4fd0af8d443576485883%7C0%7C1%7C637183453375133976&sdata=ri0gQSQz2JkQ8vjZRA7jQSc9dppCcq%2BmsOZEqlvrFTs%3D&reserved=0<https://gcc01.safelinks.protection.outlook.com/?url=http%3A%2F%2Fthefdp.org%2Fdefault%2Fassets%2FFile%2FDocuments%2Fsubaward\\_forms%2FFDP\\_CR\\_2019\\_-\\_FINAL.pdf&data=02%7C01%7Cn5254%40lapd.online%7Cbafc77a233924d6842bb08d7baf97fd3%7C642fd61c34dd4fd0af8d443576485883%7C0%7C1%7C637183453375143954&sdata=RW2W0fCyR3Paa8g6pZ2Lyd%2Bu28fFTGGBvY6oGWHUr2w%3D&reserved=0>](https://gcc01.safelinks.protection.outlook.com/?url=http%3A%2F%2Fthefdp.org%2Fdefault%2Fassets%2FFile%2FDocuments%2Fsubaward_forms%2FFDP_CR_2019_-_FINAL.pdf&data=02%7C01%7Cn5254%40lapd.online%7Cbafc77a233924d6842bb08d7baf97fd3%7C642fd61c34dd4fd0af8d443576485883%7C0%7C1%7C637183453375133976&sdata=ri0gQSQz2JkQ8vjZRA7jQSc9dppCcq%2BmsOZEqlvrFTs%3D&reserved=0<https://gcc01.safelinks.protection.outlook.com/?url=http%3A%2F%2Fthefdp.org%2Fdefault%2Fassets%2FFile%2FDocuments%2Fsubaward_forms%2FFDP_CR_2019_-_FINAL.pdf&data=02%7C01%7Cn5254%40lapd.online%7Cbafc77a233924d6842bb08d7baf97fd3%7C642fd61c34dd4fd0af8d443576485883%7C0%7C1%7C637183453375143954&sdata=RW2W0fCyR3Paa8g6pZ2Lyd%2Bu28fFTGGBvY6oGWHUr2w%3D&reserved=0>)

We can schedule a call if you would like to discuss further.

All the best,

Yessenia Sarmiento, CRA

Contract & Grant Officer

University of California, Los Angeles

Office of Contract & Grant Administration

10889 Wilshire Blvd., Suite 700

Los Angeles, CA 90095-1406

Tel: 310-794-0393

[Yessenia.sarmiento@research.ucla.edu](mailto:Yessenia.sarmiento@research.ucla.edu)<mailto:[Yessenia.sarmiento@research.ucla.edu](mailto:Yessenia.sarmiento@research.ucla.edu)>

\*Proposals are due to OCGA five business days prior to sponsor deadline\*

For OCGA forms, templates, and Commonly Needed Information, please contact:

Helen Kim, Contract & Grant Specialist: (310) 794-9636;  
[helen.kim@research.ucla.edu](mailto:helen.kim@research.ucla.edu)<mailto:[helen.kim@research.ucla.edu](mailto:helen.kim@research.ucla.edu)>

From: Sarmiento, Yessenia  
Sent: Wednesday, December 11, 2019 9:11 AM  
To: Barbra Ann Montesquieu <n3202@lapd.online<mailto:[n3202@lapd.online](mailto:n3202@lapd.online)>>  
Cc: Kim, Helen <[helen.kim@research.ucla.edu](mailto:helen.kim@research.ucla.edu)<mailto:[helen.kim@research.ucla.edu](mailto:helen.kim@research.ucla.edu)>>; ORA PATS Records <[PATSRecords@research.ucla.edu](mailto:PATSRecords@research.ucla.edu)<mailto:[PATSRecords@research.ucla.edu](mailto:PATSRecords@research.ucla.edu)>>; James Aceron <n5254@lapd.online<mailto:[n5254@lapd.online](mailto:n5254@lapd.online)>>; Jeff Brantingham <[pjb@anthro.ucla.edu](mailto:pjb@anthro.ucla.edu)<mailto:[pjb@anthro.ucla.edu](mailto:pjb@anthro.ucla.edu)>>; Yung, Joanne C. <[jyung@ssgs.ucla.edu](mailto:jyung@ssgs.ucla.edu)<mailto:[jyung@ssgs.ucla.edu](mailto:jyung@ssgs.ucla.edu)>>  
Subject: RE: UCLA Brantingham Agreement- PATS No. 20201004

Good morning Barbra and James,

After my discussion with James this morning, I am resending my email below removing the attachments as James advised that he did not receive the email yesterday. The email may have not been received due to the large PDF attachments.

I am aware of your meeting this morning and will re-cap with you both shortly in regards on how to move forward in applying the prime terms and conditions from DOJ.

Speak to you soon.

All the best,

Yessenia Sarmiento, CRA

Contract & Grant Officer

University of California, Los Angeles

Office of Contract & Grant Administration

10889 Wilshire Blvd., Suite 700

Los Angeles, CA 90095-1406

Tel: 310-794-0393

[Yessenia.sarmiento@research.ucla.edu](mailto:Yessenia.sarmiento@research.ucla.edu)<mailto:[Yessenia.sarmiento@research.ucla.edu](mailto:Yessenia.sarmiento@research.ucla.edu)>

\*Proposals are due to OCGA five business days prior to sponsor deadline\*

For OCGA forms, templates, and Commonly Needed Information, please contact:

Helen Kim, Contract & Grant Specialist: (310) 794-9636;  
[helen.kim@research.ucla.edu](mailto:helen.kim@research.ucla.edu)<mailto:[helen.kim@research.ucla.edu](mailto:helen.kim@research.ucla.edu)>

From: Sarmiento, Yessenia  
Sent: Tuesday, December 10, 2019 1:24 PM  
To: Barbra Ann Montesquieu <n3202@lapd.online<mailto:[n3202@lapd.online](mailto:n3202@lapd.online)>>  
Cc: Kim, Helen <[helen.kim@research.ucla.edu](mailto:helen.kim@research.ucla.edu)<mailto:[helen.kim@research.ucla.edu](mailto:helen.kim@research.ucla.edu)>>; ORA PATS Records <[PATSRecords@research.ucla.edu](mailto:PATSRecords@research.ucla.edu)<mailto:[PATSRecords@research.ucla.edu](mailto:PATSRecords@research.ucla.edu)>>; James Aceron <n5254@lapd.online<mailto:[n5254@lapd.online](mailto:n5254@lapd.online)>>  
Subject: UCLA Brantingham Agreement- PATS No. 20201004

Hello Barbara,

It was a pleasure speaking to you yesterday. Please find attached the agreement we received for Dr. Brantingham's project.

As discussed, the prime federal sponsor for this award is the Department of Justice (DOJ) which has issued a grant with terms and conditions under the Uniform Guidance (2 CFR Part 200). Please find on the following link a copy for reference of what contains the agreement proposal submitted for this award.

([The current agreement contains terms and conditions and City Provisions that would apply more to a contractor/vendor who is providing a service under procurement rather than a research partner under a subgrant.](https://gcc01.safelinks.protection.outlook.com/?url=http%3A%2F%2Fclkrep.lacity.org%2Fonlinedocs%2F2018%2F18-1219_misc_12-12-2018.pdf&data=02%7C01%7Cn5254%40lapd.online%7Cbafc77a233924d6842bb08d7baf97fd3%7C642fd61c34dd4fd0af8d443576485883%7C0%7C1%7C637183453375143954&sdata=CCE6%2Bw5eLeRyOuVK6gh7bTcts3mdo7XTKiZgBDRVTKc%3D&reserved=0<https://gcc01.safelinks.protection.outlook.com/?url=http%3A%2F%2Fclkrep.lacity.org%2Fonlinedocs%2F2018%2F18-1219_misc_12-12-2018.pdf&data=02%7C01%7Cn5254%40lapd.online%7Cbafc77a233924d6842bb08d7baf97fd3%7C642fd61c34dd4fd0af8d443576485883%7C0%7C1%7C637183453375143954&sdata=CCE6%2Bw5eLeRyOuVK6gh7bTcts3mdo7XTKiZgBDRVTKc%3D&reserved=0> )</p></div><div data-bbox=)

The agreement should be revised to only include the terms and conditions applicable to the University as a subgrant under the Uniform Guidance.

We have executed subgrants from the Los Angeles Police Foundation for Dr. Brantingham's projects that contain favorable terms and conditions and were also funded by the same prime federal sponsor (DOJ). I can provide a retracted copy of the agreement for reference if needed. We can also schedule a call to further discuss how to move forward in revising the agreement accordingly.

If you have any questions, please do not hesitate to contact me.

All the best,

Yessenia Sarmiento, CRA

Contract & Grant Officer

University of California, Los Angeles

Office of Contract & Grant Administration

10889 Wilshire Blvd., Suite 700

Los Angeles, CA 90095-1406

Tel: 310-794-0393

[Yessenia.sarmiento@research.ucla.edu](mailto:Yessenia.sarmiento@research.ucla.edu)<mailto:[Yessenia.sarmiento@research.ucla.edu](mailto:Yessenia.sarmiento@research.ucla.edu)>

\*Proposals are due to OCGA five business days prior to sponsor deadline\*

For OCGA forms, templates, and Commonly Needed Information, please contact:

Helen Kim, Contract & Grant Specialist: (310) 794-9636;  
[helen.kim@research.ucla.edu](mailto:helen.kim@research.ucla.edu)<mailto:[helen.kim@research.ucla.edu](mailto:helen.kim@research.ucla.edu)>

--

Barak Vaughn, Esq.

Deputy City Attorney

Economic Development Division

200 North Main Street, 9th Floor

Los Angeles, CA 90012

(213) 978-7744

[REDACTED]

[barak.vaughn@lacity.org](mailto:barak.vaughn@lacity.org)

\*\*\*\*\*Confidentiality Notice \*\*\*\*\*

This electronic message transmission contains information from the Office of the Los Angeles City Attorney, which may be confidential or protected by the attorney-client privilege and/or the work product doctrine. If you are not the intended recipient, be aware that any disclosure, copying, distribution or use of the content of this information is prohibited. If you have received this communication in error, please notify us immediately by e-mail and delete the original message and any attachments without reading or saving in any manner.

\*\*\*\*\*Confidentiality Notice \*\*\*\*\*

This electronic message transmission contains information from the Office of the Los Angeles City Attorney, which may be confidential or protected by the attorney-client privilege and/or the work product doctrine. If you are not the intended recipient, be aware that any disclosure, copying, distribution or use of the content of this information is prohibited. If you have received this communication in error, please notify us immediately by e-mail and delete the original message and any attachments without reading or saving in any manner.

--

Barak Vaughn, Esq.  
Deputy City Attorney  
Economic Development Division  
200 North Main Street, 9th Floor  
Los Angeles, CA 90012  
(213) 978-7744

[REDACTED]  
[barak.vaughn@lacity.org](mailto:barak.vaughn@lacity.org)

\*\*\*\*\*Confidentiality Notice \*\*\*\*\*

This electronic message transmission contains information from the Office of the Los Angeles City Attorney, which may be confidential or protected by the attorney-client privilege and/or the work product doctrine. If you are not the intended recipient, be aware that any disclosure, copying, distribution or use of the content of this information is prohibited. If you have received this communication in error, please notify us immediately by e-mail and delete the original message and any attachments without reading or saving in any manner.

\*\*\*\*\*

**From:** Sarmiento, Yessenia <yessenia.sarmiento@research.ucla.edu>  
**Sent:** Tuesday, April 21, 2020 5:33 PM  
**To:** Barak Vaughn  
**Cc:** James Aceron;Brantingham, P. Jeffery;Fong, Jim;ORA PATS Records;LAPD Contracts;Barbra Ann Montesquieu;Thomas Brennan;Stella Larracas  
**Subject:** RE: UCLA Brantingham Agreement- PATS No. 20201004  
**Attachments:** FY18-SPIP-UCLA DRAFT 09042019 REDLINE PJB Comments 2020-31-03 UCLA Indemn and Comments.docx

**ATTENTION:** This email originated outside of LAPD. Please use caution when clicking on hyperlinks or opening attachments if you are unfamiliar with the sender.

Dear Barak and James,

Hope you are well and safe!

Please find attached the agreement containing our response to each of your comments and the proposed Indemnification language. In addition, we would like to schedule a call to further discuss sections 405, 504 and PSC-21 to clarify and finalize the language. Please let me know your availability for this week and early next week. I will then send the conference call information.

All the best,  
Yessenia Sarmiento, CRA  
Contract & Grant Officer  
*University of California, Los Angeles*  
*Office of Contract & Grant Administration*  
*10889 Wilshire Blvd., Suite 700*  
*Los Angeles, CA 90095-1406*  
Tel: 310-794-0393  
[Yessenia.sarmiento@research.ucla.edu](mailto:Yessenia.sarmiento@research.ucla.edu)

\*Proposals are due to OCGA **five business days** prior to sponsor deadline\*

For OCGA forms, templates, and Commonly Needed Information, please contact:  
Helen Kim, Contract & Grant Specialist: (310) 794-9636; [helen.kim@research.ucla.edu](mailto:helen.kim@research.ucla.edu)

---

**From:** Sarmiento, Yessenia  
**Sent:** Wednesday, April 15, 2020 6:31 PM  
**To:** Barak Vaughn <barak.vaughn@lacity.org>  
**Cc:** James Aceron <n5254@lapd.online>; Brantingham, P. Jeffery <branting@ucla.edu>; Fong, Jim <jim.fong@research.ucla.edu>; ORA PATS Records <PATSRRecords@research.ucla.edu>; LAPD Contracts <LAPDContracts@lapd.online>; Barbra Ann Montesquieu <n3202@lapd.online>; Thomas Brennan <g9422@lapd.online>; Stella Larracas <n3371@lapd.online>  
**Subject:** RE: UCLA Brantingham Agreement- PATS No. 20201004

Dear Barak and James,

I am following up on the proposed Indemnification language and hoping we can schedule a call to discuss Section 405 (Inventions, Patents, and Copyrights) and PSC-21 (Ownership and License).

Jim and I are available this Friday afternoon for a call. If Friday afternoon works, can you send me some times you are available? I can then send the call in information.

All the best,

Yessenia Sarmiento, CRA

Contract & Grant Officer

*University of California, Los Angeles*

*Office of Contract & Grant Administration*

*10889 Wilshire Blvd., Suite 700*

*Los Angeles, CA 90095-1406*

Tel: 310-794-0393

[Yessenia.sarmiento@research.ucla.edu](mailto:Yessenia.sarmiento@research.ucla.edu)

\*Proposals are due to OCGA ***five business days*** prior to sponsor deadline\*

For OCGA forms, templates, and Commonly Needed Information, please contact:

Helen Kim, Contract & Grant Specialist: (310) 794-9636; [helen.kim@research.ucla.edu](mailto:helen.kim@research.ucla.edu)

---

**From:** Sarmiento, Yessenia

**Sent:** Tuesday, April 7, 2020 5:45 PM

**To:** Barak Vaughn <[barak.vaughn@lacity.org](mailto:barak.vaughn@lacity.org)>

**Cc:** James Aceron <[n5254@lapd.online](mailto:n5254@lapd.online)>; Brantingham, P. Jeffery <[branting@ucla.edu](mailto:branting@ucla.edu)>; Fong, Jim <[jim.fong@research.ucla.edu](mailto:jim.fong@research.ucla.edu)>; ORA PATS Records <[PATSRecords@research.ucla.edu](mailto:PATSRecords@research.ucla.edu)>; LAPD Contracts <[LAPDContracts@lapd.online](mailto:LAPDContracts@lapd.online)>; Barbra Ann Montesquieu <[n3202@lapd.online](mailto:n3202@lapd.online)>; Thomas Brennan <[g9422@lapd.online](mailto:g9422@lapd.online)>; Stella Larracas <[n3371@lapd.online](mailto:n3371@lapd.online)>

**Subject:** RE: UCLA Brantingham Agreement- PATS No. 20201004

Hi Barak,

Thank you for the update.

Just want to be clear that the proposed language that was sent on 03/31/2020 is only in regards to the Indemnification language. (PSC-18, PSC-19, PSC-20, and PSC-23) We will await your comments and the scheduled call.

Stay well!

All the best,

Yessenia Sarmiento, CRA

Contract & Grant Officer

*University of California, Los Angeles*

*Office of Contract & Grant Administration*

*10889 Wilshire Blvd., Suite 700*

*Los Angeles, CA 90095-1406*

Tel: 310-794-0393

[Yessenia.sarmiento@research.ucla.edu](mailto:Yessenia.sarmiento@research.ucla.edu)

\*Proposals are due to OCGA ***five business days*** prior to sponsor deadline\*

For OCGA forms, templates, and Commonly Needed Information, please contact:  
Helen Kim, Contract & Grant Specialist: (310) 794-9636; [helen.kim@research.ucla.edu](mailto:helen.kim@research.ucla.edu)

**From:** Barak Vaughn <[barak.vaughn@lacity.org](mailto:barak.vaughn@lacity.org)>  
**Sent:** Tuesday, April 7, 2020 5:35 PM  
**To:** Sarmiento, Yessenia <[yessenia.sarmiento@research.ucla.edu](mailto:yessenia.sarmiento@research.ucla.edu)>  
**Cc:** James Aceron <[n5254@lapd.online](mailto:n5254@lapd.online)>; Brantingham, P. Jeffery <[branting@ucla.edu](mailto:branting@ucla.edu)>; Fong, Jim <[jim.fong@research.ucla.edu](mailto:jim.fong@research.ucla.edu)>; ORA PATS Records <[PATSRecords@research.ucla.edu](mailto:PATSRecords@research.ucla.edu)>; LAPD Contracts <[LAPDContracts@lapd.online](mailto:LAPDContracts@lapd.online)>; Barbra Ann Montesquieu <[n3202@lapd.online](mailto:n3202@lapd.online)>; Thomas Brennan <[g9422@lapd.online](mailto:g9422@lapd.online)>; Stella Larracas <[n3371@lapd.online](mailto:n3371@lapd.online)>  
**Subject:** Re: UCLA Brantingham Agreement- PATS No. 20201004

Good evening Yessenia:

I hope you are staying safe. Your proposed language on several issues is being evaluated by LAPD. Once we receive its position on some of your proposed changes and incorporate any proposed changes from our office, we will set up the call. I am hopeful it will be by next week.

On Tue, Apr 7, 2020, 5:23 PM Sarmiento, Yessenia <[yessenia.sarmiento@research.ucla.edu](mailto:yessenia.sarmiento@research.ucla.edu)> wrote:

Dear Barak,

Hope all is well! Just a friendly follow up on the proposed language provided and the conference call to be scheduled.

If you have any questions, please do not hesitate to contact me.

All the best,

Yessenia Sarmiento, CRA

Contract & Grant Officer

*University of California, Los Angeles*

*Office of Contract & Grant Administration*

*10889 Wilshire Blvd., Suite 700*

*Los Angeles, CA 90095-1406*

Tel: 310-794-0393

[Yessenia.sarmiento@research.ucla.edu](mailto:Yessenia.sarmiento@research.ucla.edu)

\*Proposals are due to OCGA ***five business days*** prior to sponsor deadline\*

For OCGA forms, templates, and Commonly Needed Information, please contact:

Helen Kim, Contract & Grant Specialist: (310) 794-9636; [helen.kim@research.ucla.edu](mailto:helen.kim@research.ucla.edu)

---

**From:** Sarmiento, Yessenia  
**Sent:** Tuesday, March 31, 2020 2:08 PM  
**To:** 'Barak Vaughn' <[barak.vaughn@lacity.org](mailto:barak.vaughn@lacity.org)>  
**Cc:** James Aceron <[n5254@lapd.online](mailto:n5254@lapd.online)>; Brantingham, P. Jeffery <[branting@ucla.edu](mailto:branting@ucla.edu)>; Fong, Jim <[jim.fong@research.ucla.edu](mailto:jim.fong@research.ucla.edu)>; ORA PATS Records <[PATSRecords@research.ucla.edu](mailto:PATSRecords@research.ucla.edu)>; LAPD Contracts <[LAPDContracts@lapd.online](mailto:LAPDContracts@lapd.online)>; Barbra Ann Montesquieu <[n3202@lapd.online](mailto:n3202@lapd.online)>; Thomas Brennan <[g9422@lapd.online](mailto:g9422@lapd.online)>; Stella Larracas <[n3371@lapd.online](mailto:n3371@lapd.online)>  
**Subject:** RE: UCLA Brantingham Agreement- PATS No. 20201004

Dear Barak,

Thank you for getting back to me.

As suggested, please find attached the redlined agreement containing proposed language from our Risk Management office specifically to following clauses:

PSC-18, PSC-19, PSC-20, and PSC-23

We can discuss this further on the upcoming call.

All the best,

Yessenia Sarmiento, CRA

Contract & Grant Officer

*University of California, Los Angeles*

*Office of Contract & Grant Administration*

*10889 Wilshire Blvd., Suite 700*

*Los Angeles, CA 90095-1406*

Tel: 310-794-0393

[Yessenia.sarmiento@research.ucla.edu](mailto:Yessenia.sarmiento@research.ucla.edu)

\*Proposals are due to OCGA ***five business days*** prior to sponsor deadline\*

For OCGA forms, templates, and Commonly Needed Information, please contact:

Helen Kim, Contract & Grant Specialist: (310) 794-9636; [helen.kim@research.ucla.edu](mailto:helen.kim@research.ucla.edu)

**From:** Barak Vaughn <[barak.vaughn@lacity.org](mailto:barak.vaughn@lacity.org)>  
**Sent:** Monday, March 30, 2020 6:18 PM  
**To:** Sarmiento, Yessenia <[yessenia.sarmiento@research.ucla.edu](mailto:yessenia.sarmiento@research.ucla.edu)>  
**Cc:** James Aceron <[n5254@lapd.online](mailto:n5254@lapd.online)>; Brantingham, P. Jeffery <[branting@ucla.edu](mailto:branting@ucla.edu)>; Fong, Jim <[jim.fong@research.ucla.edu](mailto:jim.fong@research.ucla.edu)>; ORA PATS Records <[PATSRecords@research.ucla.edu](mailto:PATSRecords@research.ucla.edu)>; LAPD Contracts <[LAPDContracts@lapd.online](mailto:LAPDContracts@lapd.online)>; Barbra Ann Montesquieu <[n3202@lapd.online](mailto:n3202@lapd.online)>; Thomas Brennan <[g9422@lapd.online](mailto:g9422@lapd.online)>; Stella Larracas <[n3371@lapd.online](mailto:n3371@lapd.online)>  
**Subject:** Re: UCLA Brantingham Agreement- PATS No. 20201004

Yessenia:

I will confer with my colleagues and get back to you about proposed dates and times.

On Mon, Mar 30, 2020, 12:28 PM Sarmiento, Yessenia <[yessenia.sarmiento@research.ucla.edu](mailto:yessenia.sarmiento@research.ucla.edu)> wrote:

Hello James and Barak,

Hope all is well and you are safe! Thank you for getting back to me and thank you for accepting our revisions.

We would like to schedule a call to discuss Section 405 (Inventions, Patents, and Copyrights) and PSC-21 (Ownership and License) which we believe can be finalized with a discussion. Jim and I are available in the afternoons for a conference call this week. If you can provide me the days and times that would work best for you, I can send the call in information.

We will also be requesting proposed language from our Risk Management Office in regards to the indemnification clauses and will bring this back to your attention for review as soon as possible.

We are hopeful the IP and indemnification language in the agreement can be finalized and the agreement can move forward for signatures.

We appreciate your assistance and will speak to you soon.

All the best,

Yessenia Sarmiento, CRA

Contract & Grant Officer

*University of California, Los Angeles*

*Office of Contract & Grant Administration*

*10889 Wilshire Blvd., Suite 700*

*Los Angeles, CA 90095-1406*

Tel: 310-794-0393

[yessenia.sarmiento@research.ucla.edu](mailto:yessenia.sarmiento@research.ucla.edu)

\*Proposals are due to OCGA **five business days** prior to sponsor deadline\*

For OCGA forms, templates, and Commonly Needed Information, please contact:

Helen Kim, Contract & Grant Specialist: (310) 794-9636; [helen.kim@research.ucla.edu](mailto:helen.kim@research.ucla.edu)

---

**From:** James Aceron <[n5254@lapd.online](mailto:n5254@lapd.online)>

**Sent:** Friday, March 27, 2020 11:24 AM

**To:** Sarmiento, Yessenia <[yessenia.sarmiento@research.ucla.edu](mailto:yessenia.sarmiento@research.ucla.edu)>

**Cc:** Brantingham, P. Jeffery <[branting@ucla.edu](mailto:branting@ucla.edu)>; Fong, Jim <[jim.fong@research.ucla.edu](mailto:jim.fong@research.ucla.edu)>; ORA PATS Records <[PATSRecords@research.ucla.edu](mailto:PATSRecords@research.ucla.edu)>; LAPD Contracts <[LAPDContracts@lapd.online](mailto:LAPDContracts@lapd.online)>; Barbra Ann Montesquieu <[n3202@lapd.online](mailto:n3202@lapd.online)>; Thomas Brennan <[g9422@lapd.online](mailto:g9422@lapd.online)>; Barak Vaughn <[barak.vaughn@lacity.org](mailto:barak.vaughn@lacity.org)>; Stella Larracas <[n3371@lapd.online](mailto:n3371@lapd.online)>

**Subject:** Re: UCLA Brantingham Agreement- PATS No. 20201004

Hi Yessenia,

Hope you are well and safe during these challenging times. With regard to the contract, please find the latest draft with the City Attorney's comments to UCLA's latest redlines. In addition, I removed the NRA Ordinance section, as it is no longer in effect, and added a section indicating that e-signatures can now be used to execute the contract.

As you can surmise from reading the draft, we are unable to move forward with the contract, based on UCLA's latest redlines. We are certainly open to suggestions that might resolve this impasse.

Best regards,

James

James T. Aceron, Serial No. N5254

Senior Management Analyst II

Officer in Charge, Contracts Section

Fiscal Operations Division

Los Angeles Police Department

100 West First Street, Suite 767

Los Angeles, CA 90012

Main Line: (213) 486-0112

N5254@lapd.online

CONFIDENTIALITY NOTICE: This communication with its contents may contain confidential and/or legally privileged information. It is solely for the use of the intended recipient(s). Unauthorized interception, review, use or disclosure is prohibited and may violate applicable laws including the Electronic Communications Privacy Act. If you are not the intended recipient, please contact the sender and destroy all copies of the communication.

**From:** Sarmiento, Yessenia <[yessenia.sarmiento@research.ucla.edu](mailto:yessenia.sarmiento@research.ucla.edu)>  
**Sent:** Tuesday, March 24, 2020 3:52 PM  
**To:** Barak Vaughn <[barak.vaughn@lacity.org](mailto:barak.vaughn@lacity.org)>  
**Cc:** James Aceron <[n5254@lapd.online](mailto:n5254@lapd.online)>; Brantingham, P. Jeffery <[branting@ucla.edu](mailto:branting@ucla.edu)>; Fong, Jim <[jim.fong@research.ucla.edu](mailto:jim.fong@research.ucla.edu)>; ORA PATS Records <[PATSRecords@research.ucla.edu](mailto:PATSRecords@research.ucla.edu)>; LAPD Contracts <[LAPDContracts@lapd.online](mailto:LAPDContracts@lapd.online)>; Barbra Ann Montesquieu <[n3202@lapd.online](mailto:n3202@lapd.online)>  
**Subject:** RE: UCLA Brantingham Agreement- PATS No. 20201004

Good morning James,

Hope all is well.

I am following up on your meeting and the redlined agreement. If you or Mr. Vaughn have any questions, please do not hesitate to contact me.

All the best,

Yessenia Sarmiento, CRA

Contract & Grant Officer

*University of California, Los Angeles*

*Office of Contract & Grant Administration*

*10889 Wilshire Blvd., Suite 700*

*Los Angeles, CA 90095-1406*

Tel: 310-794-0393

[Yessenia.sarmiento@research.ucla.edu](mailto:Yessenia.sarmiento@research.ucla.edu)

\*Proposals are due to OCGA ***five business days*** prior to sponsor deadline\*

For OCGA forms, templates, and Commonly Needed Information, please contact:

Helen Kim, Contract & Grant Specialist: (310) 794-9636; [helen.kim@research.ucla.edu](mailto:helen.kim@research.ucla.edu)

---

**From:** Sarmiento, Yessenia  
**Sent:** Monday, March 9, 2020 3:20 PM  
**To:** Barak Vaughn <[barak.vaughn@lacity.org](mailto:barak.vaughn@lacity.org)>  
**Cc:** James Aceron <[n5254@lapd.online](mailto:n5254@lapd.online)>; Brantingham, P. Jeffery <[branting@ucla.edu](mailto:branting@ucla.edu)>; Fong, Jim <[jim.fong@research.ucla.edu](mailto:jim.fong@research.ucla.edu)>; ORA PATS Records <[PATSRecords@research.ucla.edu](mailto:PATSRecords@research.ucla.edu)>; LAPD Contracts <[LAPDContracts@lapd.online](mailto:LAPDContracts@lapd.online)>; Barbra Ann Montesquieu <[n3202@lapd.online](mailto:n3202@lapd.online)>  
**Subject:** RE: UCLA Brantingham Agreement- PATS No. 20201004

Thank you for the update.

All the best,

Yessenia Sarmiento, CRA

Contract & Grant Officer

*University of California, Los Angeles*

*Office of Contract & Grant Administration*

*10889 Wilshire Blvd., Suite 700*

*Los Angeles, CA 90095-1406*

Tel: 310-794-0393

[Yessenia.sarmiento@research.ucla.edu](mailto:Yessenia.sarmiento@research.ucla.edu)

\*Proposals are due to OCGA **five business days** prior to sponsor deadline\*

For OCGA forms, templates, and Commonly Needed Information, please contact:

Helen Kim, Contract & Grant Specialist: (310) 794-9636; [helen.kim@research.ucla.edu](mailto:helen.kim@research.ucla.edu)

**From:** Barak Vaughn <[barak.vaughn@lacity.org](mailto:barak.vaughn@lacity.org)>  
**Sent:** Monday, March 9, 2020 2:59 PM  
**To:** Sarmiento, Yessenia <[yessenia.sarmiento@research.ucla.edu](mailto:yessenia.sarmiento@research.ucla.edu)>  
**Cc:** James Aceron <[n5254@lapd.online](mailto:n5254@lapd.online)>; Brantingham, P. Jeffery <[branting@ucla.edu](mailto:branting@ucla.edu)>; Fong, Jim <[jim.fong@research.ucla.edu](mailto:jim.fong@research.ucla.edu)>; ORA PATS Records <[PATSRecords@research.ucla.edu](mailto:PATSRecords@research.ucla.edu)>; LAPD Contracts <[LAPDContracts@lapd.online](mailto:LAPDContracts@lapd.online)>; Barbra Ann Montesquieu <[n3202@lapd.online](mailto:n3202@lapd.online)>  
**Subject:** Re: UCLA Brantingham Agreement- PATS No. 20201004

Good Afternoon Yessenia:

We are in the process of getting the City team together to discuss the redlines to the Agreement and the extensive redlines to the Standard Provisions. Once that meeting takes place, we will set

up a telephonic conference with UCLA regarding the redlines. I estimate that will occur within the next 7 to 10 days.

On Mon, Mar 9, 2020 at 2:45 PM Sarmiento, Yessenia <[yessenia.sarmiento@research.ucla.edu](mailto:yessenia.sarmiento@research.ucla.edu)> wrote:

Good morning James,

Just a friendly follow up on the redlined agreement. If you or Mr. Vaughn have any questions, please do not hesitate to contact me.

All the best,

Yessenia Sarmiento, CRA

Contract & Grant Officer

University of California, Los Angeles

Office of Contract & Grant Administration

10889 Wilshire Blvd., Suite 700

Los Angeles, CA 90095-1406

Tel: 310-794-0393

[yessenia.sarmiento@research.ucla.edu](mailto:yessenia.sarmiento@research.ucla.edu)

\*Proposals are due to OCGA five business days prior to sponsor deadline\*

For OCGA forms, templates, and Commonly Needed Information, please contact:

Helen Kim, Contract & Grant Specialist: (310) 794-9636; [helen.kim@research.ucla.edu](mailto:helen.kim@research.ucla.edu)

-----Original Message-----

From: Sarmiento, Yessenia

Sent: Wednesday, March 4, 2020 7:36 AM

To: James Aceron <[n5254@lapd.online](mailto:n5254@lapd.online)>; Brantingham, P. Jeffery <[branting@ucla.edu](mailto:branting@ucla.edu)>

Cc: Fong, Jim <[jim.fong@research.ucla.edu](mailto:jim.fong@research.ucla.edu)>; Kim, Helen <[helen.kim@research.ucla.edu](mailto:helen.kim@research.ucla.edu)>; ORA PATS

Records <[PATSRecords@research.ucla.edu](mailto:PATSRecords@research.ucla.edu)>; LAPD Contracts <[LAPDContracts@lapd.online](mailto:LAPDContracts@lapd.online)>; Barak

Vaughn <[barak.vaughn@lacity.org](mailto:barak.vaughn@lacity.org)>; Barbra Ann Montesquieu <[n3202@lapd.online](mailto:n3202@lapd.online)>

Subject: RE: UCLA Brantingham Agreement- PATS No. 20201004

Good morning James,

We are following up on the redlined agreement. If you or Mr. Vaughn have any questions, please do not hesitate to contact me.

All the best,

Yessenia Sarmiento, CRA

Contract & Grant Officer

University of California, Los Angeles

Office of Contract & Grant Administration

10889 Wilshire Blvd., Suite 700

Los Angeles, CA 90095-1406

Tel: 310-794-0393

[yessenia.sarmiento@research.ucla.edu](mailto:yessenia.sarmiento@research.ucla.edu)

\*Proposals are due to OCGA five business days prior to sponsor deadline\*

For OCGA forms, templates, and Commonly Needed Information, please contact:  
Helen Kim, Contract & Grant Specialist: (310) 794-9636; [helen.kim@research.ucla.edu](mailto:helen.kim@research.ucla.edu)

-----Original Message-----

From: James Aceron <[n5254@lapd.online](mailto:n5254@lapd.online)>  
Sent: Wednesday, February 26, 2020 12:41 PM  
To: Sarmiento, Yessenia <[yessenia.sarmiento@research.ucla.edu](mailto:yessenia.sarmiento@research.ucla.edu)>; Brantingham, P. Jeffery <[branting@ucla.edu](mailto:branting@ucla.edu)>  
Cc: Fong, Jim <[jim.fong@research.ucla.edu](mailto:jim.fong@research.ucla.edu)>; Kim, Helen <[helen.kim@research.ucla.edu](mailto:helen.kim@research.ucla.edu)>; ORA PATS Records <[PATSRecords@research.ucla.edu](mailto:PATSRecords@research.ucla.edu)>; LAPD Contracts <[LAPDContracts@lapd.online](mailto:LAPDContracts@lapd.online)>; Barak Vaughn <[barak.vaughn@lacity.org](mailto:barak.vaughn@lacity.org)>; Barbra Ann Montesquieu <[n3202@lapd.online](mailto:n3202@lapd.online)>  
Subject: Re: UCLA Brantingham Agreement- PATS No. 20201004

Hi Yessenia,

Thank you for the revised draft. We'll get back to you as soon as Barak Vaughn, our City Attorney, completes his review.

Best regards,

James

James T. Aceron, Serial No. N5254  
Senior Management Analyst II  
Officer in Charge, Contracts Section  
Fiscal Operations Division  
Los Angeles Police Department  
100 West First Street, Suite 767  
Los Angeles, CA 90012  
[REDACTED]

Main Line: (213) 486-0112  
[N5254@lapd.online](mailto:N5254@lapd.online)

CONFIDENTIALITY NOTICE: This communication with its contents may contain confidential and/or legally privileged information. It is solely for the use of the intended recipient(s). Unauthorized interception, review, use or disclosure is prohibited and may violate applicable laws including the Electronic Communications Privacy Act. If you are not the intended recipient, please contact the sender and destroy all copies of the communication.

---

From: Sarmiento, Yessenia <[yessenia.sarmiento@research.ucla.edu](mailto:yessenia.sarmiento@research.ucla.edu)>  
Sent: Wednesday, February 26, 2020 12:21 PM  
To: James Aceron; Brantingham, P. Jeffery

Cc: Fong, Jim; Kim, Helen; ORA PATS Records; LAPD Contracts; Barak Vaughn; Barbra Ann Montesquieu; Rachel Rodriguez; Jeffrey Bert  
Subject: RE: UCLA Brantingham Agreement- PATS No. 20201004

ATTENTION: This email originated outside of LAPD. Please use caution when clicking on hyperlinks or opening attachments if you are unfamiliar with the sender.

Hello James,

Please find attached the redlined agreement. If you or the City Attorney have any questions, please feel free to contact me.

We appreciate your assistance in finalizing this agreement.

All the best,  
Yessenia Sarmiento, CRA  
Contract & Grant Officer  
University of California, Los Angeles  
Office of Contract & Grant Administration  
10889 Wilshire Blvd., Suite 700  
Los Angeles, CA 90095-1406  
Tel: 310-794-0393  
[Yessenia.sarmiento@research.ucla.edu](mailto:Yessenia.sarmiento@research.ucla.edu)

\*Proposals are due to OCGA five business days prior to sponsor deadline\*

For OCGA forms, templates, and Commonly Needed Information, please contact:  
Helen Kim, Contract & Grant Specialist: (310) 794-9636; [helen.kim@research.ucla.edu](mailto:helen.kim@research.ucla.edu)

-----Original Message-----

From: James Aceron <[n5254@lapd.online](mailto:n5254@lapd.online)>  
Sent: Friday, February 21, 2020 9:40 AM  
To: Sarmiento, Yessenia <[yessenia.sarmiento@research.ucla.edu](mailto:yessenia.sarmiento@research.ucla.edu)>; Brantingham, P. Jeffery <[branting@ucla.edu](mailto:branting@ucla.edu)>  
Cc: Fong, Jim <[jim.fong@research.ucla.edu](mailto:jim.fong@research.ucla.edu)>; Kim, Helen <[helen.kim@research.ucla.edu](mailto:helen.kim@research.ucla.edu)>; ORA PATS Records <[PATSRecords@research.ucla.edu](mailto:PATSRecords@research.ucla.edu)>; LAPD Contracts <[LAPDContracts@lapd.online](mailto:LAPDContracts@lapd.online)>; Barak Vaughn <[barak.vaughn@lacity.org](mailto:barak.vaughn@lacity.org)>; Barbra Ann Montesquieu <[n3202@lapd.online](mailto:n3202@lapd.online)>; Rachel Rodriguez <[37455@lapd.online](mailto:37455@lapd.online)>; Jeffrey Bert <[33112@lapd.online](mailto:33112@lapd.online)>  
Subject: Re: UCLA Brantingham Agreement- PATS No. 20201004

Hi Yessenia,

I'm just following up on where UCLA is at with the contract, based on our January 29, 2020 teleconference with the City Attorney. Any idea when we should expect it?

Thanks,

James

James T. Aceron, Serial No. N5254  
Senior Management Analyst II  
Officer in Charge, Contracts Section  
Fiscal Operations Division  
Los Angeles Police Department  
100 West First Street, Suite 767  
Los Angeles, CA 90012

[REDACTED]  
Main Line: (213) 486-0112  
[N5254@lapd.online](mailto:N5254@lapd.online)

CONFIDENTIALITY NOTICE: This communication with its contents may contain confidential and/or legally privileged information. It is solely for the use of the intended recipient(s). Unauthorized interception, review, use or disclosure is prohibited and may violate applicable laws including the Electronic Communications Privacy Act. If you are not the intended recipient, please contact the sender and destroy all copies of the communication.

---

From: Sarmiento, Yessenia <[yessenia.sarmiento@research.ucla.edu](mailto:yessenia.sarmiento@research.ucla.edu)>  
Sent: Monday, January 27, 2020 8:28 AM  
To: James Aceron; Brantingham, P. Jeffery  
Cc: Fong, Jim; Kim, Helen; ORA PATS Records; LAPD Contracts; Barak Vaughn; Barbra Ann Montesquieu; Rachel Rodriguez; Jeffrey Bert  
Subject: RE: UCLA Brantingham Agreement- PATS No. 20201004

ATTENTION: This email originated outside of LAPD. Please use caution when clicking on hyperlinks or opening attachments if you are unfamiliar with the sender.

Good morning James and Jeff,

Please see below the call-in information for our conference call scheduled Wednesday, January 29th at 10AM:

Dial: 1 669 900 6833 US (San Jose)  
Meeting ID: [REDACTED]

Speak to you soon,  
Yessenia Sarmiento, CRA  
Contract & Grant Officer  
University of California, Los Angeles  
Office of Contract & Grant Administration  
10889 Wilshire Blvd., Suite 700  
Los Angeles, CA 90095-1406  
Tel: 310-794-0393

[Yessenia.sarmiento@research.ucla.edu](mailto:Yessenia.sarmiento@research.ucla.edu)<mailto:[Yessenia.sarmiento@research.ucla.edu](mailto:Yessenia.sarmiento@research.ucla.edu)>

\*Proposals are due to OCGA five business days prior to sponsor deadline\*

For OCGA forms, templates, and Commonly Needed Information, please contact:

Helen Kim, Contract & Grant Specialist: (310) 794-9636;

[helen.kim@research.ucla.edu](mailto:helen.kim@research.ucla.edu)<mailto:[helen.kim@research.ucla.edu](mailto:helen.kim@research.ucla.edu)>

From: James Aceron <[n5254@lapd.online](mailto:n5254@lapd.online)>

Sent: Friday, January 24, 2020 3:10 PM

To: Brantingham, P. Jeffery <[branting@ucla.edu](mailto:branting@ucla.edu)>; Sarmiento, Yessenia <[yessenia.sarmiento@research.ucla.edu](mailto:yessenia.sarmiento@research.ucla.edu)>

Cc: Fong, Jim <[jim.fong@research.ucla.edu](mailto:jim.fong@research.ucla.edu)>; Kim, Helen <[helen.kim@research.ucla.edu](mailto:helen.kim@research.ucla.edu)>; ORA PATS Records <[PATSRecords@research.ucla.edu](mailto:PATSRecords@research.ucla.edu)>; LAPD Contracts <[LAPDContracts@lapd.online](mailto:LAPDContracts@lapd.online)>; Barak Vaughn <[barak.vaughn@lacity.org](mailto:barak.vaughn@lacity.org)>; Barbra Ann Montesquieu <[n3202@lapd.online](mailto:n3202@lapd.online)>; Rachel Rodriguez <[37455@lapd.online](mailto:37455@lapd.online)>; Jeffrey Bert <[33112@lapd.online](mailto:33112@lapd.online)>

Subject: Re: UCLA Brantingham Agreement- PATS No. 20201004

Okay, Wednesday, 10 a.m. - 12 noon, it is.

Best regards,

James

---

From: Jeff Brantingham <[branting@ucla.edu](mailto:branting@ucla.edu)<mailto:[branting@ucla.edu](mailto:branting@ucla.edu)>>

Sent: Friday, January 24, 2020 2:52 PM

To: Sarmiento, Yessenia

<[yessenia.sarmiento@research.ucla.edu](mailto:yessenia.sarmiento@research.ucla.edu)<mailto:[yessenia.sarmiento@research.ucla.edu](mailto:yessenia.sarmiento@research.ucla.edu)>>

Cc: James Aceron <[n5254@lapd.online](mailto:n5254@lapd.online)<mailto:[n5254@lapd.online](mailto:n5254@lapd.online)>>; Fong, Jim

<[jim.fong@research.ucla.edu](mailto:jim.fong@research.ucla.edu)<mailto:[jim.fong@research.ucla.edu](mailto:jim.fong@research.ucla.edu)>>; Kim, Helen

<[helen.kim@research.ucla.edu](mailto:helen.kim@research.ucla.edu)<mailto:[helen.kim@research.ucla.edu](mailto:helen.kim@research.ucla.edu)>>; ORA PATS Records

<[PATSRecords@research.ucla.edu](mailto:PATSRecords@research.ucla.edu)<mailto:[PATSRecords@research.ucla.edu](mailto:PATSRecords@research.ucla.edu)>>; LAPD Contracts

<[LAPDContracts@lapd.online](mailto:LAPDContracts@lapd.online)<mailto:[LAPDContracts@lapd.online](mailto:LAPDContracts@lapd.online)>>; Barak Vaughn

<[barak.vaughn@lacity.org](mailto:barak.vaughn@lacity.org)<mailto:[barak.vaughn@lacity.org](mailto:barak.vaughn@lacity.org)>>; Barbra Ann Montesquieu

<[n3202@lapd.online](mailto:n3202@lapd.online)<mailto:[n3202@lapd.online](mailto:n3202@lapd.online)>>; Rachel Rodriguez

<[37455@lapd.online](mailto:37455@lapd.online)<mailto:[37455@lapd.online](mailto:37455@lapd.online)>>; Jeffrey Bert

<[33112@lapd.online](mailto:33112@lapd.online)<mailto:[33112@lapd.online](mailto:33112@lapd.online)>>

Subject: Re: UCLA Brantingham Agreement- PATS No. 20201004

ATTENTION: This email originated outside of LAPD. Please use caution when clicking on hyperlinks or opening attachments if you are unfamiliar with the sender.

Hello All:

I have put Wednesday Jan 29, 10AM-12PM in my calendar.

Sincerely,  
Jeff

On Fri, Jan 24, 2020 at 2:49 PM Sarmiento, Yessenia  
<[yessenia.sarmiento@research.ucla.edu](mailto:yessenia.sarmiento@research.ucla.edu)><mailto:[yessenia.sarmiento@research.ucla.edu](mailto:yessenia.sarmiento@research.ucla.edu)>> wrote:  
Hi Jim and James,

Wednesday 10am-12pm works for me as well. Once we hear back from Dr. Brantingham, I can share the conference call information.

Best,  
Yessenia

---

From: James Aceron <[n5254@lapd.online](mailto:n5254@lapd.online)><mailto:[n5254@lapd.online](mailto:n5254@lapd.online)>>  
Sent: Friday, January 24, 2020 11:23:28 AM  
To: Fong, Jim <[jim.fong@research.ucla.edu](mailto:jim.fong@research.ucla.edu)><mailto:[jim.fong@research.ucla.edu](mailto:jim.fong@research.ucla.edu)>>; Sarmiento, Yessenia  
<[yessenia.sarmiento@research.ucla.edu](mailto:yessenia.sarmiento@research.ucla.edu)><mailto:[yessenia.sarmiento@research.ucla.edu](mailto:yessenia.sarmiento@research.ucla.edu)>>  
Cc: Kim, Helen <[helen.kim@research.ucla.edu](mailto:helen.kim@research.ucla.edu)><mailto:[helen.kim@research.ucla.edu](mailto:helen.kim@research.ucla.edu)>>; ORA PATS  
Records <[PATSRecords@research.ucla.edu](mailto:PATSRecords@research.ucla.edu)><mailto:[PATSRecords@research.ucla.edu](mailto:PATSRecords@research.ucla.edu)>>; LAPD Contracts  
<[LAPDContracts@lapd.online](mailto:LAPDContracts@lapd.online)><mailto:[LAPDContracts@lapd.online](mailto:LAPDContracts@lapd.online)>>; Barak Vaughn  
<[barak.vaughn@lacity.org](mailto:barak.vaughn@lacity.org)><mailto:[barak.vaughn@lacity.org](mailto:barak.vaughn@lacity.org)>>; Barbra Ann Montesquieu  
<[n3202@lapd.online](mailto:n3202@lapd.online)><mailto:[n3202@lapd.online](mailto:n3202@lapd.online)>>; Brantingham, P. Jeffery  
<[branting@ucla.edu](mailto:branting@ucla.edu)><mailto:[branting@ucla.edu](mailto:branting@ucla.edu)>>; Rachel Rodriguez  
<[37455@lapd.online](mailto:37455@lapd.online)><mailto:[37455@lapd.online](mailto:37455@lapd.online)>>; Jeffrey Bert  
<[33112@lapd.online](mailto:33112@lapd.online)><mailto:[33112@lapd.online](mailto:33112@lapd.online)>>  
Subject: Re: UCLA Brantingham Agreement- PATS No. 20201004

Hi Jim,

Either 10-11 or 11-12 works for us. Just let us know what works best for you, Jeff, and Yessenia.

Our preference is for the original contract language to remain as is because of the City's contracting requirements. Are there clauses in the contract that conflict with UCLA's contracting requirements?

Thank you,

James

James T. Aceron, Serial No. N5254

Senior Management Analyst II

Officer in Charge, Contracts Section

Fiscal Operations Division

Los Angeles Police Department

100 West First Street, Suite 773

Los Angeles, CA 90012

[REDACTED]

Main Line: (213) 486-0112

N5254@lapd.online<mailto:[N5254@lapd.online](mailto:N5254@lapd.online)>

CONFIDENTIALITY NOTICE: This communication with its contents may contain confidential and/or legally privileged information. It is solely for the use of the intended recipient(s). Unauthorized interception, review, use or disclosure is prohibited and may violate applicable laws including the Electronic Communications Privacy Act. If you are not the intended recipient, please contact the sender and destroy all copies of the communication.

---

From: Fong, Jim <[jim.fong@research.ucla.edu](mailto:jim.fong@research.ucla.edu)<mailto:[jim.fong@research.ucla.edu](mailto:jim.fong@research.ucla.edu)>>>  
Sent: Friday, January 24, 2020 9:13 AM  
To: James Aceron <n5254@lapd.online<mailto:[n5254@lapd.online](mailto:n5254@lapd.online)>>; Sarmiento, Yessenia <[yessenia.sarmiento@research.ucla.edu](mailto:yessenia.sarmiento@research.ucla.edu)<mailto:[yessenia.sarmiento@research.ucla.edu](mailto:yessenia.sarmiento@research.ucla.edu)>>  
Cc: Kim, Helen <[helen.kim@research.ucla.edu](mailto:helen.kim@research.ucla.edu)<mailto:[helen.kim@research.ucla.edu](mailto:helen.kim@research.ucla.edu)>>; ORA PATS Records <[PATSRecords@research.ucla.edu](mailto:PATSRecords@research.ucla.edu)<mailto:[PATSRecords@research.ucla.edu](mailto:PATSRecords@research.ucla.edu)>>; LAPD Contracts <[LAPDContracts@lapd.online](mailto:LAPDContracts@lapd.online)<mailto:[LAPDContracts@lapd.online](mailto:LAPDContracts@lapd.online)>>; Barak Vaughn <[barak.vaughn@lacity.org](mailto:barak.vaughn@lacity.org)<mailto:[barak.vaughn@lacity.org](mailto:barak.vaughn@lacity.org)>>; Barbra Ann Montesquieu <n3202@lapd.online<mailto:[n3202@lapd.online](mailto:n3202@lapd.online)>>; Brantingham, P. Jeffery <[branting@ucla.edu](mailto:branting@ucla.edu)<mailto:[branting@ucla.edu](mailto:branting@ucla.edu)>>; Rachel Rodriguez <37455@lapd.online<mailto:[37455@lapd.online](mailto:37455@lapd.online)>>; Jeffrey Bert <33112@lapd.online<mailto:[33112@lapd.online](mailto:33112@lapd.online)>>  
Subject: RE: UCLA Brantingham Agreement- PATS No. 20201004

ATTENTION: This email originated outside of LAPD. Please use caution when clicking on hyperlinks or opening attachments if you are unfamiliar with the sender.

James,

I'm Yessenia's supervisor and she is out today. For me, Wednesday from 10-12 noon works best.

If possible, can you share what clauses are an absolute "no" for LAPD or is it a matter of wordsmithing some of the language?

Jim Fong

Assistant Director, Contracts and Incoming Subawards

Office of Contract and Grant Administration

University of California, Los Angeles

Ph: 310-794-0608

Em: [Jim.Fong@research.ucla.edu](mailto:Jim.Fong@research.ucla.edu)<mailto:Jim.Fong@research.ucla.edu>

From: James Aceron <n5254@lapd.online<mailto:n5254@lapd.online>>  
Sent: Friday, January 24, 2020 8:38 AM  
To: Sarmiento, Yessenia  
<[yessenia.sarmiento@research.ucla.edu](mailto:yessenia.sarmiento@research.ucla.edu)<mailto:yessenia.sarmiento@research.ucla.edu>>  
Cc: Kim, Helen <[helen.kim@research.ucla.edu](mailto:helen.kim@research.ucla.edu)<mailto:helen.kim@research.ucla.edu>>; ORA PATS  
Records <[PATSRecords@research.ucla.edu](mailto:PATSRecords@research.ucla.edu)<mailto:PATSRecords@research.ucla.edu>>; LAPD Contracts  
<[LAPDContracts@lapd.online](mailto:LAPDContracts@lapd.online)<mailto:LAPDContracts@lapd.online>>; Barak Vaughn  
<[barak.vaughn@lacity.org](mailto:barak.vaughn@lacity.org)<mailto:barak.vaughn@lacity.org>>; Barbra Ann Montesquieu  
<n3202@lapd.online<mailto:n3202@lapd.online>>; Brantingham, P. Jeffery  
<[branting@ucla.edu](mailto:branting@ucla.edu)<mailto:branting@ucla.edu>>; Rachel Rodriguez  
<37455@lapd.online<mailto:37455@lapd.online>>; Jeffrey Bert  
<33112@lapd.online<mailto:33112@lapd.online>>; Fong, Jim  
<[jim.fong@research.ucla.edu](mailto:jim.fong@research.ucla.edu)<mailto:jim.fong@research.ucla.edu>>  
Subject: Re: UCLA Brantingham Agreement- PATS No. 20201004

Hi Yessenia,

Sounds good. We're unavailable Monday and Tuesday. How about Wednesday or Thursday between 10-12 noon or 1-2 p.m.?

James

James T. Aceron, Serial No. N5254

Senior Management Analyst II

Officer in Charge, Contracts Section

Fiscal Operations Division

Los Angeles Police Department

100 West First Street, Suite 773

Los Angeles, CA 90012

[REDACTED]  
Main Line: (213) 486-0112

N5254@lapd.online<mailto:[N5254@lapd.online](mailto:N5254@lapd.online)>

CONFIDENTIALITY NOTICE: This communication with its contents may contain confidential and/or legally privileged information. It is solely for the use of the intended recipient(s). Unauthorized interception, review, use or disclosure is prohibited and may violate applicable laws including the Electronic Communications Privacy Act. If you are not the intended recipient, please contact the sender and destroy all copies of the communication.

---

From: Sarmiento, Yessenia  
<[yessenia.sarmiento@research.ucla.edu](mailto:yessenia.sarmiento@research.ucla.edu)<mailto:[yessenia.sarmiento@research.ucla.edu](mailto:yessenia.sarmiento@research.ucla.edu)>>  
Sent: Thursday, January 23, 2020 11:30 PM  
To: James Aceron <n5254@lapd.online<mailto:[n5254@lapd.online](mailto:n5254@lapd.online)>>  
Cc: Kim, Helen <[helen.kim@research.ucla.edu](mailto:helen.kim@research.ucla.edu)<mailto:[helen.kim@research.ucla.edu](mailto:helen.kim@research.ucla.edu)>>; ORA PATS Records <[PATSRecords@research.ucla.edu](mailto:PATSRecords@research.ucla.edu)<mailto:[PATSRecords@research.ucla.edu](mailto:PATSRecords@research.ucla.edu)>>; LAPD Contracts <[LAPDContracts@lapd.online](mailto:LAPDContracts@lapd.online)<mailto:[LAPDContracts@lapd.online](mailto:LAPDContracts@lapd.online)>>; Barak Vaughn <[barak.vaughn@lacity.org](mailto:barak.vaughn@lacity.org)<mailto:[barak.vaughn@lacity.org](mailto:barak.vaughn@lacity.org)>>; Barbra Ann Montesquieu <n3202@lapd.online<mailto:[n3202@lapd.online](mailto:n3202@lapd.online)>>; Brantingham, P. Jeffery <[branting@ucla.edu](mailto:branting@ucla.edu)<mailto:[branting@ucla.edu](mailto:branting@ucla.edu)>>; Rachel Rodriguez <37455@lapd.online<mailto:[37455@lapd.online](mailto:37455@lapd.online)>>; Jeffrey Bert <33112@lapd.online<mailto:[33112@lapd.online](mailto:33112@lapd.online)>>; Fong, Jim <[jim.fong@research.ucla.edu](mailto:jim.fong@research.ucla.edu)<mailto:[jim.fong@research.ucla.edu](mailto:jim.fong@research.ucla.edu)>>  
Subject: RE: UCLA Brantingham Agreement- PATS No. 20201004

ATTENTION: This email originated outside of LAPD. Please use caution when clicking on hyperlinks or opening attachments if you are unfamiliar with the sender.

Hello James,

Thank you for getting back to me. [REDACTED]

Can we schedule a call for Monday to further discuss the terms and conditions? Is it possible to also have the city attorney on the call as well? If you can provide me available times, I can coordinate with my supervisor and Dr. Brantingham to schedule a call. I am scheduled out of the office tomorrow but will check email to confirm a day and time and share the conference call information.

All the best,

Yessenia Sarmiento, CRA

Contract & Grant Officer

University of California, Los Angeles

Office of Contract & Grant Administration

10889 Wilshire Blvd., Suite 700

Los Angeles, CA 90095-1406

Tel: 310-794-0393

[Yessenia.sarmiento@research.ucla.edu](mailto:Yessenia.sarmiento@research.ucla.edu)<mailto:[Yessenia.sarmiento@research.ucla.edu](mailto:Yessenia.sarmiento@research.ucla.edu)>

\*Proposals are due to OCGA five business days prior to sponsor deadline\*

For OCGA forms, templates, and Commonly Needed Information, please contact:

Helen Kim, Contract & Grant Specialist: (310) 794-9636;  
[helen.kim@research.ucla.edu](mailto:helen.kim@research.ucla.edu)<mailto:[helen.kim@research.ucla.edu](mailto:helen.kim@research.ucla.edu)>

From: James Aceron <n5254@lapd.online<mailto:n5254@lapd.online>>  
Sent: Wednesday, January 22, 2020 2:41 PM  
To: Sarmiento, Yessenia  
<[yessenia.sarmiento@research.ucla.edu](mailto:yessenia.sarmiento@research.ucla.edu)<mailto:[yessenia.sarmiento@research.ucla.edu](mailto:yessenia.sarmiento@research.ucla.edu)>>  
Cc: Kim, Helen <[helen.kim@research.ucla.edu](mailto:helen.kim@research.ucla.edu)<mailto:[helen.kim@research.ucla.edu](mailto:helen.kim@research.ucla.edu)>>; ORA PATS  
Records <[PATSRecords@research.ucla.edu](mailto:PATSRecords@research.ucla.edu)<mailto:[PATSRecords@research.ucla.edu](mailto:PATSRecords@research.ucla.edu)>>; LAPD Contracts  
<[LAPDContracts@lapd.online](mailto:LAPDContracts@lapd.online)<mailto:[LAPDContracts@lapd.online](mailto:LAPDContracts@lapd.online)>>; Barak Vaughn  
<[barak.vaughn@lacity.org](mailto:barak.vaughn@lacity.org)<mailto:[barak.vaughn@lacity.org](mailto:barak.vaughn@lacity.org)>>; Barbra Ann Montesquieu  
<n3202@lapd.online<mailto:[n3202@lapd.online](mailto:n3202@lapd.online)>>; Brantingham, P. Jeffery  
<[branting@ucla.edu](mailto:branting@ucla.edu)<mailto:[branting@ucla.edu](mailto:branting@ucla.edu)>>; Rachel Rodriguez  
<37455@lapd.online<mailto:[37455@lapd.online](mailto:37455@lapd.online)>>; Jeffrey Bert  
<33112@lapd.online<mailto:[33112@lapd.online](mailto:33112@lapd.online)>>  
Subject: Re: UCLA Brantingham Agreement- PATS No. 20201004

Hi Yessenia,

Happy New Year! [REDACTED]

This is a follow-up of a voicemail I left you. We discussed UCLA's redlines with the City Attorney. Unfortunately, with the exception of the NRA Disclosure -- which we agree to remove --the contract cannot be executed in its current form, as revised by UCLA. Please call me at your earliest convenience to discuss ways we might be able to move forward on this.

Thank you,

James

James T. Aceron, Serial No. N5254

Senior Management Analyst II

Officer in Charge, Contracts Section

Fiscal Operations Division

Los Angeles Police Department

100 West First Street, Suite 767

Los Angeles, CA 90012

[REDACTED]  
Main Line: (213) 486-0112

N5254@lapd.online<mailto:[N5254@lapd.online](mailto:N5254@lapd.online)>

CONFIDENTIALITY NOTICE: This communication with its contents may contain confidential and/or legally privileged information. It is solely for the use of the intended recipient(s). Unauthorized interception, review, use or disclosure is prohibited and may violate applicable laws including the Electronic Communications Privacy Act. If you are not the intended recipient, please contact the sender and destroy all copies of the communication.

---

From: Sarmiento, Yessenia

<[yessenia.sarmiento@research.ucla.edu](mailto:yessenia.sarmiento@research.ucla.edu)<mailto:[yessenia.sarmiento@research.ucla.edu](mailto:yessenia.sarmiento@research.ucla.edu)>>

Sent: Friday, January 17, 2020 12:29 PM

To: James Aceron <n5254@lapd.online<mailto:[n5254@lapd.online](mailto:n5254@lapd.online)>>

Cc: Kim, Helen <[helen.kim@research.ucla.edu](mailto:helen.kim@research.ucla.edu)<mailto:[helen.kim@research.ucla.edu](mailto:helen.kim@research.ucla.edu)>>; ORA PATS Records <[PATSRecords@research.ucla.edu](mailto:PATSRecords@research.ucla.edu)<mailto:[PATSRecords@research.ucla.edu](mailto:PATSRecords@research.ucla.edu)>>; LAPD Contracts <LAPDContracts@lapd.online<mailto:[LAPDContracts@lapd.online](mailto:LAPDContracts@lapd.online)>>; Barak Vaughn <[barak.vaughn@lacity.org](mailto:barak.vaughn@lacity.org)<mailto:[barak.vaughn@lacity.org](mailto:barak.vaughn@lacity.org)>>; Barbra Ann Montesquieu <n3202@lapd.online<mailto:[n3202@lapd.online](mailto:n3202@lapd.online)>>; Brantingham, P. Jeffery <[branting@ucla.edu](mailto:branting@ucla.edu)<mailto:[branting@ucla.edu](mailto:branting@ucla.edu)>>; Rachel Rodriguez <37455@lapd.online<mailto:[37455@lapd.online](mailto:37455@lapd.online)>>; Jeffrey Bert <33112@lapd.online<mailto:[33112@lapd.online](mailto:33112@lapd.online)>>

Subject: RE: UCLA Brantingham Agreement- PATS No. 20201004

ATTENTION: This email originated outside of LAPD. Please use caution when clicking on hyperlinks or opening attachments if you are unfamiliar with the sender.

Hello James,

Happy New Year! My apologies for not contacting you sooner. Our office was closed for the Holiday closure [REDACTED] I am catching up through emails and agreement now.

I am following up on the agreement and inquiring if the city attorney has reviewed our revisions. Please feel free to contact me if you need more information or if you would like to schedule a call to discuss the revisions.

All the best,

Yessenia Sarmiento, CRA

Contract & Grant Officer

University of California, Los Angeles

Office of Contract & Grant Administration

10889 Wilshire Blvd., Suite 700

Los Angeles, CA 90095-1406

Tel: 310-794-0393

[Yessenia.sarmiento@research.ucla.edu](mailto:Yessenia.sarmiento@research.ucla.edu)<mailto:[Yessenia.sarmiento@research.ucla.edu](mailto:Yessenia.sarmiento@research.ucla.edu)>

\*Proposals are due to OCGA five business days prior to sponsor deadline\*

For OCGA forms, templates, and Commonly Needed Information, please contact:

Helen Kim, Contract & Grant Specialist: (310) 794-9636;  
[helen.kim@research.ucla.edu](mailto:helen.kim@research.ucla.edu)<mailto:[helen.kim@research.ucla.edu](mailto:helen.kim@research.ucla.edu)>

From: James Aceron <n5254@lapd.online<mailto:n5254@lapd.online>>  
Sent: Tuesday, December 17, 2019 7:37 AM  
To: Sarmiento, Yessenia  
<[yessenia.sarmiento@research.ucla.edu](mailto:yessenia.sarmiento@research.ucla.edu)<mailto:[yessenia.sarmiento@research.ucla.edu](mailto:yessenia.sarmiento@research.ucla.edu)>>  
Cc: Kim, Helen <[helen.kim@research.ucla.edu](mailto:helen.kim@research.ucla.edu)<mailto:[helen.kim@research.ucla.edu](mailto:helen.kim@research.ucla.edu)>>; ORA PATS  
Records <[PATSRecords@research.ucla.edu](mailto:PATSRecords@research.ucla.edu)<mailto:[PATSRecords@research.ucla.edu](mailto:PATSRecords@research.ucla.edu)>>; LAPD Contracts  
<[LAPDContracts@lapd.online](mailto:LAPDContracts@lapd.online)<mailto:[LAPDContracts@lapd.online](mailto:LAPDContracts@lapd.online)>>; Barak Vaughn  
<[barak.vaughn@lacity.org](mailto:barak.vaughn@lacity.org)<mailto:[barak.vaughn@lacity.org](mailto:barak.vaughn@lacity.org)>>; Barbra Ann Montesquieu  
<n3202@lapd.online<mailto:[n3202@lapd.online](mailto:n3202@lapd.online)>>; Brantingham, P. Jeffery  
<[branting@ucla.edu](mailto:branting@ucla.edu)<mailto:[branting@ucla.edu](mailto:branting@ucla.edu)>>; Rachel Rodriguez  
<37455@lapd.online<mailto:[37455@lapd.online](mailto:37455@lapd.online)>>; Jeffrey Bert  
<33112@lapd.online<mailto:[33112@lapd.online](mailto:33112@lapd.online)>>  
Subject: Re: UCLA Brantingham Agreement- PATS No. 20201004

HI Yessenia,

Our City Attorney is currently reviewing your proposed revisions to the contract, which includes exceptions to the City's Standard Provisions. Once he completes his review, we'll need to teleconference to discuss them.

Please note: the contract will need to go through the City, not the foundation, because the grant was awarded to the City. As such, the City's Standard Provisions will need to be adhered to, as a rule. Also, The Regents of the University of California, acting on behalf of the California Policy Lab, recently signed a contract (C-133900) that included the Standard Provisions without exceptions.

Thank you,

James

James T. Aceron, Serial No. N5254

Senior Management Analyst II

Officer in Charge, Contracts Section

Fiscal Operations Division

Los Angeles Police Department

100 West First Street, Suite 1061

Los Angeles, CA 90012

[REDACTED]  
Main Line: (213) 486-0112

N5254@lapd.online<mailto:[N5254@lapd.online](mailto:N5254@lapd.online)>

CONFIDENTIALITY NOTICE: This communication with its contents may contain confidential and/or legally privileged information. It is solely for the use of the intended recipient(s). Unauthorized interception, review, use or disclosure is prohibited and may violate applicable laws including the Electronic Communications Privacy Act. If you are not the intended recipient, please contact the sender and destroy all copies of the communication.

---

From: Sarmiento, Yessenia

<[yessenia.sarmiento@research.ucla.edu](mailto:yessenia.sarmiento@research.ucla.edu)<mailto:[yessenia.sarmiento@research.ucla.edu](mailto:yessenia.sarmiento@research.ucla.edu)>>

Sent: Monday, December 16, 2019 9:41 AM

To: Barbra Ann Montesquieu <n3202@lapd.online<mailto:[n3202@lapd.online](mailto:n3202@lapd.online)>>

Cc: Kim, Helen <[helen.kim@research.ucla.edu](mailto:helen.kim@research.ucla.edu)<mailto:[helen.kim@research.ucla.edu](mailto:helen.kim@research.ucla.edu)>>; ORA PATS Records <[PATSRecords@research.ucla.edu](mailto:PATSRecords@research.ucla.edu)<mailto:[PATSRecords@research.ucla.edu](mailto:PATSRecords@research.ucla.edu)>>; James Aceron <n5254@lapd.online<mailto:[n5254@lapd.online](mailto:n5254@lapd.online)>>

Subject: RE: UCLA Brantingham Agreement- PATS No. 20201004

ATTENTION: This email originated outside of LAPD. Please use caution when clicking on hyperlinks or opening attachments if you are unfamiliar with the sender.

Good morning Barbra and James,

I am following up on my email below. If you have any questions or would like to discuss further, please do not hesitate to contact me.

All the best,

Yessenia Sarmiento, CRA

Contract & Grant Officer

University of California, Los Angeles

Office of Contract & Grant Administration

10889 Wilshire Blvd., Suite 700

Los Angeles, CA 90095-1406

Tel: 310-794-0393

[Yessenia.sarmiento@research.ucla.edu](mailto:Yessenia.sarmiento@research.ucla.edu)<mailto:[Yessenia.sarmiento@research.ucla.edu](mailto:Yessenia.sarmiento@research.ucla.edu)>

\*Proposals are due to OCGA five business days prior to sponsor deadline\*

For OCGA forms, templates, and Commonly Needed Information, please contact:

Helen Kim, Contract & Grant Specialist: (310) 794-9636;  
[helen.kim@research.ucla.edu](mailto:helen.kim@research.ucla.edu)<mailto:[helen.kim@research.ucla.edu](mailto:helen.kim@research.ucla.edu)>

In observance of the UCLA Winter Holiday Closure the Office of Contract and Grant Administration will close at 5:00 PM on Friday, December 20, 2019, and will reopen at 8:00 AM on Thursday, January 2, 2020.

To ensure timely review and processing of applications and other inquiries related to sponsored project activities, with sponsor due dates between December 21, 2019 and January 2, 2020, please submit to OCGA no later than 8:00 AM on Monday, December 16, 2019.

From: Sarmiento, Yessenia  
Sent: Wednesday, December 11, 2019 12:29 PM  
To: Barbra Ann Montesquieu <n3202@lapd.online<mailto:n3202@lapd.online>>  
Cc: Kim, Helen <[helen.kim@research.ucla.edu](mailto:helen.kim@research.ucla.edu)<mailto:helen.kim@research.ucla.edu>>; ORA PATS Records <[PATSRecords@research.ucla.edu](mailto:PATSRecords@research.ucla.edu)<mailto:PATSRecords@research.ucla.edu>>; James Aceron <n5254@lapd.online<mailto:n5254@lapd.online>>  
Subject: RE: UCLA Brantingham Agreement- PATS No. 20201004

Hello Barbra and James,

Please find attached the redlined agreement that incorporates the Prime Award from DOJ as opposed to the terms and conditions and City Provisions. As stated, UCLA is a subgrantee (subrecipient) and the DOJ Prime Award advises the requirements under the Uniform Guidance (2CFR Part 200 ) applies and lists the Special Conditions applicable to subgrantees. The current agreement contains provisions that would apply to a contractor under procurement. The original proposal lists UCLA as a subgrantee and not contractor under procurement.

I am also providing a link below to the FDP Subaward Agreement template. This agreement is used by many Universities working collaboratively with federal agencies and receiving federal funds as a pass-through entity. We may be able to edit this agreement or use as guidance in this case.

[https://gcc01.safelinks.protection.outlook.com/?url=http%3A%2F%2Fthefdp.org%2Fdefault%2Fassets%2FFile%2FDocuments%2Fsubaward\\_forms%2FFDP\\_CR\\_2019\\_-\\_FINAL.pdf&data=02%7C01%7Cn5254%40lapd.online%7Cbafc77a233924d6842bb08d7baf97fd3%7C642fd61c34dd4fd0af8d443576485883%7C0%7C1%7C637183453375133976&reserved=0<https://gcc01.safelinks.protection.outlook.com/?url=http%3A%2F%2Fthefdp.org%2Fdefault%2Fassets%2FFile%2FDocuments%2Fsubaward\\_forms%2FFDP\\_CR\\_2019\\_-\\_FINAL.pdf&data=02%7C01%7Cn5254%40lapd.online%7Cbafc77a233924d6842bb08d7baf97fd3%7C642fd61c34dd4fd0af8d443576485883%7C0%7C1%7C637183453375143954&reserved=0>](https://gcc01.safelinks.protection.outlook.com/?url=http%3A%2F%2Fthefdp.org%2Fdefault%2Fassets%2FFile%2FDocuments%2Fsubaward_forms%2FFDP_CR_2019_-_FINAL.pdf&data=02%7C01%7Cn5254%40lapd.online%7Cbafc77a233924d6842bb08d7baf97fd3%7C642fd61c34dd4fd0af8d443576485883%7C0%7C1%7C637183453375133976&reserved=0<https://gcc01.safelinks.protection.outlook.com/?url=http%3A%2F%2Fthefdp.org%2Fdefault%2Fassets%2FFile%2FDocuments%2Fsubaward_forms%2FFDP_CR_2019_-_FINAL.pdf&data=02%7C01%7Cn5254%40lapd.online%7Cbafc77a233924d6842bb08d7baf97fd3%7C642fd61c34dd4fd0af8d443576485883%7C0%7C1%7C637183453375143954&reserved=0>)

We can schedule a call if you would like to discuss further.

All the best,

Yessenia Sarmiento, CRA

Contract & Grant Officer

University of California, Los Angeles

Office of Contract & Grant Administration

10889 Wilshire Blvd., Suite 700

Los Angeles, CA 90095-1406

Tel: 310-794-0393

[Yessenia.sarmiento@research.ucla.edu](mailto:Yessenia.sarmiento@research.ucla.edu)<mailto:[Yessenia.sarmiento@research.ucla.edu](mailto:Yessenia.sarmiento@research.ucla.edu)>

\*Proposals are due to OCGA five business days prior to sponsor deadline\*

For OCGA forms, templates, and Commonly Needed Information, please contact:

Helen Kim, Contract & Grant Specialist: (310) 794-9636;

[helen.kim@research.ucla.edu](mailto:helen.kim@research.ucla.edu)<mailto:[helen.kim@research.ucla.edu](mailto:helen.kim@research.ucla.edu)>

From: Sarmiento, Yessenia

Sent: Wednesday, December 11, 2019 9:11 AM

To: Barbra Ann Montesquieu <n3202@lapd.online<mailto:n3202@lapd.online>>

Cc: Kim, Helen <[helen.kim@research.ucla.edu](mailto:helen.kim@research.ucla.edu)<mailto:[helen.kim@research.ucla.edu](mailto:helen.kim@research.ucla.edu)>>; ORA PATS

Records <[PATSRecords@research.ucla.edu](mailto:PATSRecords@research.ucla.edu)<mailto:[PATSRecords@research.ucla.edu](mailto:PATSRecords@research.ucla.edu)>>; James Aceron <n5254@lapd.online<mailto:n5254@lapd.online>>; Jeff Brantingham

<[pjb@anthro.ucla.edu](mailto:pjb@anthro.ucla.edu)<mailto:[pjb@anthro.ucla.edu](mailto:pjb@anthro.ucla.edu)>>; Yung, Joanne C.

<[jyung@ssgs.ucla.edu](mailto:jyung@ssgs.ucla.edu)<mailto:[jyung@ssgs.ucla.edu](mailto:jyung@ssgs.ucla.edu)>>

Subject: RE: UCLA Brantingham Agreement- PATS No. 20201004

Good morning Barbra and James,

After my discussion with James this morning, I am resending my email below removing the attachments as James advised that he did not receive the email yesterday. The email may have not been received due to the large PDF attachments.

I am aware of your meeting this morning and will re-cap with you both shortly in regards on how to move forward in applying the prime terms and conditions from DOJ.

Speak to you soon.

All the best,

Yessenia Sarmiento, CRA

Contract & Grant Officer

University of California, Los Angeles

Office of Contract & Grant Administration

10889 Wilshire Blvd., Suite 700

Los Angeles, CA 90095-1406

Tel: 310-794-0393

[Yessenia.sarmiento@research.ucla.edu](mailto:Yessenia.sarmiento@research.ucla.edu)<mailto:[Yessenia.sarmiento@research.ucla.edu](mailto:Yessenia.sarmiento@research.ucla.edu)>

\*Proposals are due to OCGA five business days prior to sponsor deadline\*

For OCGA forms, templates, and Commonly Needed Information, please contact:

Helen Kim, Contract & Grant Specialist: (310) 794-9636;

[helen.kim@research.ucla.edu](mailto:helen.kim@research.ucla.edu)<mailto:[helen.kim@research.ucla.edu](mailto:helen.kim@research.ucla.edu)>

From: Sarmiento, Yessenia

Sent: Tuesday, December 10, 2019 1:24 PM

To: Barbra Ann Montesquieu <n3202@lapd.online<mailto:n3202@lapd.online>>

Cc: Kim, Helen <[helen.kim@research.ucla.edu](mailto:helen.kim@research.ucla.edu)<mailto:[helen.kim@research.ucla.edu](mailto:helen.kim@research.ucla.edu)>>; ORA PATS Records <[PATSRecords@research.ucla.edu](mailto:PATSRecords@research.ucla.edu)<mailto:[PATSRecords@research.ucla.edu](mailto:PATSRecords@research.ucla.edu)>>; James Aceron <n5254@lapd.online<mailto:n5254@lapd.online>>

Subject: UCLA Brantingham Agreement- PATS No. 20201004

Hello Barbara,

It was a pleasure speaking to you yesterday. Please find attached the agreement we received for Dr. Brantingham's project.

As discussed, the prime federal sponsor for this award is the Department of Justice (DOJ) which has issued a grant with terms and conditions under the Uniform Guidance (2 CFR Part 200). Please find on the following link a copy for reference of what contains the agreement proposal submitted for this award.

([The current agreement contains terms and conditions and City Provisions that would apply more to a contractor/vendor who is providing a service under procurement rather than a research partner under a subgrant. The agreement should be revised to only include the terms and conditions applicable to the University as a subgrant under the Uniform Guidance.](https://gcc01.safelinks.protection.outlook.com/?url=http%3A%2F%2Fclkrep.lacity.org%2Fonlinedocs%2F2018%2F18-1219_misc_12-12-2018.pdf&data=02%7C01%7Cn5254%40lapd.online%7Cbafc77a233924d6842bb08d7baf97fd3%7C642fd61c34dd4fd0af8d443576485883%7C0%7C1%7C637183453375143954&sdata=CCE6%2Bw5eLeRyOuVK6gh7bTcTS3mdo7XTKiZgBDRVTKc%3D&reserved=0<https://gcc01.safelinks.protection.outlook.com/?url=http%3A%2F%2Fclkrep.lacity.org%2Fonlinedocs%2F2018%2F18-1219_misc_12-12-2018.pdf&data=02%7C01%7Cn5254%40lapd.online%7Cbafc77a233924d6842bb08d7baf97fd3%7C642fd61c34dd4fd0af8d443576485883%7C0%7C1%7C637183453375143954&sdata=CCE6%2Bw5eLeRyOuVK6gh7bTcTS3mdo7XTKiZgBDRVTKc%3D&reserved=0> )</p></div><div data-bbox=)

We have executed subgrants from the Los Angeles Police Foundation for Dr. Brantingham's projects that contain favorable terms and conditions and were also funded by the same prime federal sponsor (DOJ). I can provide a retracted copy of the agreement for reference if needed. We can also schedule a call to further discuss how to move forward in revising the agreement accordingly.

If you have any questions, please do not hesitate to contact me.

All the best,

Yessenia Sarmiento, CRA

Contract & Grant Officer

University of California, Los Angeles

Office of Contract & Grant Administration

10889 Wilshire Blvd., Suite 700

Los Angeles, CA 90095-1406

Tel: 310-794-0393

[Yessenia.sarmiento@research.ucla.edu](mailto:Yessenia.sarmiento@research.ucla.edu)<mailto:[Yessenia.sarmiento@research.ucla.edu](mailto:Yessenia.sarmiento@research.ucla.edu)>

\*Proposals are due to OCGA five business days prior to sponsor deadline\*

For OCGA forms, templates, and Commonly Needed Information, please contact:

Helen Kim, Contract & Grant Specialist: (310) 794-9636;  
[helen.kim@research.ucla.edu](mailto:helen.kim@research.ucla.edu)<mailto:[helen.kim@research.ucla.edu](mailto:helen.kim@research.ucla.edu)>

--

Barak Vaughn, Esq.

Deputy City Attorney

Economic Development Division

200 North Main Street, 9th Floor

Los Angeles, CA 90012

(213) 978-7744

[REDACTED]  
[barak.vaughn@lacity.org](mailto:barak.vaughn@lacity.org)

\*\*\*\*\*Confidentiality Notice \*\*\*\*\*

This electronic message transmission contains information from the Office of the Los Angeles City Attorney, which may be confidential or protected by the attorney-client privilege and/or the work product doctrine. If you are not the intended recipient, be aware that any disclosure, copying, distribution or use of the content of this information is prohibited. If you have received this communication in error, please notify us immediately by e-mail and delete the original message and any attachments without reading or saving in any manner.  
\*\*\*\*\*

\*\*\*\*\*Confidentiality Notice \*\*\*\*\*

This electronic message transmission contains information from the Office of the Los Angeles City Attorney, which may be confidential or protected by the attorney-client privilege and/or the work product doctrine. If you are not the intended recipient, be aware that any disclosure,

copying,  
distribution or use of the content of this information is prohibited. If you have received this communication in  
error, please notify us immediately by e-mail and delete the original message and any attachments without  
reading or saving in any manner.

\*\*\*\*\*

PROFESSIONAL SERVICES AGREEMENT

Contractor: [THE REGENTS OF THE](#) UNIVERSITY OF CALIFORNIA, LOS ANGELES (UCLA)

Title: SOLVING CRIME THROUGH INNOVATION  
2018-22 Strategies for Policing Innovation Program

Said Agreement is Number \_\_\_\_\_ of City Contracts

## TABLE OF CONTENTS

<u>Section Number and Name</u>	<u>Page</u>
<b>I.</b>	
<b><u>INTRODUCTION</u></b>	
§101 Parties to the Agreement.....	2
§102 Representatives of the Parties and Service of Notices .....	2
§103 Independent Contractor.....	3
§104 Conditions Precedent to Execution of this Agreement.....	3
<b>II.</b>	
<b><u>TERM AND SERVICES TO BE PROVIDED</u></b>	
§201 Time of Performance .....	4
§202 Services Provided by Contractor .....	4
<b>III.</b>	
<b><u>PAYMENT</u></b>	
§301 Compensation and Method of Payment.....	8
<b>IV.</b>	
<b><u>STANDARD PROVISIONS</u></b>	
§401 Standard Provisions for City Contracts (Rev.10/17) [v3].....	9
§402 False Claims Act.....	10
§403 Compliance with State and Federal Statutes and Regulations .....	10
§404 Federal, State and Local Taxes.....	23
§405 Inventions, Patents and Copyrights .....	23
§406 Restriction on Disclosures .....	25
§407 Limitations of Corporate Acts.....	25
§408 Contractor Personnel.....	25
§409 Funding Reduction .....	26
§410 Press Releases-Public Information, Publications and Markings .....	26
§411 Participation of Small, Minority, And Women's Businesses .....	27
§412 Prohibition of Legal Proceedings .....	27
§413 Notice to City of Labor Disputes .....	27
§414 City Evaluation of Contractor's Performance .....	28
§415 Headings and Captions .....	28
§416 Restriction on Disbursements to Subcontractors.....	28
§417 Records and Audits of Subcontracts .....	28
§418 Compliance with Los Angeles City Charter Section 470(c)(12).....	29

V.  
DEFAULTS, SUSPENSION, TERMINATION, AND AMENDMENTS

§501	Defaults .....	29
§502	Notice to Correct Performance .....	30
§503	Suspension of the Agreement .....	30
§504	Termination of Agreement .....	31

VI.  
ENTIRE AGREEMENT

§601	Complete Agreement.....	32
§602	Amendments .....	32
§603	Waivers .....	33
§604	Number of Pages and Attachments.....	33
	Execution (Signature) Page.....	34

EXHIBITS

Exhibit A	Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions
Exhibit B	Certification Regarding Lobbying
Exhibit C	Certification Regarding Drug Free Workplace Requirements
Exhibit D	City Ethics Commission (CEC) Form 50
Exhibit E	Standard Provisions for City Contracts (Rev.10/17) [v.3]
Exhibit F	Budget
Exhibit G	Statement of Work (Sample)

AGREEMENT NUMBER \_\_\_\_\_ OF CITY CONTRACTS  
BETWEEN  
THE CITY OF LOS ANGELES  
AND  
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, LOS ANGELES

THIS AGREEMENT ("Agreement" or "Contract") is made and entered into by and between the City of Los Angeles, a municipal corporation ("City"), acting by and through the Los Angeles Police Department ("LAPD" or "Department"), and The Regents of the University of California, on behalf of its Los Angeles campus, a California public educational research university (the "Contractor").

WITNESSETH

**WHEREAS**, the United States Department of Justice, Office of Justice Programs, Bureau of Justice Assistance has provided financial assistance to the LAPD through its Fiscal Year 2018 Strategies for Policing Innovation Program (the "Grant") in the amount of \$700,000.00 (the "Grant Funds"), such Grant having been accepted by the Los Angeles City Council (C.F. #18-1219); and

**WHEREAS**, the Grant is being provided to enhance the LAPD's ability to investigate and solve gang-related homicides and shootings by accomplishing the following goals: to increase the solvability of homicides and shootings by determining the predictors of homicide clearances and convictions in Los Angeles and the differences between the predators of gun homicide and shooting clearances and those that involve gang-related crime; develop machine learning methods to assist in investigation in the field; and improve the prediction of case clearance and conviction for homicides in the South Bureau by analyzing data from the Murder Books; and

**WHEREAS**, the City and the Contractor wish to enter into an Agreement pursuant to which the Contractor will be the Research Partner for this Program; and

**WHEREAS**, the performance period for the Grant is from October 1, 2018 to September 30, 2022; and

**WHEREAS**, the services to be provided by Contractor pursuant to this Agreement are of a professional, expert, temporary, and occasional nature; and

**WHEREAS**, the City and the Contractor each desire to execute this Agreement as authorized by the Los Angeles City Council and the Mayor (C.F.#18-1219).

**NOW, THEREFORE**, in consideration of the mutual covenants set forth herein and the mutual benefits to be derived therefrom, the City and the Contractor (each a "Party" and collectively, the "Parties") agree as follows:



I.  
INTRODUCTION

**§101. Parties to the Agreement**

The parties to this Agreement are:

- A. The City of Los Angeles, a municipal corporation, acting by and through the Los Angeles Police Department, having its principal office at 100 West First Street, Los Angeles, California 90012.
- B. The Contractor, known as The Regents of the University of California, on behalf of its Los Angeles campus, a California public educational research university, having its principal office at UCLA ORA-OCGA, Box 951406, 10889 Wilshire Blvd, Ste 700-33431, Los Angeles, California 90095- 1406.

**§102. Representatives of the Parties and Service of Notices**

- A. The representatives of the respective parties who are authorized to administer this Agreement and to whom formal notices, demands and communications shall be given are as follows:
  1. The representative of the City shall be, unless otherwise stated in the Agreement:

Michel R. Moore, Chief of Police  
Los Angeles Police Department  
100 West First Street  
Los Angeles, CA 90012

With copies to:

Roger Nunez  
Innovation Management Division  
Los Angeles Police Department  
100 West First Street, Suite 672  
Los Angeles, California 90012

2. The representative of the Contractor shall be:

Yessenia Sarmiento  
Contract & Grant Officer  
UCLA Office of Contract  
& Grant Administration  
10089 Wilshire Blvd.,  
Suite 700  
Los Angeles, CA 90095-

1406

Phone: 310-794-0393

With copies to:

P. Jeffrey Brantingham  
Professor of Anthropology  
University of California, Los Angeles  
431 Haines Hall, UCLA  
Los Angeles, California 90095  
Phone: (310) 267-4251

- B. Formal notices, demands and communications to be given hereunder by either party shall be made in writing and may be effected by personal delivery or by registered or certified mail, postage prepaid, return receipt requested and shall be deemed communicated as of the date of mailing.
- C. If the name of the person designated to receive the notices, demands or communications or the address of such person is changed, written notice shall be given, in accordance with this section, within five working days of said change.

#### §103. Independent Contractor

The Contractor is acting hereunder as an independent contractor and not as an agent or employee of the City. No employee of the Contractor has been, is, or shall be an employee of the City by virtue of this Agreement, and the Contractor shall so inform each employee organization and each employee who is hired or retained under this Agreement. Contractor shall not represent or otherwise hold itself out or any of its directors, officers, partners, employees, or agents to be an agent or employee of the City.

#### §104. Conditions Precedent to Execution of This Agreement

Contractor shall provide copies of the following documents to the City:

- A. Proof of self-insurance as required by the City in accordance with Section 401 of this Agreement and attached hereto as Exhibit E and made a part hereof.
- B. Certification Regarding Ineligibility, Suspension and Debarment attached hereto as Exhibit A and made a part hereof. Contractor hereby certifies that said Certification so executed is true and correct as of the date of execution of this Agreement.
- C. Certification and Disclosure Regarding Lobbying attached hereto as Exhibit B and made a part hereof. Contractor hereby certifies that said Certification so executed is true and correct as of the date of execution of this Agreement.  
Contractor shall also file a Disclosure Form at the end of each calendar quarter in which there occurs any event requiring disclosure or which materially affects the accuracy of the information contained in any Disclosure Form previously filed by Contractor.
- D. Certification Regarding Drug Free Workplace Requirements attached hereto as Exhibit C and made a part hereof. Contractor hereby certifies that said Certification so executed is true and correct as of the date of execution of this Agreement.

- E. City Ethics Commission Form 50, attached hereto as Exhibit D and made a part hereof. Contractor hereby certifies that said Certification so executed is true and correct as of the date of execution of this Agreement.

**Commented [JF1]:** Note that per LA Administrative Code Section 10.40.4, the University of California is exempt from provisions required in said Section. The Form 50 seems related to this Section. Can LAPD confirm this?

**Commented [SY2R1]:** Barak, please confirm.

II.  
TERM AND SERVICES TO BE PROVIDED

§201. Time of Performance

The term of this Agreement shall commence on October 1, 2018 and end September 30, 2022 (the "Term"), and any additional period of time as is required to complete any necessary grant close-out activities. Said Term is subject to the provisions herein. Performance shall not commence until the Contractor has obtained the City's approval of the insurance required in §401 herein.

§202. Services to be Provided by the Contractor

The Contractor shall provide the services set forth in, and in accordance with, this Section 202. All work is subject to prior City approval in writing. Failure to receive approval may result in withholding compensation pursuant to §301. All work not set forth in Section 202 is subject to prior City approval in writing.

A. Background

Homicides and shootings, particularly those involving gangs, have been problematic in Los Angeles for decades. Solving those crimes is not easy. Researchers theorize that a variety of factors play a role in driving homicide and other crime clearance rates. These include the unwillingness of victims and witnesses to cooperate, the percentage of homicides committed with a firearm, and decreased numbers of cases where suspects are identified during a preliminary investigation.

This project will enhance and augment the investigations of homicides and shootings in Los Angeles, particularly those that involve gangs. UCLA in collaboration with its research partners, the Los Angeles Police Department and Justice & Security Strategies, Inc. (JSS), will use an extensive homicide database created by the FBI and the Department called BIDMAS (Bureau of Investigation Document and Management Analysis System). The database includes optically scanned information from nearly 6,000 "Murder Books" that cover a 21-year period (1990-2010). UCLA will develop machine learning methods to understand how event characteristics combine with evidentiary and investigative processes to drive clearance rates for homicides and shootings. UCLA will create a framework for Artificial Intelligence-Assisted Investigations (AI-AI).

**Commented [SY3]:** Research work will be performed in accordance to the Statement of Work. Prior approval is not required.

**Commented [JF4]:** Along the lines of Yessenia's comment above, should this sentence then read "All work not set forth in Section 202 is subject to prior City approval in writing."

**Commented [BV5R4]:** Add suggested language

**Commented [SY6R4]:** UCLA accepts revisions.

The project involves the following major goals:

1. *Increase the solvability of homicides and shootings by determining the predictors of homicide clearances and convictions in Los Angeles and the differences between the predictors of gun homicide and shooting clearances and those that involve gang-related crime;*
2. *Develop machine learning methods to assist investigation in the field; and*
3. *Improve the prediction of case clearance and conviction for homicides in the South Bureau by analyzing data from the Murder Books;*

B. **UCLA Responsibilities**

UCLA will engage in the following activities during the grant period:

1. During the first year, develop methods to extract principle forms of data from digital “Murder Books.”
2. In years two and three, develop graph-based machine learning models representing the investigative “theory of the crime” (i.e., how evidence combines to create a narrative of the crime event and claims of guilt). The focus will be methods that offer transparent statements about how evidentiary and investigative process relate to case clearance as a primary outcome.
3. In year four, develop a prototype system that can ingest new data in an “online” or “incremental” learning format that tracks the investigative process.

C. **Deliverables**

UCLA will create and develop products and disseminate them widely, including:

1. UCLA will present various aspects of the project to practitioners, researchers and policy makers at conferences including the annual meetings of the American Society of Criminology and the Society for Industrial and Applied Mathematics.
2. UCLA will produce at least one article for a peer-reviewed journal.
3. Prototype models and code are anticipated.

#### D. Confidentiality, Restriction on Disclosure

**Commented [SY7]:** This language has been modified in accordance with UCLA policy.

"Protected Confidential Material" includes all written information, whether originals or copies, including but limited to reports, documents, notes, interviews, electronically stored data, photographs, charts or any other information supplied by the LAPD to the Contractor, and that material is to be treated as non-public and protected from disclosure or dissemination, in accordance with the terms of this Agreement.

##### 1. Treatment and Use of Protected Confidential Material

Contractor hereby agrees that all Protected Confidential Materials to which it is given access shall remain the property of the City of Los Angeles. Such materials shall be used only for the project and shall not be used for any other purpose not described in this Agreement. Contractor agrees not to copy, disseminate, or allow access to any Protected Confidential Material in accordance with subsections 4 and 5 below.

Contractor further agrees to secure any Protected Confidential Material received from the LAPD in such a way that unauthorized persons or entities cannot retrieve the information by any means, including but not limited to access via computer, remote terminal, or by any other electronic or non-electronic means.

Contractor acknowledges the confidential nature of the Protected Confidential Material supplied by the LAPD, and agrees that disclosure by the Contractor or any individual or group of individuals at the request or direction of the Contractor to anyone not directly identified in this Agreement is strictly prohibited.

Importantly, the Contractor ensures that data identified to a specific individual will not be revealed under any circumstances to unauthorized persons or entities and that the information is being used for research and statistical purposes only.

Project findings and reports shall not contain information about individuals or private persons. Where practicable, Contractor shall use a unique identifier to protect personnel identifying information specified below.

Contractor further agrees to provide a copy of this Agreement to all Contractor's employees, faculty members, researchers and/or students who are assigned to these projects and have access to LAPD protected confidential material.

Contractor shall notify the LAPD immediately upon learning of a breach of confidentiality or unauthorized access to Protected Confidential Material.

**Commented [BV8]:** The City would request that all of Contractor's employees, faculty members, researchers, and/or students sign written acknowledgements of receipt and understanding of the Confidentiality provisions in this Agreement.

**Commented [SY9R8]:** UCLA accepts.

## 2. Return of Protected Confidential Materials

The LAPD may at its sole discretion, require Contractor to return or destroy all Protected Confidential Materials in its possession or control, including any and all copies (whether electronic or non-electronic), within thirty (30) calendar days' notice. Contractor hereby agrees that all Protected Confidential Material which it is given shall remain the property of the City of Los Angeles. Such property shall be used by Contractor only for the specified data analysis and shall not be used for any other purpose not described in this Agreement.

If LAPD requires Contractor to return Protected Confidential Materials, Contractor shall certify in writing that it has returned to LAPD all originals and copies of the material provided under this Agreement. LAPD may also require that Contractor delete, remove, purge or otherwise destroy all Protected Confidential Materials provided to Contractor.

## 3. Monitoring of Compliance and Demand for Document Return

The LAPD may monitor, audit and review the Contractor's program activities and policies to ensure compliance with the requirements and conditions of this Agreement. If the LAPD determines that the requirements and conditions of this Agreement are not being satisfactorily met, it may require the immediate return of all copies of the Protected Confidential Material obtained under this Agreement, take such action as deemed appropriate to protect the security and privacy of this material, and refuse any future requests for information or records from the Contractor.

## 4. Protection of Personal Identifying Information

In order to protect the identities of any persons whose records are supplied to the Contractor under this Agreement, Contractor agrees to:

- a. Use the Protected Confidential Material furnished under this Agreement only for the purpose described by Contractor in this Agreement;

- b. Replace the name and other personal identifiers with an alphanumeric or other appropriate code for the purpose of conducting the necessary project analyses;
- c. Restrict access of all data supplied by LAPD to those individuals whose responsibilities cannot be accomplished without such access; and
- d. Secure all Protected Confidential Material received from LAPD.

If necessary to accomplish the purpose of this Agreement, and with the permission of the LAPD, Contractor may provide access to Protected Confidential Material to third parties, including faculty, employees, research staff, and affiliated graduate students at other academic research institutions ("Third Party" or Third Parties") who have accepted all the terms of this agreement. Any such Third Parties, their work, and access to Protected Confidential Material will be described in an Exhibit G – Statement of Work. Third Parties, the LAPD and Contractor must execute each Exhibit. All such access will be governed by the terms of this Agreement.

## 5. Project Treatment

Contractor agrees to insert into the preface of any report citing data analysis conducted on any of the Protected Confidential Material, a disclaimer that the analysis and report are solely the work product of the Contractor and do not represent the position or conclusions of the Los Angeles Police Department.

Prior to releasing a report resulting from this Agreement and derived or based on Protected Confidential Materials of LAPD, Contractor shall forward LAPD a copy of the report and shall allow LAPD thirty (30) calendar days to review, comment, and ensure that the report does not contain any disclosure of identifiable human data (as defined by federal privacy regulations) or other Protected Confidential Material. Upon notification by LAPD, Contractor agrees to delete any of LAPD's Protected Confidential Material. Following this review and comment period, Contractor shall be free to publish the results consistent with academic standards.

The Contractor shall not consider information disclosed by LAPD as Protected Confidential Material such information which:

- (a) is now public knowledge or subsequently becomes such through no breach of this Agreement
- (b) is rightfully in the Contractor's possession prior to LAPD's disclosure as shown by written records
- (c) is disclosed to the Contractor by an independent third party who, to the best of the Contractor's knowledge, is not under an obligation of confidentiality for such information to LAPD
- (d) is required to be disclosed by law
- (e) is independently developed by or for the Contractor without benefit of

**Commented [JF10]:** This is standard for UC to be included in Confidentiality clause. We would like the LAPD to consider including this.

**Commented [MOU11R10]:** Sounds good.

**Commented [BV12R10]:** These additions are acceptable as they do not conflict with the provisions herein.

**Commented [SY13R10]:** Ok. Thank you.

Protected Confidential Material received from LAPD as show by written records.

III.  
PAYMENT

§301. Compensation and Method of Payment

- A. The City of Los Angeles shall disburse to Contractor as consideration for the services to be provided by Contractor as set forth in this Agreement its allocated Grant amount not to exceed One Hundred Fifty Thousand Dollars (\$150,000.00) to be used solely for items listed in the Budget and as described in §202 above. The disbursement shall be on a reimbursement basis only. Such compensation

shall be used in strict accordance with the Budget. The foregoing rate represents the total compensation and reimbursement to be paid by City to Contractor for all services to be performed and costs incurred by Contractor pursuant to this Agreement.

- B. Each invoice shall be submitted on Contractor's letterhead. The invoice shall be accompanied by a statement listing the services and deliverables completed for which the invoice is being submitted and include evidence of the completed services and deliverables. Funds shall not be released until the City has ~~approved reviewed~~ the work received. ~~The City shall have a reasonable amount of time following the receipt of an invoice to notify Contractor in writing of any deficiencies in the work received. If the Contractor is not notified of deficiencies during this period, then the work is deemed to be approved.~~ The City shall effect payment within a reasonable amount of time following receipt of an invoice that has been deemed to be approved in accordance with the terms of this agreement.
- C. It is understood that the City makes no commitment to fund this Agreement beyond the terms set herein. Funding for all periods of this Agreement is subject to the continuing availability of federal funds for this program to the City. The Contract may be terminated immediately upon written notice to the Contractor of a loss or reduction of federal grant funds.
- D. Invoices and supporting documentation shall be prepared at the sole expense and responsibility of the Contractor. The City will not compensate the Contractor for any costs incurred for invoice or supporting document preparation. The City may request, in writing, changes to the content and format of the invoice and supporting documentation at any time. The City reserves the right to request additional supporting documentation to substantiate costs at any time. All invoices must be signed by an officer of the Contractor under penalty of perjury that the information submitted is true and correct.
- E. Due to the need for the Contractor's services to be provided continuously on an ongoing basis, Contractor may have provided services prior to the execution of this Agreement. To the extent that said services were performed in accordance with the terms and conditions of this Agreement, those services are hereby ratified.

#### IV. STANDARD PROVISIONS

§401. The Contractor must comply with the applicable requirements of the disclosure ordinances below and *Standard Provisions for City Contracts (Rev. 10/17) [v.3]*, attached hereto as Exhibit E and incorporated herein by this reference. ~~In the event of any conflict with the provisions in this Section IV and Exhibit E, the provisions in this Section IV shall prevail.~~

**Commented [JF14]:** We consider our work to be basic research and development where we cannot guarantee results. Request substituting "approved" for review. Additionally, we request deletion of the next two sentences. As a public, educational institution, we conduct research work at cost and make no profit. Unpaid invoices have a negative effect on the University as a whole as we do not have the reserves to cover such unfunded liabilities. Our faculty are obligated to conduct work at the highest academic standards.

**Commented [BV15R14]:** This is acceptable.

**Commented [SY16R14]:** Ok, thank you.

**Commented [JF17]:** We will need to take exception to a few of the Standard Provisions for City Contracts which are identified in Exhibit B.

**Commented [MOU18R17]:** Seems reasonable to point some of these out.

**Commented [BV19R17]:** You can take exception in the Exhibit, but your suggested insertion of language is not acceptable to the City.

**Commented [SY20R17]:** Ok. Noted.

**Disclosure of Border Wall Contracting Ordinance (DBWCO)**

Contractor shall comply with Los Angeles Administrative Code ("LAAC") Section 10.50 *et seq.*, "Disclosure of Border Wall Contracting." City may terminate this Contract at any time if City determines that Contractor failed to fully and accurately complete the required affidavit and disclose all Border Wall Bids and Border Wall Contracts, as defined in LAAC Section 10.50.1. The required affidavit must be submitted online at [www.labavn.org](http://www.labavn.org)The DBWCO requires that City Contractors disclose all contracts, bids or proposals to provide goods or services for the design, construction, operation or maintenance of a federally funded wall, fence or other barrier along the border between the United States and Mexico. For more details, see the links below:

<https://bca.lacity.org/Uploads/cdo/Border%20Wall%20Ordinance.pdf>

<https://bca.lacity.org/Uploads/cdo/DBWCO%20Rules%20%26%20Regulations%2011.7.18%20revised.pdf>

#### **NRA Disclosure Ordinance**

Effective April 1, 2019, the NRA Disclosure Ordinance requires that City contractors fully disclose, prior to entering into a contract, all of its Subsidiaries' contracts with or Sponsorships of National Rifle Association. For more details, see the links below:

<https://bca.lacity.org/Uploads/sdo/NRA%20Ordinance%20FINAL%202019.pdf>

The Contractor is required to register on LABAVN ([www.labavn.org](http://www.labavn.org)) in order to access the compliance affidavit web forms. The web forms can be found by clicking on the "Profiles" tab. Scroll to the "Company Profile" section and click on "Compliance Documents". The web forms should be completed and submitted.

#### **§402. False Claims Act**

Contractor acknowledges that it is aware of liabilities resulting from submitting a false claim for payment to the City under the False Claims Act (Cal. Gov. Code §§ 12650 *et seq.*), including treble damages, costs of legal actions to recover payments, and civil penalties of up to \$11,000.00 per false claim. Contractor shall promptly refer to the City and Grantor any credible evidence that a principal, employee, agent, contractor, subcontractor, or other person has either (a) submitted a false claim for grant funds under the False Claims Act; or (b) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity or similar misconduct involving Grant funds.

#### **§403. Compliance with State and Federal Statutes and Regulations**

##### **A. Statutes and Regulations Applicable to All Grant Contracts**

Contractor shall comply with all applicable requirements of Federal, State, Los Angeles Police Department – University of California, Los Angeles, 2018-22 Strategies for Policing Innovation Program Page 13

County and City of Los Angeles laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this Agreement. Contractor shall comply with Federal and State laws and regulations pertaining to labor, wages, hours, and other conditions of employment.

Contractor shall comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Agreement. When reference is made in the provisions set forth in this Section 415 with regards to laws, rules and regulations "as applicable" (or a variation thereof) to the Contractor, it shall be construed to mean "as applicable" to the Contractor as a recipient of Grant funds pursuant to this particular Agreement. These requirements include, but are not limited to:

**1. Uniform Requirements for Federal Awards**

Contractor shall comply with applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards as set forth in 2 CFR Part 200 et al.

**2. Single Audit Act**

If Federal funds are used in the performance of this Agreement, Contractor shall adhere to the applicable rules and regulations of the Single Audit Act, 31 U.S.C. Sec. 7501 et seq.; City Council action dated February 4, 1987 (C.F. No. 84-2259-S1); and any administrative regulation or field memos implementing the Single Audit Act.

**3. Americans with Disabilities Act**

Contractor hereby certifies that it will comply with the Americans with Disabilities Act, 42 U.S.C. §12101 *et seq.*, and its implementing regulations (ADA), the Americans with Disabilities Act Amendments Act of 2008 (ADAAA), Pub. L. 110-325 and all subsequent amendments, Section 504 of the Rehabilitation Act of 1973 (Rehab. Act), as amended, 29 U.S.C. 794 and 24 CFR Parts 8 and 9, the Uniform Federal Accessibility Standards (UFAS), 24 CFR, Part 40, and the Fair Housing Act, 42 U.S.C. 3601, *et seq.*; 24 CFR Parts 100, 103, and 104 (FHA) and all implementing regulations. The Contractor will provide reasonable accommodations to allow qualified individuals with disabilities to have access to and to participate in its programs, services and activities in accordance with the provisions of the ADA, the ADAAA, the Rehab Act, the UFAS and the FHA and all subsequent amendments. Contractor will not discriminate against persons with disabilities or against persons due to their relationship to or association with a person with a disability. Any subcontract entered into by the Contractor, relating to this Agreement, to the extent allowed hereunder, shall be subject to the provisions of this paragraph.

**4. Political and Sectarian Activity Prohibited**

Contractor shall comply with the Anti-Lobbying Act (18 U.S.C. § 1913). None of the funds, materials, property or services provided directly or indirectly under this Agreement shall be used for any partisan political activity, or to

further the election or defeat of any candidate for public office. Contractor shall not use any funds provided under this Agreement, either directly or indirectly, to support the enactment, defeat, repeal, modification or adoption of any law, regulation, pending legislation, pending regulation, or policy (pending or otherwise), at any level of government. None of the funds provided pursuant to this Agreement shall be used for any sectarian purpose or to support or benefit any sectarian activity.

Concurrent with or prior to the execution of this Agreement, Contractor shall submit to the City a Certification Regarding Lobbying and a Disclosure Form in accordance with 31 U.S.C. 1352. A copy of the Certificate is attached hereto as Exhibit B and incorporated herein. No funds will be released to Contractor until the Certification is filed. Contractor hereby certifies that the Certification executed by the Contractor and attached hereto as Exhibit B is true and correct as of the date of execution of this Agreement.

Contractor shall file a Disclosure Form at the end of each calendar quarter in which there occurs any event requiring disclosure or which materially affects the accuracy of any of the information contained in any Disclosure Form previously filed by Contractor. Contractor shall require that the language of this Certification be included in the award documents for all sub-awards at all tiers and that all subcontractors shall certify and disclose accordingly.

#### 5. Records Inspection

At any time during normal business hours and as often as the Grantor and the City may deem necessary, Contractor shall make available for examination all of its records with respect to all matters covered by this Agreement or covered by any subcontract related to the performance of this Agreement. Contractor hereby gives the Grantor and the City, through any authorized representative, access to and the right to examine, audit and make excerpts or transcripts of, all paper or electronic records, books, or documents related to the Grant Funds and all matters covered by this Agreement, including, but not limited to, all Contractor's invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

Contractor agrees to provide any reports requested by the City regarding performance of the Agreement.

#### 6. Records Maintenance

Records (including any and all documents), in their original form, shall be maintained in accordance with requirements prescribed by the City and Grantor with respect to all matters covered by this Agreement or covered by any subcontract related to the performance of this Agreement. Such records

shall be retained for a period of ~~five three~~five five years after termination of this Agreement and after final disposition of all pending matters. "Pending matters" include, but are not limited to, an audit, litigation or other actions involving records.

The City may, at its discretion, take possession of, retain and audit said records. Records, in their original form pertaining to matters covered by this Agreement, shall at all times be retained within the County of Los Angeles unless authorization to remove them is granted in writing by the City. Contractor shall establish and maintain a proper accounting system in accordance with generally accepted accounting standards and/or Grantor directives.

## 7. Labor

Contractor shall comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed requirements and standards for merit systems for programs funded under one of the nineteen (19) statutes or regulations specified in Appendix A of OPM's Standards for a Merit System Personnel Administration (5 CFR 900, Subpart F).

Contractor shall comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c 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 sub-agreements and the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

Contractor shall comply, as applicable, with the Federal Fair Labor Standards Act (29 U.S.C. § 201) as they apply to employees of institutions of higher education, hospitals and other non-profit organizations.

None of the funds paid under this Agreement shall be used to promote or deter union/labor organizing activities in accordance with Government Code §16645 et seq.

## 8. Civil Rights

Contractor shall comply, and will assure the compliance of all of its agents and subcontractors, with all applicable Federal and State statutes relating to civil rights and nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964, as amended (P.L. 88-352), which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686, 44 CFR Part 19), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination against individuals with disabilities; (d)

**Commented [JF21]:** Three years for record retention is standard for federally funded grants.

**Commented [BV22R21]:** The City's record retention is five years, so that provision will remain.

**Commented [SY23R21]:** UCLA accepts five years.

The Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616) as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to non-discrimination in the sale, rental or financing of housing; (i) Title 44 Code of Federal Regulations (CFR) Parts 7, 16, and 19 relating to nondiscrimination; (j) the requirements of any other nondiscrimination provisions in the specific statute(s) under which Grant Funds assistance is being made; (k) the nondiscrimination requirements and all other provisions of the current edition of the Office of Justice Programs (OJP) Financial and Administrative Guide for Grants, M7100.1; and (l) P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

In the event that 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 (including limited English proficiency), gender, age, familial status or disability against Contractor or any of its subcontractors being funded with Grant Funds, or Contractor or any of its subcontractors settles a case or matter alleging such discrimination, Contractor will forward a copy of the complaint and findings to the City. If, during the past three years, Contractor has been accused of any such discrimination, Contractor shall provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the City.

Contractor will comply with the applicable requirements of Executive Order 13166 (Improving Access to Services for Persons with Limited English Proficiency). Contractor shall take reasonable steps to ensure that persons with limited English proficiency (LEP) have meaningful access to its programs. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. Assistance and information regarding LEP obligations may be found at <http://www.lep.gov>.

Contractor shall comply, and ensure that its subcontractors comply, with the nondiscrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 U.S.C. 3789(d), and the Juvenile Justice and Delinquency Prevention Act, or the Victims of the Crime Act, as appropriate.

## 9. Environmental

Contractor shall comply, or has already complied, with the applicable requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. §4601 et seq., 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 purchases.

Contractor shall also comply, as applicable, with Title 44 CFR, Part 25, Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-assisted programs.

Contractor shall comply, as applicable, with, and provide any information requested by Grantor and City to ensure compliance with, the following laws and regulations: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Orders (EO) 11514 and 12898; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) 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.); (f) Section 306 of the Clean Air Act (42 U.S.C. 1857(b)) and Section 508 of the Clean Water Act (33 U.S.C. 1368) (g) Environmental Protection Agency regulations (40 CFR part 15); (h) mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plans issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-63).

Contractor shall comply with all applicable Federal, State, and local environmental and historical preservation (EHP) requirements. Failure to meet Federal, State, and local EHP requirements and obtain applicable permits may jeopardize Federal funding. Contractor shall comply with all applicable conditions placed on any project as the result of the EHP review, and any change to the scope of work of a project will require re-evaluation of compliance with these EHP requirements. Contractor agrees not to undertake any project under this Agreement having the potential to impact the EHP resources without prior written approval of City and Grantor, including, but not limited to, ground disturbance, construction, modification to any structure, communications towers, physical security enhancements, new construction and modifications to buildings that are fifty (50) years old or more, and the purchase and/or use of any sonar equipment. Any construction related activities initiated prior to full EHP review will result in a noncompliance finding. If applicable, Contractor must complete the FEMA EHP Screening Form (OMB Number 1660-0115/FEMA Form 024-0-01) and

submit it, with all supporting documentation, to City for review. If ground-disturbing activities occur during the project implementation, the Contractor must ensure monitoring of the disturbance. If any potential archaeological resources are discovered, the Contractor will immediately cease activity in that area and notify the City and the appropriate State Historic Preservation Office.

Contractor shall comply, as applicable, with 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.

Contractor shall comply, as applicable, with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

Contractor shall comply, as applicable, with the Federal Water Pollution Control Act (33 U.S.C. § 1251 et seq.) which restores and maintains the chemical, physical and biological integrity of the Nation's waters.

Contractor shall ensure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of this project are not listed in the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the City of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

By signing this Agreement, Contractor warrants represents that it is in compliance with the applicable provisions of the California Environmental Quality Act (CEQA), Public Resources Code §21000 et seq. and California Code of Regulations, Title 14, Chapter 3 Section 15000-15007, and is not impacting the environment negatively.

Commented [JF24]: As a matter of practice, we do not make this type of warranty

Commented [BV25R24]: Acceptable.

Commented [SY26R24]: OK, thank you.

Contractor shall comply, as applicable, with the Energy Policy and Conservation Act (P.L. 94-163, 89 Stat. 871).

Contractor shall comply with the applicable provisions of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 (16 U.S.C. 3501 et seq.) which prohibits the expenditure of most new Federal funds within the units of the Coastal Barrier Resources System.

## 10. Preservation

Contractor shall comply, as applicable, with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

**11. Suspension and Debarment**

Contractor shall comply, as applicable, with Federal Register, Volume 68, Number 228, regarding Suspension and Debarment, and Contractor shall submit a Certification Regarding Debarment required by Executive Orders 12549 and 12689 and any amendment thereto (attached hereto as Exhibit A and made a part hereof). Said Certification shall be submitted to the City concurrent with or prior to the execution of this Agreement and shall certify that neither Contractor nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department head or agency. Contractor hereby certifies that the Certification executed by the Contractor and attached hereto as Exhibit A is true and correct as of the date of execution of this Agreement. Contractor shall require that the language of this Certification be included in the award documents for all sub-award at all tiers and that all subcontractors shall certify accordingly. Contractor shall not award any subcontract, or permit any subcontractor in awarding any subcontract, to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Orders 12549 and 12689, "Debarment and Suspension."

**12. Drug-Free Workplace**

Contractor shall comply, as applicable, with the Federal Drug-Free Workplace Act of 1988, 41 U.S.C. §701 et seq., 44 CFR Part 17, and the California Drug-Free Workplace Act of 1990, Government Code §§ 8350-8357. Concurrent with or prior to the execution of this Agreement, Contractor shall execute and submit to the City the Certification of Drug-Free Workplace Requirements, attached hereto as Exhibit C and incorporated herein by reference. Contractor hereby certifies that the Certification executed by the Contractor and attached hereto as Exhibit C is true and correct as of the date of execution of this Agreement.

**13. Miscellaneous**

Contractor shall comply, as applicable, with the Animal Welfare Act of 1966, as amended (P.L. 89-544, 7 U.S.C. §§2131 et seq.), pertaining to the care, handling and treatment of warm blooded animals held for research, teaching, or other activities supported by these Grant Funds and P.L. 93-348, regarding the protection of human subjects involved in research, development, and related activities supported by this Grant Award. Pursuant to the Consolidated Appropriations Act of 2008 (P.L. 110-161) Grant Funds must not be used in contravention of the federal buildings performance and reporting requirements of Executive Order No. 13123, part 3 of Title V of the National Energy Conservation Policy Act (42 U.S.C. 8251 et seq.) or subtitle

A of Title I of the Energy Policy Act of 2005 (including the amendments made thereby), nor shall Grant Funds be used in contravention of section 303 of the Energy Policy Act of 1992 (42 U.S.C. 13212). Contractor shall comply with the Genetic Information Nondiscrimination Act of 2008.

**B. Statutes and Regulations Applicable to This Particular Grant**

Contractor shall comply with all applicable requirements of State and Federal laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this particular Grant program. Contractor shall comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Agreement. These requirements include, but are not limited to:

1. Title 49 Code of Federal Regulations (CFR) Part 18 (Uniform Administrative Requirements for Grants); 23 CFR Part 1200 (Uniform Procedures for State Highway Safety Grant Programs); 23 U.S.C. Chapter 4 (Highway Safety Act of 1966, as amended).
2. Standardized Emergency Management System (SEMS) requirements as stated in the California Emergency Services Act, Government Code Chapter 7 of Division 1 of Title 2, § 8607.1(e) and CCR Title 19, §§ 2445-2448.
3. Provisions of 28 CFR applicable to grants and cooperative agreements, including Part 18, Administrative Review Procedures; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 35, Nondiscrimination on the Basis of Disability in State and Local Government Services; Part 38, Equal Treatment of Faith-based Organizations; Part 42, Nondiscrimination/Equal employment Opportunities Policies and Procedures; Part 46, Protection of Human Research Subjects; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; Part 64, Floodplain Management and Wetland Protection Procedures, and Federal laws or regulations applicable to federal Assistance Programs; Part 66, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments; Part 67, Government-Wide Debarment and Suspension (Non-Procurement); Part 69, New Restrictions on Lobbying; Part 70 Uniform Administrative Requirements for Grants and Cooperative Agreements (including sub-awards) with Institutions of Higher Learning, Hospitals and other Non-profit Organizations; Part 83, Government-Wide Requirements for a Drug Free Workplace (grants).

4. Technology Requirement:

- a) Contractor shall use the latest National Information Exchange Model (NIEM) specifications and guidelines regarding the use of Extensible Markup Language (XML) for the project funded by this Agreement. Further information about the required use of NIEM specifications and guidelines is available at [www.niem.gov](http://www.niem.gov).
- b) For any information technology system funded by this Agreement, Contractor shall ensure that such project complies with 28 CFR Part 23, *Criminal Intelligence Systems Operating Policies*, if such regulation is determined to be applicable. Contractor shall comply with all applicable DOJ information technology standards.
- c) All equipment and software purchased or developed under this Agreement must be compliant with U.S. Department of Justice information technology interface standards, including the National Criminal Intelligence Sharing Plan, the Global Justice XML Data Model, and the Law Enforcement Information Sharing Plan (LEISP).

- 5. In accordance with section 6 of the Hotel and Motel Fire Safety Action of 1990, 15 U.S.C. §2225a, Contractor shall ensure that all conference, meeting, convention, or training space funded in whole or in part by this Agreement complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, 15 U.S.C. §2225.
- 6. Contractor shall comply with the applicable provisions of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. §7104, 2 CFR §175). Contractor understands and agrees that it, and any of its employees or subcontractors may not:

- a) Engage in severe forms of trafficking in persons during the period of time that this Agreement is in effect;
- b) Procure a commercial sex act during the period of time that this Agreement is in effect; or
- c) Use forced labor in the performance of this Agreement.

Contractor understands and agrees that the City and/or Grantor may unilaterally terminate this Agreement, without penalty, if Contractor:

- d) Is determined to have violated a prohibition identified in this paragraph 6, subparagraph a, b, or c; or
- e) Has an employee who is determined by an agency official authorized to terminate this Agreement to have violated any such prohibition through conduct that is either:
  - (i) associated with performance under this Agreement; or

- (ii) imputed to the Contractor or its authorized agent using the standards and due process for imputing the conduct of an individual to an organization provided in 2 CFR Part 180, as implemented by Grantor at 2 CFR Part 3000.

Contractor further understands and agrees that:

- f) It must inform the City immediately of any information received from any source alleging a violation of a prohibition in this paragraph 6, subparagraph a, b or c;
- g) City's and/or Grantor's right to terminate unilaterally as described in this paragraph 5 implements Section 106(g) of the TVPA, and that the right of the City and Grantor to terminate this Agreement unilaterally is in addition to all other remedies for noncompliance that are available under this Agreement and the Grant.
- h) For purposes of this paragraph 5:
  - (i) "Employee" means either:
    1. an individual employed by the Contractor who is engaged in the performance of the project or program under this Agreement; or
    2. another person engaged in the performance of the project or program under this Agreement and not compensated by Contractor, including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
  - (ii) "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage or slavery.
  - (iii) "Private entity" means any entity other than a state, local government, Indian Tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25, and includes non-profit organizations, including any non-profit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian Tribe at 2 CFR 175.25(b), and for-profit organizations.
  - (iv) "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at Section 103 of the TVPA, as amended.

7. Contractor agrees to cooperate with the City and the Grantor with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities funded by this Grant.
8. The Contractor shall comply with all applicable confidentiality statutes, regulations and requirements, including but not limited to, 42 U.S.C. §3789g, as applicable; 28 CFR Part 22 et seq., as applicable; the Crime Control Act of 1973, Title 1 – Law Enforcement Assistance.

The City and the Contractor will exchange various kinds of information pursuant to this Agreement. That information may include data, applications, program files and databases. These data and information are confidential when they define an individual or an employing unit. Confidential information requires special precautions to protect it from unauthorized use, access, disclosure, modification, and destruction. The sources of information may include, but are not limited to, the Employment Development Department; The California Board of Corrections, the California Department of Social Services; the California Department of Education; the County Welfare Department(s); the County IV-D Directors Office of Child Support; the Office of the District Attorney; the California Department of Mental Health; the California Office of Community Colleges; and the Department of Alcohol and Drug Programs. The City and the Contractor agree that:

- a. Each party shall keep all information that is exchanged between them in the strictest confidence and make such information available to their own employees only on a "need-to-know" basis.
- b. Each party shall provide written instructions to all of its employees with access to information provided by the other party of the confidential nature of the information and of the penalties for unauthorized use or disclosure found in Section 1798.55 of the Civil Code, Section 502 of the Penal Code, Section 2111 of the Unemployment Insurance Code, Section 10850 of the Welfare and Institutions Code and other applicable local, State and federal laws.
- c. Each party shall (where appropriate) store and process information in an electronic format, in such a way that unauthorized persons cannot reasonably retrieve the information by computer, remote terminal, or other means.
- d. Each party shall promptly return to the other party confidential information when its use ends or destroy the confidential information utilizing an approved method of destroying confidential information by shredding,

burning, or certified or witnessed destruction. Magnetic media are to be degaussed or returned to the other party.

- e. If the City or Contractor enters into an agreement with a third party to provide services, the City or Contractor agrees to include these data and security and confidentiality requirements in the agreement with that third party. In no event shall said information be disclosed to any individual outside of that third party's authorized staff, subcontractor(s), service providers or employees.
- f. Each party shall designate an employee who shall be responsible for overall security and confidentiality of its data and information systems and, each party shall notify the other of any changes in that designation.
- g. Notwithstanding any of the foregoing, Contractor shall not disclose personally identifying information about victims served with these Grant funds without a prior written release, unless the disclosure of the information is required by a statute or court order. "Personally identifying information" means individually identifying information for or about an individual including information likely to disclose the location of a victim of domestic violence, dating violence, sexual assault, or stalking. Releases must be written, informed and reasonably time-limited and signed by the victim unless the victim is an unemancipated minor or a person with disabilities.
9. Contractor shall comply with the applicable 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.
10. Contractor shall comply with the applicable requirements of the Preference for U.S. Flag Air Carriers: Travel supported by U.S. Government funds requirement, which states preference for the use of U.S. flag air carriers for international air transportation of people and property to the extent that such service is available.
11. Contractor hereby agrees to submit to the City for review and approval, any proposal or plan. City approval must be received prior to any obligation or expenditure of Grant funds.
12. Contractor shall comply with the applicable requirements of the Federal Funding Accountability and Transparency Act (FFATA) (P.L. 109-282), as amended by Section 6202(a) of the Government Funding Transparency Act of 2008 (P.L. 110-252), and as clarified in Grantor Information Bulletins, regarding disclosure of sub-awards and executive compensation.

C. Noncompliance

### C. Noncompliance

Contractor understands that failure to comply with any of the above assurances may result in suspension, termination or reduction of Grant Funds payable under this Agreement, and repayment by Contractor to City of any unlawful expenditures.

### §404. Federal, State and Local Taxes

Contractor hereby acknowledges and agrees that the compensation payable to Contractor under this Agreement shall be the total amount payable to Contractor for its services under this Agreement and that any and all Federal, State and local taxes or levies owed past, present or in the future in connection with Contractor's services under this Agreement shall be the sole responsibility of Contractor and not the City.

### §405. Inventions, Patents and Copyrights

#### A. Reporting Procedure for Inventions

If any project funded under this Agreement produces any invention or discovery ("Invention") patentable or otherwise under Title 35 of the U.S. Code, including, without limitation, processes and business methods made in the course of work under this Agreement, the Contractor shall report the fact and disclose the Invention promptly and fully to the City. The City shall report the fact and disclose the Invention to the Grantor. ~~Unless there is a prior agreement between the City and the Grantor, the Grantor shall determine whether to seek protection on the Invention. The Grantor City and Grantor agree that Contractor shall~~ determine how the rights in the Invention, including rights under any patent issued thereon ~~and the ability of the Contractor to retain the entire right, title, and interest in an Invention~~, will be allocated and administered in order to protect the public interest consistent with the policy ("Policy") embodied in the Federal Acquisition Regulations System, which is based on Ch. 18 of Title 35 U.S.C. Sections 200 et seq. (Pub. L. 95-517, Pub. L. 98-620, 37 CFR part 401); Presidential Memorandum on Government Patent Policy to the Heads of the Executive Departments and Agencies, dated 2/18/1983); and Executive Order 12591, 4/10/87, 52 FR 13414, 3 CFR, 1987 Comp., p. 220 (as amended by Executive Order 12618, 12/22/87, 52 FR 48661, 3 CFR, 1987 Comp., p. 262). Contractor hereby agrees to be bound by the Policy, and will contractually require its personnel to be bound by the Policy, and will consult inform with the City regarding allocation of any patent rights that arise from or are purchased with Grant Funds.

Formatted: Highlight

Formatted: Highlight

Commented [JF27]: 37 CFR Part 401.14 allows nonprofit educational institutions to retain ownership of Inventions subject to certain rights to the federal government.

Commented [SY28R27]: Barak, please confirm if revisions are acceptable.

## B. Right of City to Use Inventions

Without limiting the provisions set forth in Paragraph A of this Section 405, ~~City and Grantor~~ shall have an unencumbered, non-exclusive, irrevocable, royalty-free, perpetual license, to use, manufacture, improve upon, and allow others to do so for all government purposes, any Invention developed under this Agreement.

Formatted: Highlight

Commented [JF29]: In accordance with 37 CFR 401.14(g), LAPD may not obtain rights to Contractor inventions.

Commented [BV30R29]: This section deals with licenses, so the language remains.

Commented [SY31R29]: UCLA has requested a conference call to discuss Section 405. Call to be scheduled.

Formatted: Highlight

## C. Copyright Policies

~~Unless otherwise provided by the terms of the Grant or of this Agreement, when When~~ copyrightable material ("Material") is first produced or developed as part of a project funded by this Agreement, the ~~Grantor and the City~~ Contractor, at their respective discretion, may copyright the Material ~~in accordance with 2 CFR 200.315. Before copyrighting any Material, the Contractor shall obtain written permission from the City. If the Grantor or the City declines to copyright the Material, t~~he Grantor and the City shall have an unencumbered, non-exclusive, irrevocable, royalty-free, perpetual license, to reproduce, display, publish, disseminate, perform, prepare derivative works or otherwise use, and authorize others to use, for all government purposes: (a) any Material so produced or developed and (b) any rights of copyright to which Contractor purchases ownership with Grant Funds paid under this Agreement.

Contractor shall affix the applicable copyright notices of 17 U.S.C. §401 or §402 and an acknowledgement of government sponsorship (including Grant award number) to any Material first produced or developed under this Agreement.

Commented [JF32]: This allows a "non-federal entity" the ability to copyright material developed under a Federal grant subject to certain rights of the federal government. In consideration, UCLA will allow LAPD the same license of Copyrightable material as the Federal Government.

Commented [SY33R32]: Barak, please confirm if this is acceptable.

## D. Rights to Data

The Grantor and the City shall have unlimited rights ~~or copyright license~~ to any data first produced ~~or and~~ delivered under this Agreement. "Unlimited rights" means the right to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform and display publicly, or permit others to do so as ~~required defined~~ by 48 CFR 27.401. Where the data are not first produced under this Agreement or are published copyrighted data with the notice of 17 U.S.C. Section 401 or 402, the Grantor acquires the data under a copyright license as set forth in 48 CFR 27.404(f)(2) instead of unlimited rights (48 CFR 27.404(a)).

Formatted: Highlight

Commented [JF34]: This conflict with the previous Section.

Commented [JF35]: 48 CFR 27.401 just provides a government definition of "Unlimited Rights" and does not provide a requirement.

Commented [JF36]: I would want this entire Paragraph E to be removed as it conflicts with the previous paragraphs in this Section.

Commented [BV37R36]: This entire paragraph remains in the Agreement because the first sentence states the limitation of the paragraph. It does not conflict with previous paragraphs.

Commented [SY38R36]: UCLA has requested a conference call to discuss Section 405. Call to be scheduled.

Formatted: Highlight

Formatted: Highlight

## E. Ownership and License ~~(NOT APPLICABLE TO THIS AGREEMENT)~~

Unless otherwise provided for herein, all Work Products originated and prepared by Contractor or its subcontractors of any tier under this Agreement shall be and remain the exclusive property of the City for its use in any manner it deems appropriate. Work Products are all works, tangible or not, created under this Agreement including, without limitation, documents, material, data, reports, manuals, specifications, artwork, drawings, sketches, computer programs and databases, schematics, photographs, video and audiovisual recordings, sound recordings, marks, logos, graphic designs, notes, websites, domain names,

inventions, processes, formulas matters and combinations thereof, and all forms of intellectual property. Contractor hereby assigns, and agrees to assign, all goodwill, copyright, trademark, patent, trade secret and all other intellectual property rights worldwide in any Work Products originated and prepared by Contractor under this Agreement. Contractor further agrees to execute any documents necessary for the City to perfect, memorialize, or record the City's ownership of rights provided herein.

For all Work Products delivered to the City that are not originated or prepared by Contractor or its subcontractors of any tier under this Agreement, Contractor hereby grants to the City and Grantor a non-exclusive perpetual license to use such Work Products for any government purpose.

#### F. Obligations Binding on Subcontractors

Contractor shall require all subcontractors funded under this Agreement to comply with the obligations of this section by incorporating the terms of this section into all subcontracts.

#### §406. Restriction on Disclosures (NOT APPLICABLE TO THIS AGREEMENT)

**Any reports, analysis, studies, drawings, information, or data generated as a result of this Agreement are to be considered as confidential/non-confidential unless designated confidential.** Such information shall not be made available to any individual, agency, or organization except as provided for in this Agreement or as provided by law.

**Commented [JF39]:** We cannot accept this clause as it is counter to our mission of disseminating information. This Section should be removed.

**Formatted:** Highlight

**Formatted:** Highlight

#### §407. Limitation of Corporate Acts (NOT APPLICALBE TO THIS AGREEMENT)

The Contractor shall not amend its Articles of Incorporation or Bylaws, move to dissolve, transfer any assets derived from funds provided under §301 herein or take any other steps which may materially affect the performance of this Agreement without first notifying the City in writing. The Contractor shall notify the City immediately in writing of any change in the Contractor's corporate name.

**Commented [JF40]:** This would be impractical for UC to comply given the thousands of awards. Additionally, this situation would never occur since we are a public educational institution.

**Commented [SY41R40]:** UCLA accepts revisions.

#### §408. Contractor Personnel

~~The Contractor shall employ persons meeting the qualifications for those positions as negotiated between the Contractor and the City for this Agreement. Contractor shall ensure that Contractor's project team for this Agreement is fully staffed, filling all vacancies in a timely manner with experienced and trained personnel that meet applicable City certification requirements and are in compliance with any requirements identified in City directives. Deviation of the foregoing limitations shall require written City approval before becoming effective. Unless otherwise provided or approved by the City, Contractor shall use its own employees to perform the services described in this Agreement. The City shall have the right to review and approve any personnel who are assigned to work~~

**Commented [JF42]:** We can't agree to these sentences giving control to LAPD on who we can hire.

**Commented [BV43R42]:** The stricken language is acceptably stricken.

**Commented [SY44R42]:** Ok, thank you.

under this Agreement. Contractor agrees to remove personnel from performing work under this Agreement if reasonably requested to do so by the City and for good cause. Contractor shall replace all key personnel with equally or better qualified staff.

Contractor shall not use subcontractors to assist in performance of this Agreement without the prior written approval of the City. If the City permits the use of subcontractors, Contractor shall remain responsible for performing all aspects of this Agreement. The City has the right to approve Contractor's subcontractors, and the City reserves the right to request replacement of subcontractors. The City does not have any obligation to pay Contractor's subcontractors, and nothing herein creates any privity between the City and the subcontractors.

#### §409. Funding Reduction

- A. During the performance of this Agreement, the City shall have the authority to review the Contractor's actual project expenditures and work performance. Should the City determine that the Contractor is in non-compliance with any contractual obligations, the City shall, at its discretion, take appropriate action as provided by §501 of this Agreement.
- B. In the event that funds are reduced, suspended or terminated by the Grantor, the City reserves the right to reduce, suspend or terminate the funds provided by this Agreement accordingly.

#### §410. Press Releases-Public Information, Publications and Markings

The Contractor shall make specific reference to the City of Los Angeles and the Grantor as the sponsoring agency and that the Contractor is an Equal Opportunity Affirmative Action Employer in all communications with the press, television, radio or any other means of communicating with the general community in connection with the project that is the subject of this Agreement. The Contractor shall make specific reference to the City of Los Angeles and the Grantor as the sponsoring agency of the project, regarding any items which are related to the program which is funded by this Agreement. Contractor shall also coordinate press releases with the City and Grantor for maximum impact.

Contractor agrees to submit to Grantor and the City for review and approval comment of confidential information any curricula, training materials, reports, proposed publications, or any other written materials that will be published, including web-based materials and web site content, through Grant funds at least sixty (60) working days prior to the targeted dissemination date. Any written, visual, or audio publications, with the exception of press releases, whether published at the Contractor's or the government's expense, shall contain the following statement: *"This document was prepared under a grant from U.S. Department of Justice. Points of view or opinions*

**Commented [JF45]:** As stated earlier, we can't accept language giving LAPD approval of how we disseminate information. Furthermore, his language may conflict with language in the Confidentiality section. I propose we just keep the last sentence in this paragraph.

**Commented [SY46R45]:** Barak, please confirm if this is acceptable.

*expressed in this document are those of the authors and do not necessarily represent the official position or policies of U.S. Department of Justice."*

#### §411. Participation Of Small, Minority, And Women's Business

Contractor agrees and obligates itself to utilize the services of Minority, Women and Other business Enterprise firms on a level so designated in its proposal, if any. Contractor certifies that it has complied with Mayoral Directive 2001-26 regarding the Outreach Program for Personal Services Contracts Greater than \$100,000, if applicable. Contractor shall not change any of these designated subcontractors, nor shall Contractor reduce their level of effort, without prior written approval of the City, provided that such approval shall not be unreasonably withheld. Consistent with Executive Order Nos. 11625, 12432, and 12138, Contractor shall provide opportunities for small, minority, and women's businesses to participate in contracting and procurement activities generated under this Agreement. The Contractor shall:

1. Invite small, minority, and women's businesses to participate in procurements under this Agreement.
2. Divide total requirements into small requirements to permit maximum small, minority, and women's business participation whenever economically feasible.
3. Use the services and assistance of the Small Business Administration, the Minority Business Development Agency of the Department of Commerce, and the Community Services Administration (or its successor), as required.
4. The Contractor shall include the requirements of this section in every subcontract for work in connection with this Agreement and project.

#### §412. Prohibition of Legal Proceedings

The Contractor is prohibited from using Grant Funds received under this Agreement, or funds realized as a result of this Agreement, for the purpose of instituting legal proceedings against the City or their official representatives.

#### §413. Notice to City of Labor Disputes

When Contractor has knowledge that any actual or potential labor dispute involving participants or other employees is delaying or threatens to delay the timely performance of this Agreement the Contractor shall immediately give notice thereof, including all pertinent information, in regard to same to City.

#### §414. City Evaluation of Contractor's Performance

City shall conduct an evaluation of the Contractor's performance. As required by the Los Angeles Administrative Code §10.39.2, evaluations will be based on a number of criteria, including the quality of the work product or service performed, the timeliness of performance, compliance with budget requirements, and the expertise of personnel the Contractor assigns to the Agreement. City will use the final City evaluation, and any response from the Contractor, to evaluate proposals and to conduct reference checks when awarding other service contracts.

#### §415. Headings And Captions

This Agreement's section headings shall not be deemed to govern, limit, modify, or in any way affect the scope, meaning, or intent of these conditions. Unless defined as a "working day," all reference to days is to calendar days.

#### §416. Restriction on Disbursements to Subcontractors

If applicable, no money received pursuant to this Agreement by the Contractor shall be disbursed to any subcontractor except pursuant to a written agreement which incorporates the applicable laws, statutes and regulations as set forth in §403 and elsewhere in this Agreement and unless the subcontractor is in compliance with City requirements with regard to accounting and fiscal matters, to the extent that they are applicable.

#### §417. Records and Audits of Subcontracts

- A. Records shall be maintained in accordance with requirements prescribed by the City with respect to all matters covered by any subcontract. Such records shall be retained within the Los Angeles Area for a period of ~~five~~ three (3) five years after receipt of final payment under this Agreement, unless authorization to remove them is granted in writing by the City.
- B. Expenditures pertaining to subcontracts shall be supported by properly executed documents evidencing in detail the nature of the charges.
- C. At such times and in such forms as the City may require, there shall be furnished to the City such statements, records, reports, data and information as the City may request pertaining to matters covered by any subcontract.
- D. These records shall be made available to the City for copying, audit, and inspection at any time during normal business hours.

**Commented [JF47]:** Per my earlier comment, standard record retention is three years under a federal grant.

**Commented [BV48R47]:** A stated earlier, five years is the City's record retention policy.

**Commented [SY49R47]:** UCLA accepts five years.

§418. Compliance with Los Angeles City Charter Section 470(c)(12)

The Contractor, its subcontractors, and their respective principals are obligated to fully comply with City of Los Angeles Charter Section 470(c)(12) and related ordinances regarding limitations on campaign contributions and fundraising for certain elected City officials or candidates for elected City office if the contract is valued at \$100,000.00 or more and requires approval of a City elected official. Additionally, Contractor is required to provide and update certain information to the City as specified by law. Any Contractor subject to Charter Section 470(c)(12), shall include the following notice in any contract with a subcontractor expected to receive at least \$100,000.00 for performance under this Agreement:

**Notice Regarding Los Angeles Campaign Contribution and Fundraising Restrictions**

As provided in Charter Section 470(c)(12) and related ordinances, you are a subcontractor on City of Los Angeles Contract #\_\_\_\_\_. Pursuant to City Charter Section 470(c)(12), subcontractor and its principals are prohibited from making campaign contributions and fundraising for certain elected City officials or candidates for elected City office for 12 months after the City contract is signed. Subcontractor is required to provide to contractor names and addresses of the subcontractor's principals and contact information and shall update that information if it changes during the 12-month time period. Subcontractor's information included must be provided to Contractor within ten (10) business days. Failure to comply may result in termination of contract or any other available legal remedies including fines. Information about the restrictions may be found at the City Ethics Commission's website at <http://ethics.lacity.org/> or by calling (213) 978-1960.

Contractor, its subcontractors, and their respective principals shall comply with these requirements and limitations. Violation of this provision shall entitle the City to terminate this Agreement and pursue any and all legal remedies that may be available.

V.

**DEFAULTS, SUSPENSION, TERMINATION, AND AMENDMENTS**

**§501. Defaults**

Should the Contractor fail for any reason to comply with the contractual obligations of this Agreement, the City reserves the right to take any or all of the following actions at its sole discretion:

- A. Notify Contractor of performance deficiencies in accordance with §502 of this Agreement;
- B. Withhold the release of funds;
- C. Require that no funds be advanced to Contractor until Contractor has provided for the security of funds advanced by a Surety/performance bond. The amount and form of the security, if required, shall be determined by the City as noted on Exhibit E (Insurance Requirement Form) and is subject to prior City approval;
- D. Modify and/or renegotiate the funding/service level and/or make any changes in the general scope of this Agreement;
- E. ~~Require Contractor to secure at its own expense the services of Independent Experts;~~
- F. Require specific performance progress reports for identified time periods;
- G. Reduce compensation within the scope of the City's reallocation policy for services not performed and/or services performed in non-compliance with this Agreement; and
- H. Suspend operations in accordance with §503 below of this Agreement.

**Commented [JF50]:** UCLA can't agree to this as it creates an unfunded liability. As a public educational institution, we do not have the funding reserves to cover this type of expense.

**Commented [SY51R50]:** Barak, please confirm if this is acceptable.

#### §502. Notice To Correct Performance

- A. The City may notify the Contractor of its failure to comply with the terms and conditions of this Agreement by giving written notice, effective upon date of posting, which states the specific performance deficiencies to be corrected.
- B. Within ~~seven~~ fourteen (14) business days, the Contractor shall reply in writing setting forth the corrective actions that will be undertaken to remedy the performance deficiencies, which actions are subject to City approval in writing.
- C. Contractor shall thereafter submit monthly progress reports to the City in accordance with the City approved corrective action plan specifying the actions taken and resolution of the performance deficiencies.

**Commented [JF52]:** We would like more time to take any corrective actions.

**Commented [SY53R52]:** UCLA accepts 10 business days.

#### §503. Suspension Of The Agreement

- A. The City may, by giving written notice, suspend all or part of the project operations for Contractor's failure to comply with the terms and conditions of this Agreement. This Notice of Suspension shall be effective upon the date of posting.

- B. This notice shall set forth the specific conditions of noncompliance and the period provided for corrective action.
- C. Within ~~seven~~ fourteen (14) ten (10) business days from the date of written City notification, the Contractor shall reply in writing setting forth the corrective actions which will be undertaken, subject to City approval in writing. Performance shall not resume without the prior written approval of City.
- D. Performance under this Agreement shall be automatically suspended without any notice from the City as of the date the Contractor is not fully insured in compliance with §401 (Insurance) herein. Performance shall not resume without the prior written approval of City.

#### §504. Termination Of Agreement

##### A. Termination for Convenience

The City may terminate this Contract for the City's convenience at any time by giving Contractor thirty (30) days written notice thereof. Upon receipt of said notice, Contractor shall immediately take action not to incur any additional obligations, cost or expenses, except as may be reasonably necessary to terminate its activities. The City shall pay Contractor its reasonable and allowable costs through the effective date of termination and those reasonable and necessary costs incurred by Contractor to affect such termination. Thereafter, Contractor shall have no further claims against the City under this Contract. ~~All finished and unfinished documents and materials procured for or produced under this Contract, including all intellectual property rights thereto, shall become City property upon the date of such termination. Contractor agrees to execute any documents necessary for the City to perfect, memorialize, or record the City's ownership of rights provided herein.~~

##### B. Termination for Breach of Contract

1. Except for excusable delays as provided in §404, if Contractor fails to perform any of the provisions of this Contract or so fails to make progress as to endanger timely performance of this Contract, the City may give Contractor written notice of such default. If Contractor does not cure such default or provide a plan to cure such default which is acceptable to the City within the time permitted by the City, then the City may terminate this Contract due to Contractor's breach of this Contract.
2. If a federal or state proceeding for relief of debtors is undertaken by or against Contractor, or if Contractor makes an assignment for the benefit of creditors, then the City may immediately terminate this Contract.

**Commented [JF54]:** We would like more time to response.

**Commented [MOU55R54]:** Seems reasonable

**Commented [SY56R54]:** UCLA accepts 10 business days.

**Commented [JF57]:** Per the earlier changes, UCLA can't agree to this.

**Commented [BV58R57]:** UCLA changes are unacceptable. If documents have been procured for this project, they must be returned.

**Commented [SY59R57]:** UCLA requests Section 504 to be discussed on a conference call to finalize.

3. If Contractor engages in any dishonest conduct related to the performance or administration of this Contract or violates the City's lobbying policies, then the City may immediately terminate this Contract.
4. In the event the City terminates this Contract as provided in this section, the City may procure, upon such terms and in such manner as the City may deem appropriate, services similar in scope and level of effort to those so terminated, ~~and Contractor shall be liable to the City for all of its costs and damages, including, but not limited to, any excess costs for such services.~~
5. ~~All finished or unfinished documents and materials produced or procured under this Contract, including all intellectual property rights thereto, shall become City property upon date of such termination. Contractor agrees to execute any documents necessary for the City to perfect, memorialize, or record the City's ownership of rights provided herein.~~
6. If, after notice of termination of this Contract under the provisions of this section, it is determined for any reason that Contractor was not in default under the provisions of this section, or that the default was excusable under the terms of this Contract, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph A of this section, Termination for Convenience.
7. The rights and remedies of the City provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

VI.  
ENTIRE AGREEMENT

**§601. Complete Agreement**

This Agreement contains the full and complete Agreement between the two parties. No verbal agreement or conversation with any officer or employee of either party shall affect or modify any of the terms and conditions of this Agreement.

**§602. Amendments**

Any change in the terms of this Agreement, including changes in the services to be performed by the Contractor, and any increase or decrease in the amount of compensation which are agreed to by the City and the Contractor shall be incorporated into this Agreement by a written amendment properly executed and signed by the person authorized to bind the parties thereto.

**Commented [JF60]:** UCLA cannot agree to cover this type of unfunded liability. As a public educational institution that makes no profit or fee on the work we perform, we do not have the reserves to cover this type of expense.

**Commented [JF61]:** Per earlier comments, UCLA can't agree to this.

**Commented [BV62R61]:** Same analysis as above.

**Commented [SY63R61]:** UCLA requests Section 504 to be discussed on a conference call to finalize.

The Contractor agrees to comply with all future City Directives, or any rules, amendments or requirements promulgated by the City affecting this Contract.

**Formatted:** Left: 0.64", Right: 0.56", Top: 0.94", Bottom: 0.81", Footer distance from edge: 0.67"

### §603. Waivers

Waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of the City.

No waiver by the City or breach of any provision of these conditions shall be deemed for any purpose to be waiver or a breach of any other provision or of a continuing or subsequent breach of the same provision.

### §604. Number of Pages and Attachments

This Agreement is executed in three duplicate originals, each of which is deemed to be an original. This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. This Agreement includes thirty-three (34) pages and seven (7) Exhibits, which constitute the entire understanding and agreement of the parties.

This agreement may be executed in one or more counterparts, and by the parties in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. The parties further agree that facsimile signatures or signatures scanned into .pdf (or signatures in another electronic format designated by the City) and sent by e-mail shall be deemed original signatures.

**Formatted:** Indent: Left: 0.86", Right: 0.45", Space Before: 0 pt, Don't add space between paragraphs of the same style

**Formatted:** Space Before: 0 pt, Don't add space between paragraphs of the same style

**Formatted:** Font: 12 pt

**Formatted:** Indent: Left: 0.86", Space After: 0 pt, Don't add space between paragraphs of the same style, Line spacing: single

**Commented [SY64]:** UCLA accepts.

**Formatted:** Font: 12 pt

*[Signature page follows.]*

**IN WITNESS THEREOF**, the City of Los Angeles and the Contractor have caused this Agreement to be executed by their duly authorized representatives.

**THE CITY OF LOS ANGELES  
CALIFORNIA,  
LOS ANGELES**

By: \_\_\_\_\_

MICHEL R. MOORE  
Chief of Police

AnalystContract & Grant Officer DATE: \_\_\_\_\_

**THE REGENTS OF THE UNIVERSITY OF**

By: \_\_\_\_\_

YESSENIA SARMIENTO.  
Sr. Contracts & Grants

DATE: \_\_\_\_\_

← **Formatted:** Heading 2, Indent: Left: 0", Tab stops: 3.74", Left

**APPROVED AS TO FORM:**

MICHAEL N. FEUER, City Attorney

By: \_\_\_\_\_

BARAK VAUGHN  
Deputy City Attorney

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

**ATTEST:**

HOLLY L. WOLCOTT, City Clerk

By: \_\_\_\_\_  
Deputy City Clerk

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

City Business License Number: Exempt \_\_\_\_\_

Internal Revenue Service Tax ID Number: 95-6006143 \_\_\_\_\_

Council File Number: 18-1219 Date of Approval: \_\_\_\_\_

City Contract Number: \_\_\_\_\_

---

**EXHIBIT A**

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,  
INELIGIBILITY AND VOLUNTARY EXCLUSION  
LOWER TIER COVERED TRANSACTIONS**

---

**CERTIFICATION REGARDING  
DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION  
LOWER TIER COVERED TRANSACTIONS**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR Part 67, Participants' responsibilities.

**(READ ATTACHED INSTRUCTIONS FOR CERTIFICATION BEFORE COMPLETING)**

1. The prospective recipient (or subrecipient) of Federal assistance funds certifies that it or its principals:
  - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;
  - (b) Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph 1(b) of this certification; and
  - (d) Have not within a three-year period preceding this Agreement had one or more public transactions (Federal, State, or local) terminated for cause or default.
2. Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

AGREEMENT NUMBER

| \_\_\_\_\_  
| The Regents of the University of California, Los \_\_\_\_\_  
| RECIPIENT/SUBRECIPIENT/CONTRACTOR/BORROWER/AGENCY

| Yessenia Sarmiento, Contract & Grant Officer  
| NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

SIGNATURE

DATE

### **INSTRUCTIONS FOR CERTIFICATION**

1. By signing and submitting this document, the prospective recipient of Federal assistance funds is providing the certification as set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to whom this agreement is entered, if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous, when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.
5. The prospective recipient of Federal assistance funds agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective recipient of Federal assistance funds further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the [List of Parties Excluded from Procurement or Non-Procurement Programs](#).
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntary excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

---

**EXHIBIT B**

**CERTIFICATION REGARDING LOBBYING**

---

**CERTIFICATION REGARDING LOBBYING**  
**Certification for Contracts, Grants, Loans**  
**and Cooperative Agreements**

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. 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.
  2. 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.
  3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
  4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352 Title 31, U.S. Code. 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.

---

**AGREEMENT NUMBER**

The Regents of the University of California, \_\_\_\_\_  
SUBRECIPIENT/CONTRACTOR/BORROWER/AGENCY

Yessenia Sarmiento, Contract & Grant Officer

---

---

SIGNATURE DATE

---

**EXHIBIT C**

**CERTIFICATION REGARDING DRUG FREE WORKPLACE  
REQUIREMENTS**

---

**CERTIFICATION REGARDING DRUG FREE WORKPLACE ACT REQUIREMENTS**

(Capitalized terms herein shall have those meanings set forth in the Agreement to which this Certification is attached as an Exhibit)

The Contractor/Subrecipient certifies that it will or will continue to provide a drug-free workplace, in accordance with the federal Drug-Free Workplace Act of 1988 (41 U.S.C. 701 *et seq.*), 28 CFR Part 67; and the California Drug-Free Workplace Act of 1990, Government Code §§ 8350-8357, by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
2. Establishing an on-going drug-free awareness program to inform employees about:
  - a. The dangers of drug abuse in the workplace;
  - b. The Contractor's policy of maintaining a drug-free workplace;
  - c. Any available drug counseling, rehabilitation and employee assistance programs; and
  - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
3. Making it a requirement that each employee to be engaged in the performance of the program be given a copy of the statement required by paragraph 1. above.
4. Notifying the employee in the statement required by paragraph 1. that, as a condition of employment under the Grant program, the employee will:
  - a. Abide by the terms of the statement, and
  - b. Notify the Contractor in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.
5. Notifying the City and Grantor, in writing, within 10 calendar days after receiving notice under subparagraph 4. b. from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to:

Department of Justice, Office of Justice Programs  
ATTN: Control Desk  
633 Indiana Avenue, N.W.  
Washington, D.C. 20531
6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 4.b. with respect to any employee who is so convicted:
  - a. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
  - b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.
7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of the provisions of this certification.

The Regents of the University of California, Los  
SUBRECIPIENT/CONTRACTOR/BORROWER/AGENCY

AGREEMENT # \_\_\_\_\_

Yessenia Sarmiento, Contract & Grant Officer

NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

SIGNATURE

DATE

---

**EXHIBIT D**

**CITY ETHICS COMMISSION (CEC) FORM 50**

---



City Ethics Commission  
200 N Spring Street  
City Hall — 24th Floor  
Los Angeles, CA 90012  
Mail Stop 129  
(213) 978-1960

## Bidder Certification CEC Form 50

This form must be submitted to the awarding authority with your bid or proposal for the contract noted below. Please write legibly.

Original filing    Amended filing (original signed on \_\_\_\_\_; last amendment signed on \_\_\_\_\_)

Bid/Contract/BAVN Number:

Awarding Authority (Department):

Name of Bidder:

The Regents of the University of California

Phone:

Address:

UCLA, OCGA, 10889 Wilshire Blvd., Suite 700 Los Angeles, CA 90095-1406

Email:

Awards @research.ucla.edu

### CERTIFICATION

I certify the following on my own behalf or on behalf of the entity named above, which I am authorized to represent:

- A. I am a person or entity that is applying for a contract with the City of Los Angeles.
- B. The contract for which I am applying is an agreement for one of the following:
  1. The performance of work or service to the City or the public;
  2. The provision of goods, equipment, materials, or supplies;
  3. Receipt of a grant of City financial assistance for economic development or job growth, as further described in Los Angeles Administrative Code § 10.40.1(h); or
  4. A public lease or license of City property where both of the following apply, as further described in Los Angeles Administrative Code § 10.37.1(l):
    - a. I provide services on the City property through employees, sublessees, sublicensees, contractors, or subcontractors, and those services:
      - i. Are provided on premises that are visited frequently by substantial numbers of the public; or
      - ii. Could be provided by City employees if the awarding authority had the resources; or
      - iii. Further the proprietary interests of the City, as determined in writing by the awarding authority.
    - b. I am not eligible for exemption from the City's living wage ordinance, as eligibility is described in Los Angeles Administrative Code § 10.37.1(l)(b).
  - C. The value and duration of the contract for which I am applying is one of the following:
    1. For goods or services contracts—a value of more than \$25,000 and a term of at least three months;
    2. For financial assistance contracts—a value of at least \$100,000 and a term of any duration; or
    3. For construction contracts, public leases, or licenses—any value and duration.
  - D. I acknowledge and agree to comply with the disclosure requirements and prohibitions established in the Los Angeles Municipal Lobbying Ordinance if I qualify as a lobbying entity under Los Angeles Municipal Code § 48.02.

I certify under penalty of perjury under the laws of the City of Los Angeles and the state of California that the information in this form is true and complete.

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

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

Name: Yessenia Sarmiento

Title: Contract & Grant Officer

**Los Angeles Administrative Code § 10.40.1**

- (h) "**City Financial Assistance Recipient**" means any person who receives from the City discrete financial assistance in the amount of One Hundred Thousand Dollars (\$100,000.00) or more for economic development or job growth expressly articulated and identified by the City, as contrasted with generalized financial assistance such as through tax legislation.

Categories of such assistance shall include, but are not limited to, bond financing, planning assistance, tax increment financing exclusively by the City, and tax credits, and shall not include assistance provided by the Community Development Bank. City staff assistance shall not be regarded as financial assistance for purposes of this article. A loan shall not be regarded as financial assistance. The forgiveness of a loan shall be regarded as financial assistance. A loan shall be regarded as financial assistance to the extent of any differential between the amount of the loan and the present value of the payments thereunder, discounted over the life of the loan by the applicable federal rate as used in 26 U.S.C. Sections 1274(d), 7872(f). A recipient shall not be deemed to include lessees and sublessees.

**Los Angeles Administrative Code § 10.37.1**

(l) "**Public lease or license**".

- (a) Except as provided in (l)(b), "Public lease or license" means a lease or license of City property on which services are rendered by employees of the public lessee or licensee or sublessee or sublicensee, or of a contractor or subcontractor, but only where any of the following applies:
- (1) The services are rendered on premises at least a portion of which is visited by substantial numbers of the public on a frequent basis (including, but not limited to, airport passenger terminals, parking lots, golf courses, recreational facilities); or
  - (2) Any of the services could feasibly be performed by City employees if the awarding authority had the requisite financial and staffing resources; or
  - (3) The DAA has determined in writing that coverage would further the proprietary interests of the City.
- (b) A public lessee or licensee will be exempt from the requirements of this article subject to the following limitations:
- (1) The lessee or licensee has annual gross revenues of less than the annual gross revenue threshold, three hundred fifty thousand dollars (\$350,000), from business conducted on City property;
  - (2) The lessee or licensee employs no more than seven (7) people total in the company on and off City property;
  - (3) To qualify for this exemption, the lessee or licensee must provide proof of its gross revenues and number of people it employs in the company's entire workforce to the awarding authority as required by regulation;
  - (4) Whether annual gross revenues are less than three hundred fifty thousand dollars (\$350,000) shall be determined based on the gross revenues for the last tax year prior to application or such other period as may be established by regulation;
  - (5) The annual gross revenue threshold shall be adjusted annually at the same rate and at the same time as the living wage is adjusted under section 10.37.2 (a);
  - (6) A lessee or licensee shall be deemed to employ no more than seven (7) people if the company's entire workforce worked an average of no more than one thousand two-hundred fourteen (1,214) hours per month for at least three-fourths (3/4) of the time period that the revenue limitation is measured;
  - (7) Public leases and licenses shall be deemed to include public subleases and sublicenses;
  - (8) If a public lease or license has a term of more than two (2) years, the exemption granted pursuant to this section shall expire after two (2) years but shall be renewable in two-year increments upon meeting the requirements therefor at the time of the renewal application or such period established by regulation.

---

## **APPENDIX E**

**STANDARD PROVISIONS FOR CITY CONTRACTS (Rev. 10/17) [v.3]**

---

## STANDARD PROVISIONS FOR CITY CONTRACTS

### TABLE OF CONTENTS

<b>PSC-1</b>	<u>Construction of Provisions and Titles Herein</u> .....	<b>1</b>
<b>PSC-2</b>	<u>Applicable Law, Interpretation and Enforcement</u> .....	<b>1</b>
<b>PSC-3</b>	<u>Time of Effectiveness</u> .....	<b>1</b>
<b>PSC-4</b>	<u>Integrated Contract</u> .....	<b>2</b>
<b>PSC-5</b>	<u>Amendment</u> .....	<b>2</b>
<b>PSC-6</b>	<u>Excusable Delays</u> .....	<b>2</b>
<b>PSC-7</b>	<u>Waiver</u> .....	<b>2</b>
<b>PSC-8</b>	<u>Suspension</u> .....	<b>3</b>
<b>PSC-9</b>	<u>Termination</u> .....	<b>3</b>
<b>PSC-10</b>	<u>Independent Contractor</u> .....	<b>5</b>
<b>PSC-11</b>	<u>Contractor's Personnel</u> .....	<b>5</b>
<b>PSC-12</b>	<u>Assignment and Delegation</u> .....	<b>6</b>
<b>PSC-13</b>	<u>Permits</u> .....	<b>6</b>
<b>PSC-14</b>	<u>Claims for Labor and Materials</u> .....	<b>6</b>
<b>PSC-15</b>	<u>Current Los Angeles City Business Tax Registration Certificate Required</u> ....	<b>6</b>
<b>PSC-16</b>	<u>Retention of Records, Audit and Reports</u> .....	<b>6</b>
<b>PSC-17</b>	<u>Bonds</u> .....	<b>7</b>
<b>PSC-18</b>	<u>Indemnification</u> .....	<b>7</b>
<b>PSC-19</b>	<u>Intellectual Property Indemnification</u> .....	<b>7</b>
<b>PSC-20</b>	<u>Intellectual Property Warranty</u> .....	<b>8</b>
<b>PSC-21</b>	<u>Ownership and License</u> .....	<b>8</b>
<b>PSC-22</b>	<u>Data Protection</u> .....	<b>9</b>

## TABLE OF CONTENTS (Continued)

<b>PSC-23</b>	<u>Insurance</u> .....	<b>9</b>
<b>PSC-24</b>	<u>Best Terms</u> .....	<b>9</b>
<b>PSC-25</b>	<u>Warranty and Responsibility of Contractor</u> .....	<b>10</b>
<b>PSC-26</b>	<u>Mandatory Provisions Pertaining to Non-Discrimination in Employment</u> .....	<b>10</b>
<b>PSC-27</b>	<u>Child Support Assignment Orders</u> .....	<b>10</b>
<b>PSC-28</b>	<u>Living Wage Ordinance</u> .....	<b>11</b>
<b>PSC-29</b>	<u>Service Contractor Worker Retention Ordinance</u> .....	<b>11</b>
<b>PSC-30</b>	<u>Access and Accommodations</u> .....	<b>11</b>
<b>PSC-31</b>	<u>Contractor Responsibility Ordinance</u> .....	<b>12</b>
<b>PSC-32</b>	<u>Business Inclusion Program</u> .....	<b>12</b>
<b>PSC-33</b>	<u>Slavery Disclosure Ordinance</u> .....	<b>12</b>
<b>PSC-34</b>	<u>First Source Hiring Ordinance</u> .....	<b>12</b>
<b>PSC-35</b>	<u>Local Business Preference Ordinance</u> .....	<b>12</b>
<b>PSC-36</b>	<u>Iran Contracting Act</u> .....	<b>12</b>
<b>PSC-37</b>	<u>Restrictions on Campaign Contributions in City Elections</u> .....	<b>12</b>
<b>PSC-38</b>	<u>Contractors' Use of Criminal History for Consideration of Employment Applications</u> .....	<b>13</b>
<b>PSC-39</b>	<u>Limitation of City's Obligation to Make Payment to Contractor</u> .....	<b>13</b>
<b>PSC-40</b>	<u>Compliance with Identity Theft Laws and Payment Card Data Security Standards</u> .....	<b>14</b>
<b>PSC-41</b>	<u>Compliance with California Public Resources Code Section 5164</u> .....	<b>14</b>
<b>PSC-42</b>	<u>Possessory Interests Tax</u> .....	<b>14</b>
<b>PSC-43</b>	<u>Confidentiality</u> .....	<b>15</b>
<b>Exhibit 1</b>	<u>Insurance Contractual Requirements</u> .....	<b>16</b>

## **STANDARD PROVISIONS FOR CITY CONTRACTS**

### **PSC-1. Construction of Provisions and Titles Herein**

All titles, subtitles, or headings in this Contract have been inserted for convenience, and shall not be deemed to affect the meaning or construction of any of the terms or provisions of this Contract. The language of this Contract shall be construed according to its fair meaning and not strictly for or against **CITY** or **CONTRACTOR**. The word "**CONTRACTOR**" includes the party or parties identified in this Contract. The singular shall include the plural and if there is more than one **CONTRACTOR**, unless expressly stated otherwise, their obligations and liabilities shall be joint and several. Use of the feminine, masculine, or neuter genders shall be deemed to include the genders not used.

### **PSC-2. Applicable Law, Interpretation and Enforcement**

Each party's performance shall comply with all applicable laws of the United States of America, the State of California, and **CITY**, including but not limited to, laws regarding health and safety, labor and employment, wage and hours and licensing. This Contract shall be enforced and interpreted under the laws of the State of California without regard to conflict of law principles. **CONTRACTOR** shall comply with new, amended, or revised laws, regulations, or procedures that apply to the performance of this Contract with no additional compensation paid to **CONTRACTOR**.

In any action arising out of this Contract, **CONTRACTOR** consents to personal jurisdiction, and agrees to bring all such actions, exclusively in state or federal courts located in Los Angeles County, California.

If any part, term or provision of this Contract is held void, illegal, unenforceable, or in conflict with any federal, state or local law or regulation, the validity of the remaining parts, terms or provisions of this Contract shall not be affected.

### **PSC-3. Time of Effectiveness**

Unless otherwise provided, this Contract shall take effect when all of the following events have occurred:

- A. This Contract has been signed on behalf of **CONTRACTOR** by the person or persons authorized to bind **CONTRACTOR**;
- B. This Contract has been approved by the City Council or by the board, officer or employee authorized to give such approval;
- C. The Office of the City Attorney has indicated in writing its approval of this Contract as to form; and
- D. This Contract has been signed on behalf of **CITY** by the person designated by the City Council, or by the board, officer or employee authorized to enter into this Contract.

**PSC-4. Integrated Contract**

This Contract sets forth all of the rights and duties of the parties with respect to the subject matter of this Contract, and replaces any and all previous Contracts or understandings, whether written or oral, relating thereto. This Contract may be amended only as provided for in the provisions of PSC-5 hereof.

**PSC-5. Amendment**

All amendments to this Contract shall be in writing and signed and approved pursuant to the provisions of PSC-3.

**PSC-6. Excusable Delays**

Neither party shall be liable for its delay or failure to perform any obligation under and in accordance with this Contract, if the delay or failure arises out of fires, floods, earthquakes, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by the party or any of the party's Subcontractors), freight embargoes, terrorist acts, insurrections or other civil disturbances, or other similar events to those described above, but in each case the delay or failure to perform must be beyond the control and without any fault or negligence of the party delayed or failing to perform (these events are referred to in this provision as "Force Majeure Events").

Notwithstanding the foregoing, a delay or failure to perform by a Subcontractor of **CONTRACTOR** shall not constitute a Force Majeure Event, unless the delay or failure arises out of causes beyond the control of both **CONTRACTOR** and Subcontractor, and without any fault or negligence of either of them. In such case, **CONTRACTOR** shall not be liable for the delay or failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit **CONTRACTOR** to perform timely. As used in this Contract, the term "Subcontractor" means a subcontractor at any tier.

In the event **CONTRACTOR'S** delay or failure to perform arises out of a Force Majeure Event, **CONTRACTOR** agrees to use \_\_\_\_\_ reasonable best efforts to obtain the goods or services from other sources, and to otherwise mitigate the damages and reduce the delay caused by the Force Majeure Event.

**PSC-7. Waiver**

A waiver of a default of any part, term or provision of this Contract shall not be construed as a waiver of any succeeding default or as a waiver of the part, term or provision itself. A party's performance after the other party's default shall not be construed as a waiver of that default.

**PSC-8. Suspension**

At **CITY'S** sole discretion, **CITY** may suspend any or all services provided under this Contract by providing **CONTRACTOR** with written notice of suspension. Upon receipt of the notice of suspension, **CONTRACTOR** shall immediately cease the services suspended and shall not incur any additional obligations, costs or expenses to **CITY** until **CITY** gives written notice to recommence the services.

**PSC-9. Termination (SUPERCEDED BY SECTION 5 OF THE AGREEMENT)**

A. Termination for Convenience

**CITY** may terminate this Contract for **CITY'S** convenience at any time by providing **CONTRACTOR** thirty days written notice. Upon receipt of the notice of termination, **CONTRACTOR** shall immediately take action not to incur any additional obligations, costs or expenses, except as may be necessary to terminate its activities. **CITY** shall pay **CONTRACTOR** its reasonable and allowable costs through the effective date of termination and those reasonable and necessary costs incurred by **CONTRACTOR** to effect the termination. Thereafter, **CONTRACTOR** shall have no further claims against **CITY** under this Contract. All finished and unfinished documents and materials procured for or produced under this Contract, including all intellectual property rights **CITY** is entitled to, shall become **CITY** property upon the date of the termination. **CONTRACTOR** agrees to execute any documents necessary for **CITY** to perfect, memorialize, or record **CITY'S** ownership of rights provided herein.

B. Termination for Breach of Contract

1. Except as provided in PSC-6, if **CONTRACTOR** fails to perform any of the provisions of this Contract or so fails to make progress as to endanger timely performance of this Contract, **CITY** may give **CONTRACTOR** written notice of the default. **CITY'S** default notice will indicate whether the default may be cured and the time period to cure the default to the sole satisfaction of **CITY**. Additionally, **CITY'S** default notice may offer **CONTRACTOR** an opportunity to provide **CITY** with a plan to cure the default, which shall be submitted to **CITY** within the time period allowed by **CITY**. At **CITY'S** sole discretion, **CITY** may accept or reject **CONTRACTOR'S** plan. If the default cannot be cured or if **CONTRACTOR** fails to cure within the period allowed by **CITY**, then **CITY** may terminate this Contract due to **CONTRACTOR'S** breach of this Contract.
2. If the default under this Contract is due to **CONTRACTOR'S** failure to maintain the insurance required under this Contract, **CONTRACTOR** shall immediately: (1) suspend performance of any services under this Contract for which insurance was required; and (2) notify its employees and Subcontractors of the loss of insurance coverage and Contractor's obligation to suspend performance of

**Commented [BV65]:** Not acceptable to the City. Perhaps it can state, "Unless otherwise modified under Section 5 of the Agreement..."

**Commented [SY66R65]:** UCLA accepts revision stated above.

services. **CONTRACTOR** shall not recommence performance until **CONTRACTOR** is fully insured and in compliance with **CITY'S** requirements.

3. If a federal or state proceeding for relief of debtors is undertaken by or against **CONTRACTOR**, or if **CONTRACTOR** makes an assignment for the benefit of creditors, then **CITY** may immediately terminate this Contract.
4. If **CONTRACTOR** engages in any dishonest conduct related to the performance or administration of this Contract or violates **CITY'S** laws, regulations or policies relating to lobbying, then **CITY** may immediately terminate this Contract.
5. Acts of Moral Turpitude
  - a. **CONTRACTOR** shall immediately notify **CITY** if **CONTRACTOR** or any Key Person, as defined below, is charged with, indicted for, convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, any act which constitutes an offense involving moral turpitude under federal, state, or local laws ("Act of Moral Turpitude").
  - b. If **CONTRACTOR** or a Key Person is convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, an Act of Moral Turpitude, **CITY** may immediately terminate this Contract.
  - c. If **CONTRACTOR** or a Key Person is charged with or indicted for an Act of Moral Turpitude, **CITY** may terminate this Contract after providing **CONTRACTOR** an opportunity to present evidence of **CONTRACTOR'S** ability to perform under the terms of this Contract.
  - d. Acts of Moral Turpitude include, but are not limited to: violent felonies as defined by Penal Code Section 667.5, crimes involving weapons, crimes resulting in serious bodily injury or death, serious felonies as defined by Penal Code Section 1192.7, and those crimes referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2); in addition to and including acts of murder, rape, sexual assault, robbery, kidnapping, human trafficking, pimping, voluntary manslaughter, aggravated assault, assault on a peace officer, mayhem, fraud, domestic abuse, elderly abuse, and child abuse, regardless of whether such acts are punishable by felony or misdemeanor conviction.

- e. For the purposes of this provision, a Key Person is a principal, officer, or employee assigned to this Contract, or owner (directly or indirectly, through one or more intermediaries) of ten percent or more of the voting power or equity interests of **CONTRACTOR**.
  - 6. In the event **CITY** terminates this Contract as provided in this section, **CITY** may procure, upon such terms and in the manner as **CITY** may deem appropriate, services similar in scope and level of effort to those so terminated, and **CONTRACTOR** shall be liable to **CITY** for all of its costs and damages, including, but not limited to, any excess costs for such services.
  - 7. If, after notice of termination of this Contract under the provisions of this section, it is determined for any reason that **CONTRACTOR** was not in default under the provisions of this section, or that the default was excusable under the terms of this Contract, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to PSC-9(A) Termination for Convenience.
  - 8. The rights and remedies of **CITY** provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.
- C. In the event that this Contract is terminated, **CONTRACTOR** shall immediately notify all employees and Subcontractors, and shall notify in writing all other parties contracted with under the terms of this Contract within five working days of the termination.

**PSC-10. Independent Contractor**

**CONTRACTOR** is an independent contractor and not an agent or employee of **CITY**. **CONTRACTOR** shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of **CITY**.

**PSC-11. Contractor's Personnel (SUPERCEDED BY SECTION §408 OF THIS AGREEMENT)**

Unless otherwise approved by **CITY**, **CONTRACTOR** shall use its own employees to perform the services described in this Contract. **CITY** has the right to review and approve any personnel who are assigned to work under this Contract. **CONTRACTOR** shall remove personnel from performing work under this Contract if requested to do so by **CITY**.

**Commented [BV67]:** Not acceptable to the City. Perhaps it can state, "Unless otherwise modified under Section 5 of the Agreement..."

**Commented [SY68R67]:** UCLA accepts revision stated above.

**CONTRACTOR** shall not use Subcontractors to assist in performance of this Contract without the prior written approval of **CITY**. If **CITY** permits the use of Subcontractors, **CONTRACTOR** shall remain responsible for performing all aspects of this Contract and paying all Subcontractors. **CITY** has the right to approve **CONTRACTOR'S** Subcontractors, and **CITY** reserves the right to request replacement of any

Subcontractor. **CITY** does not have any obligation to pay **CONTRACTOR'S** Subcontractors, and nothing herein creates any privity of contract between **CITY** and any Subcontractor.

**PSC-12. Assignment and Delegation**

**CONTRACTOR** may not, unless it has first obtained the written permission of **CITY**:

- A. Assign or otherwise alienate any of its rights under this Contract, including the right to payment; or
- B. Delegate, subcontract, or otherwise transfer any of its duties under this Contract.

**PSC-13. Permits**

**CONTRACTOR** and its directors, officers, partners, agents, employees, and Subcontractors, shall obtain and maintain all licenses, permits, certifications and other documents necessary for **CONTRACTOR'S** performance of this Contract. **CONTRACTOR** shall immediately notify **CITY** of any suspension, termination, lapses, non-renewals, or restrictions of licenses, permits, certificates, or other documents that relate to **CONTRACTOR'S** performance of this Contract.

**PSC-14. Claims for Labor and Materials**

**CONTRACTOR** shall promptly pay when due all amounts owed for labor and materials furnished in the performance of this Contract so as to prevent any lien or other claim under any provision of law from arising against any **CITY** property (including reports, documents, and other tangible or intangible matter produced by **CONTRACTOR** hereunder), and shall pay all amounts due under the Unemployment Insurance Act or any other applicable law with respect to labor used to perform under this Contract.

**PSC-15. Current Los Angeles City Business Tax Registration Certificate Required**

For the duration of this Contract, **CONTRACTOR** shall maintain valid Business Tax Registration Certificate(s) as required by **CITY'S** Business Tax Ordinance, Section 21.00 et seq. of the Los Angeles Municipal Code ("LAMC"), and shall not allow the Certificate to lapse or be revoked or suspended.

**PSC-16. Retention of Records, Audit and Reports**

**CONTRACTOR** shall maintain all records, including records of financial transactions, pertaining to the performance of this Contract, in their original form or as otherwise approved by **CITY**. These records shall be retained for a period of no less than three years from the later of the following: (1) final payment made by **CITY**, (2) the expiration of this Contract or (3) termination of this Contract. The records will be subject to examination and audit by authorized **CITY** personnel or **CITY'S** representatives at any time. **CONTRACTOR** shall provide any reports requested by **CITY** regarding

performance of this Contract. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

In lieu of retaining the records for the term as prescribed in this provision, **CONTRACTOR** may, upon **CITY'S** written approval, submit the required information to **CITY** in an electronic format, e.g. USB flash drive, at the expiration or termination of this Contract.

#### **PSC-17. Bonds**

All bonds required by **CITY** shall be filed with the Office of the City Administrative Officer, Risk Management for its review and acceptance in accordance with Los Angeles Administrative Code ("LAAC") Sections 11.47 *et seq.*, as amended from time to time.

#### **PSC-18. Indemnification (NOT APPLICABLE TO THIS AGREEMENT)**

Except for the active negligence or willful misconduct of **CITY**, or any of its boards, officers, agents, employees, assigns and successors in interest, **CONTRACTOR** shall defend, indemnify and hold harmless **CITY** and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by **CITY**, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including **CONTRACTOR'S** employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of an act, error, or omission by **CONTRACTOR**, **Subcontractors**, or their boards, officers, agents, employees, assigns, and successors in interest. The aforementioned duty to indemnify, defend and hold harmless shall apply only in proportion to and to the extent of the acts or omissions of the CONTRACTOR, its officers, agents and employees. The rights and remedies of **CITY** provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract. This provision will survive expiration or termination of this Contract.

**Commented [JF69]:** We can't agree to this indemnification language. I would like to propose alternative language given that both entities are a public entity.

**Commented [MOU70R69]:**

**Commented [BV71R69]:** Indemnification cannot be eliminated. This provision remains in its totality.

**Commented [SY72R69]:** Please see the proposed language for your review.

**Formatted:** Font: Bold

#### **PSC-19. Intellectual Property Indemnification (NOT APPLICABLE TO THIS AGREEMENT)**

**CONTRACTOR**, at its own expense, shall defend, indemnify, and hold harmless the **CITY**, and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by **CITY**, including but not limited to, costs of experts and consultants), damages or liability of any nature arising out of the infringement, actual or alleged, direct or contributory, of any intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity, and proprietary information: (1) on or in any design, medium, matter, article, process, method, application, equipment, device, instrumentation, software, hardware, or firmware used by **CONTRACTOR**, **or its Subcontractors**, in performing the work under this Contract; or (2) as a result of **CITY'S** actual or intended use of any Work Product (as defined in PSC-21) furnished by **CONTRACTOR**, **or its Subcontractors**, under this Contract. The aforementioned duty to indemnify, defend and hold harmless shall apply

**Commented [JF73]:** We can't agree to this indemnification language. I would like to propose alternative language given that both entities are a public entity.

**Commented [BV74R73]:** Indemnification cannot be eliminated. This provision remains in its totality. If you have proposed language, please provide it.

**Commented [SY75R73]:** Please see the proposed language for your review.

only in proportion to and to the extent of the acts or omissions of the CONTRACTOR, its officers, agents and employees. The rights and remedies of CITY provided in this section shall not be exclusive

and are in addition to any other rights and remedies provided by law or under this Contract. This provision will survive expiration or termination of this Contract.

**PSC-20. Intellectual Property Warranty (NOT APPLICABLE TO THIS AGREEMENT)**

**CONTRACTOR** represents and warrantsto the best of their knowledge that its performance of all obligations under this Contract does not infringe in any way, directly or contributorily, upon any third party's intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity and proprietary information.

**Commented [JF76]:** We are unable to make this type of warranty.

**Commented [BV77R76]:** UCLA is a research institution, it can warrant that it does not infringe on other third party's IP rights...

**Commented [SY78R76]:** Please see the proposed language for your review.

**PSC-21. Ownership and License (NOT APPLICABLE TO THIS AGREEMENT)**

Unless otherwise provided for herein, all finished and unfinished works, tangible or not, created under this Contract including, without limitation, documents, materials, data, reports, manuals, specifications, artwork, drawings, sketches, blueprints, studies, memoranda, computation sheets, computer programs and databases, schematics, photographs, video and audiovisual recordings, sound recordings, marks, logos, graphic designs, notes, websites, domain names, inventions, processes, formulas, matters and combinations thereof, and all forms of intellectual property originated and prepared by **CONTRACTOR** or its Subcontractors under this Contract (each a "Work Product"; collectively "Work Products") shall be and remain the exclusive property of **CITY** for its use in any manner **CITY** deems appropriate. **CONTRACTOR** hereby assigns to **CITY** all goodwill, copyright, trademark, patent, trade secret and all other intellectual property rights worldwide in any Work Products originated and prepared under this Contract. **CONTRACTOR** further agrees to execute any documents necessary for **CITY** to perfect, memorialize, or record **CITY'S** ownership of rights provided herein.

**Commented [JF79]:** As indicated earlier in this agreement, UCLA cannot agree to this language.

**Commented [BV80R79]:** This section is applicable unless otherwise modified in the Agreement.

**Commented [SY81R79]:** UCLA would like to discuss on the conference call as related to Section 405.

**CONTRACTOR** agrees that a monetary remedy for breach of this Contract may be inadequate, impracticable, or difficult to prove and that a breach may cause **CITY** irreparable harm. **CITY** may therefore enforce this requirement by seeking injunctive relief and specific performance, without any necessity of showing actual damage or irreparable harm. Seeking injunctive relief or specific performance does not preclude **CITY** from seeking or obtaining any other relief to which **CITY** may be entitled.

For all Work Products delivered to **CITY** that are not originated or prepared by **CONTRACTOR** or its Subcontractors under this Contract, **CONTRACTOR** shall secure a grant, at no cost to **CITY**, for a non-exclusive perpetual license to use such Work Products for any **CITY** purposes.

**CONTRACTOR** shall not provide or disclose any Work Product to any third party without prior written consent of **CITY**.

Any subcontract entered into by **CONTRACTOR** relating to this Contract shall include this provision to contractually bind its Subcontractors performing work under this Contract such that **CITY'S** ownership and license rights of all Work Products are preserved and protected as intended herein.

**PSC-22. Data Protection (PARAGRAPH B IS NOT APPLICABLE TO THIS AGREEMENT)**

- A. **CONTRACTOR** shall protect, using the most secure means and technology that is commercially available, **CITY**-provided data or consumer-provided data acquired in the course and scope of this Contract, including but not limited to customer lists and customer credit card or consumer data, (collectively, the "City Data"). **CONTRACTOR** shall notify **CITY** in writing as soon as reasonably feasible, and in any event within twenty-four hours, of **CONTRACTOR'S** discovery or reasonable belief of any unauthorized access of City Data (a "Data Breach"), or of any incident affecting, or potentially affecting City Data related to cyber security (a "Security Incident"), including, but not limited to, denial of service attack, and system outage, instability or degradation due to computer malware or virus. **CONTRACTOR** shall begin remediation immediately. **CONTRACTOR** shall provide daily updates, or more frequently if required by **CITY**, regarding findings and actions performed by **CONTRACTOR** until the Data Breach or Security Incident has been effectively resolved to **CITY'S** satisfaction. **CONTRACTOR** shall conduct an investigation of the Data Breach or Security Incident and shall share the report of the investigation with **CITY**. At **CITY'S** sole discretion, **CITY** and its authorized agents shall have the right to lead or participate in the investigation. **CONTRACTOR** shall cooperate fully with **CITY**, its agents and law enforcement.
- B. If **CITY** is subject to liability for any Data Breach or Security Incident, then **CONTRACTOR** shall fully indemnify and hold harmless **CITY** and defend against any resulting actions. The aforementioned duty to indemnify, defend and hold harmless shall apply only in proportion to and to the extent of the acts or omissions of the CONTRACTOR, its officers, agents and employees.

**Commented [JF82]:** UCLA cannot agree to the indemnification provisions in Paragraph B.

**Commented [BV83R82]:** This Section remains in its totality.

**Commented [SY84R82]:** Please see the proposed language for your review.

**PSC-23. Insurance (NOT APPLICABLE TO THIS AGREEMENT—SELF-INSURED)**

During the term of this Contract and without limiting **CONTRACTOR'S** obligation to indemnify, hold harmless and defend **CITY**, **CONTRACTOR** shall provide and maintain at its own expense a program of insurance having the coverages and limits not less than the required amounts and types as determined by the Office of the City Administrative Officer of Los Angeles, Risk Management (template Form General 146 in Exhibit 1 hereto). The insurance must: (1) conform to **CITY'S** requirements; (2) comply with the Insurance Contractual Requirements (Form General 133 in Exhibit 1 hereto); and (3) otherwise be in a form acceptable to the Office of the City Administrative Officer, Risk Management. **CONTRACTOR** shall comply with all Insurance Contractual Requirements shown on Exhibit 1 hereto. Exhibit 1 is hereby incorporated by reference and made a part of this Contract.

**Commented [BV85]:** This section remains.

**Commented [SY86R85]:** UCLA accepts.

**PSC-24. Best Terms (NOT APPLICABLE TO THIS AGREEMENT)**

Throughout the term of this Contract, **CONTRACTOR**, shall offer **CITY** the best terms, prices, and discounts that are offered to any of **CONTRACTOR'S** customers for similar goods and services provided under this Contract.

**Commented [JF87]:** UCLA is not in the commercial sector

**Commented [BV88R87]:** This Section can be deemed not applicable.

**Commented [SY89R87]:** UCLA accepts.

**PSC-25. Warranty and Responsibility of Contractor** (NOT APPLICABLE TO THIS AGREEMENT)

**CONTRACTOR** warrants that the work performed hereunder shall be completed in a manner consistent with professional standards practiced among those firms within **CONTRACTOR'S** profession, doing the same or similar work under the same or similar circumstances.

**Commented [JF90]:** UCLA is not in the commercial sector so cannot warrant to this standard.

**Commented [BV91R90]:** The language can be modified for a research institution.

**Commented [SY92R90]:**

**PSC-26. Mandatory Provisions Pertaining to Non-Discrimination in Employment**

Unless otherwise exempt, this Contract is subject to the applicable non-discrimination, equal benefits, equal employment practices, and affirmative action program provisions in LAAC Section 10.8 et seq., as amended from time to time.

- A. **CONTRACTOR** shall comply with the applicable non-discrimination and affirmative action provisions of the laws of the United States of America, the State of California, and **CITY**. In performing this Contract, **CONTRACTOR** shall not discriminate in any of its hiring or employment practices against any employee or applicant for employment because of such person's race, color, religion, national origin, ancestry, sex, sexual orientation, gender, gender identity, age, disability, domestic partner status, marital status or medical condition.
- B. The requirements of Section 10.8.2.1 of the LAAC, the Equal Benefits Ordinance, and the provisions of Section 10.8.2.1(f) are incorporated and made a part of this Contract by reference.
- C. The provisions of Section 10.8.3 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Equal Employment Practices" provisions of this Contract.
- D. The provisions of Section 10.8.4 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Affirmative Action Program" provisions of this Contract.

Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

**PSC-27. Child Support Assignment Orders**

**CONTRACTOR** shall comply with the Child Support Assignment Orders Ordinance, Section 10.10 of the LAAC, as amended from time to time. Pursuant to Section 10.10(b) of the LAAC, **CONTRACTOR** shall fully comply with all applicable State and Federal employment reporting requirements. Failure of **CONTRACTOR** to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment or Notices of Assignment, or the failure of any principal owner(s) of **CONTRACTOR** to comply with any Wage and Earnings Assignment or Notices of Assignment applicable to them personally, shall constitute a default by the **CONTRACTOR** under this Contract. Failure of **CONTRACTOR** or principal owner to cure

the default within 90 days of the notice of default will subject this Contract to termination for breach. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

**PSC-28. Living Wage Ordinance (EXEMPTED)**

**CONTRACTOR** shall comply with the Living Wage Ordinance, LAAC Section 10.37 *et seq.*, as amended from time to time. **CONTRACTOR** further agrees that it shall comply with federal law proscribing retaliation for union organizing. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

**Commented [JF93]:** I believe UCLA may be exempted as a public entity.

**Commented [BV94R93]:** Acceptable if confirmed.

**Commented [SY95R93]:** UCLA confirms.

**PSC-29. Service Contractor Worker Retention Ordinance (EXEMPTED)**

**CONTRACTOR** shall comply with the Service Contractor Worker Retention Ordinance, LAAC Section 10.36 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

**Commented [JF96]:** I believe UCLA may be exempted as a public entity.

**Commented [BV97R96]:** Acceptable if confirmed.

**Commented [SY98R96]:** UCLA confirms.

**PSC-30. Access and Accommodations**

**CONTRACTOR** represents and certifies that:

- A. **CONTRACTOR** shall comply with the Americans with Disabilities Act, as amended, 42 U.S.C. Section 12101 *et seq.*, the Rehabilitation Act of 1973, as amended, 29 U.S.C. Section 701 *et seq.*, the Fair Housing Act, and its implementing regulations and any subsequent amendments, and California Government Code Section 11135;
- B. **CONTRACTOR** shall not discriminate on the basis of disability or on the basis of a person's relationship to, or association with, a person who has a disability;
- C. **CONTRACTOR** shall provide reasonable accommodation upon request to ensure equal access to **CITY**-funded programs, services and activities;
- D. Construction will be performed in accordance with the Uniform Federal Accessibility Standards (UFAS), 24 C.F.R. Part 40; and
- E. The buildings and facilities used to provide services under this Contract are in compliance with the federal and state standards for accessibility as set forth in the 2010 ADA Standards, California Title 24, Chapter 11, or other applicable federal and state law.

**CONTRACTOR** understands that **CITY** is relying upon these certifications and representations as a condition to funding this Contract. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

**PSC-31. Contractor Responsibility Ordinance (EXEMPTED)**

**CONTRACTOR** shall comply with the Contractor Responsibility Ordinance, LAAC Section 10.40 *et seq.*, as amended from time to time.

Commented [JF99]: I believe UCLA may be exempted as a public entity.

Commented [BV100R99]: Acceptable if confirmed.

Commented [SY101R99]: UCLA confirms and accepts.

**PSC-32. Business Inclusion Program**

Unless otherwise exempted prior to bid submission, **CONTRACTOR** shall comply with all aspects of the Business Inclusion Program as described in the Request for Proposal/Qualification process, throughout the duration of this Contract. **CONTRACTOR** shall utilize the Business Assistance Virtual Network ("BAVN") at <https://www.labavn.org/>, to perform and document outreach to Minority, Women, and Other Business Enterprises. **CONTRACTOR** shall perform subcontractor outreach activities through BAVN. **CONTRACTOR** shall not change any of its designated Subcontractors or pledged specific items of work to be performed by these Subcontractors, nor shall **CONTRACTOR** reduce their level of effort, without prior written approval of **CITY**.

**PSC-33. Slavery Disclosure Ordinance**

**CONTRACTOR** shall comply with the Slavery Disclosure Ordinance, LAAC Section 10.41 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

**PSC-34. First Source Hiring Ordinance**

**CONTRACTOR** shall comply with the First Source Hiring Ordinance, LAAC Section 10.44 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

**PSC-35. Local Business Preference Ordinance**

**CONTRACTOR** shall comply with the Local Business Preference Ordinance, LAAC Section 10.47 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

**PSC-36. Iran Contracting Act**

In accordance with California Public Contract Code Sections 2200-2208, all contractors entering into, or renewing contracts with **CITY** for goods and services estimated at \$1,000,000 or more are required to complete, sign, and submit the "Iran Contracting Act of 2010 Compliance Affidavit."

**PSC-37. Restrictions on Campaign Contributions and Fundraising in City Elections**

Unless otherwise exempt, if this Contract is valued at \$100,000 or more and requires approval by an elected **CITY** office, **CONTRACTOR**, **CONTRACTOR'S** principals, and **CONTRACTOR'S** Subcontractors expected to receive at least \$100,000 for performance under the Contract, and the principals of those Subcontractors (the "Restricted Persons")

shall comply with Charter Section 470(c)(12) and LAMC Section 49.7.35. Failure to comply entitles **CITY** to terminate this Contract and to pursue all available legal remedies. Charter Section 470(c)(12) and LAMC Section 49.7.35 limit the ability of the Restricted Persons to make campaign contributions to and engage in fundraising for certain elected **CITY** officials or candidates for elected **CITY** office for twelve months after this Contract is signed. Additionally, a **CONTRACTOR** subject to Charter Section 470(c)(12) is required to comply with disclosure requirements by submitting a completed and signed Ethics Commission Form 55 and to amend the information in that form as specified by law. Any **CONTRACTOR** subject to Charter Section 470(c)(12) shall include the following notice in any contract with any Subcontractor expected to receive at least \$100,000 for performance under this Contract:

**"Notice Regarding Restrictions on Campaign Contributions and Fundraising in City Elections**

You are a subcontractor on City of Los Angeles Contract # \_\_\_\_\_ . Pursuant to the City of Los Angeles Charter Section 470(c)(12) and related ordinances, you and your principals are prohibited from making campaign contributions to and fundraising for certain elected City of Los Angeles (" **CITY** ") officials and candidates for elected **CITY** office for twelve months after the **CITY** contract is signed. You are required to provide the names and contact information of your principals to the **CONTRACTOR** and to amend that information within ten business days if it changes during the twelve month time period. Failure to comply may result in termination of this Contract and any other available legal remedies. Information about the restrictions may be found online at ethics.lacity.org or by calling the Los Angeles City Ethics Commission at (213) 978-1960."

**PSC-38. Contractors' Use of Criminal History for Consideration of Employment Applications**

**CONTRACTOR** shall comply with the City Contractors' Use of Criminal History for Consideration of Employment Applications Ordinance, LAAC Section 10.48 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

**PSC-39. Limitation of City's Obligation to Make Payment to Contractor**

Notwithstanding any other provision of this Contract, including any exhibits or attachments incorporated therein, and in order for **CITY** to comply with its governing legal requirements, **CITY** shall have no obligation to make any payments to **CONTRACTOR** unless **CITY** shall have first made an appropriation of funds equal to or in excess of its obligation to make any payments as provided in this Contract. **CONTRACTOR** agrees that any services provided by **CONTRACTOR**, purchases made by **CONTRACTOR** or expenses incurred by **CONTRACTOR** in excess of the appropriation(s) shall be free and without charge to **CITY** and **CITY** shall have no obligation to pay for the services, purchases or expenses. **CONTRACTOR** shall have no obligation to provide any services,

provide any equipment or incur any expenses in excess of the appropriated amount(s) until **CITY** appropriates additional funds for this Contract.

**PSC-40. Compliance with Identity Theft Laws and Payment Card Data Security Standards (NOT APPLICABLE TO THIS AGREEMENT)**

**CONTRACTOR** shall comply with all identity theft laws including without limitation, laws related to: (1) payment devices; (2) credit and debit card fraud; and (3) the Fair and Accurate Credit Transactions Act ("FACTA"), including its requirement relating to the content of transaction receipts provided to Customers. **CONTRACTOR** also shall comply with all requirements related to maintaining compliance with Payment Card Industry Data Security Standards ("PCI DSS"). During the performance of any service to install, program or update payment devices equipped to conduct credit or debit card transactions, including PCI DSS services, **CONTRACTOR** shall verify proper truncation of receipts in compliance with FACTA.

Commented [JF102]: UCLA is not in the sector

Commented [BV103R102]: Accepted

Commented [SY104R102]: Ok, though

**PSC-41. Compliance with California Public Resources Code Section 5164**

California Public Resources Code Section 5164 prohibits a public agency from hiring a person for employment or as a volunteer to perform services at any park, playground, or community center used for recreational purposes in a position that has supervisory or disciplinary authority over any minor, if the person has been convicted of certain crimes as referenced in the Penal Code, and articulated in California Public Resources Code Section 5164(a)(2).

If applicable, **CONTRACTOR** shall comply with California Public Resources Code Section 5164, and shall additionally adhere to all rules and regulations that have been adopted or that may be adopted by **CITY**. **CONTRACTOR** is required to have all employees, volunteers and Subcontractors (including all employees and volunteers of any Subcontractor) of **CONTRACTOR** working on premises to pass a fingerprint and background check through the California Department of Justice at **CONTRACTOR'S** sole expense, indicating that such individuals have never been convicted of certain crimes as referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2), if the individual will have supervisory or disciplinary authority over any minor.

**PSC-42. Possessory Interests Tax**

Rights granted to **CONTRACTOR** by **CITY** may create a possessory interest. **CONTRACTOR** agrees that any possessory interest created may be subject to California Revenue and Taxation Code Section 107.6 and a property tax may be levied on that possessory interest. If applicable, **CONTRACTOR** shall pay the property tax. **CONTRACTOR** acknowledges that the notice required under California Revenue and Taxation Code Section 107.6 has been provided.

**PSC-43. Confidentiality [NOT APPLICABLE TO THIS AGREEMENT]**

All documents, information and materials provided to **CONTRACTOR** by **CITY** or developed by **CONTRACTOR** pursuant to this Contract (collectively "Confidential Information") are confidential. **CONTRACTOR** shall not provide or disclose any Confidential Information or their contents or any information therein, either orally or in writing, to any person or entity, except as authorized by **CITY** or as required by law. **CONTRACTOR** shall immediately notify **CITY** of any attempt by a third party to obtain access to any Confidential Information. This provision will survive expiration or termination of this Contract.

**Commented [JF105]:** UCLA cannot agree to this provision as written as indicated elsewhere.

**Commented [BV106R105]:** Shall remain, with caveat that the Confidentiality Provisions within the Document govern unless otherwise noted.

**Commented [SY107R105]:** UCLA accepts.

**EXHIBIT 1**

**INSURANCE CONTRACTUAL REQUIREMENTS**

**CONTACT** For additional information about compliance with City Insurance and Bond requirements, contact the Office of the City Administrative Officer, Risk Management at (213) 978-RISK (7475) or go online at [www.lacity.org/cao/risk](http://www.lacity.org/cao/risk). The City approved Bond Assistance Program is available for those contractors who are unable to obtain the City-required performance bonds.

A City approved insurance program may be available as a low cost alternative for contractors who are unable to obtain City-required insurance.

**CONTRACTUAL REQUIREMENTS**

CONTRACTOR AGREES THAT:

**1. Additional Insured/Loss Payee.** The CITY must be included as an Additional Insured in applicable liability policies to cover the CITY'S liability arising out of the acts or omissions of the named insured. The CITY is to be named as an Additional Named Insured and a Loss Payee As Its Interests May Appear in property insurance in which the CITY has an interest, e.g., as a lien holder.

**2. Notice of Cancellation.** All required insurance will be maintained in full force for the duration of its business with the CITY. By ordinance, all required insurance must provide at least thirty (30) days' prior written notice (ten (10) days for non-payment of premium) directly to the CITY if your insurance company elects to cancel or materially reduce coverage or limits prior to the policy expiration date, for any reason except impairment of an aggregate limit due to prior claims.

**3. Primary Coverage.** CONTRACTOR will provide coverage that is primary with respect to any insurance or self-insurance of the CITY. The CITY'S program shall be excess of this insurance and non-contributing.

**4. Modification of Coverage.** The CITY reserves the right at any time during the term of this Contract to change the amounts and types of insurance required hereunder by giving CONTRACTOR ninety (90) days' advance written notice of such change. If such change should result in substantial additional cost to CONTRACTOR, the CITY agrees to negotiate additional compensation proportional to the increased benefit to the CITY.

**5. Failure to Procure Insurance.** All required insurance must be submitted and approved by the Office of the City Administrative Officer, Risk Management prior to the inception of any operations by CONTRACTOR.

CONTRACTOR'S failure to procure or maintain required insurance or a self-insurance program during the entire term of this Contract shall constitute a material breach of this Contract under which the CITY may immediately suspend or terminate this Contract or, at its discretion, procure or renew such insurance to protect the CITY'S interests and pay any and all premiums in connection therewith and recover all monies so paid from CONTRACTOR.

**6. Workers' Compensation.** By signing this Contract, CONTRACTOR hereby certifies that it is aware of the provisions of Section 3700 *et seq.*, of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake

self-insurance in accordance with the provisions of that Code, and that it will comply with such provisions at all time during the performance of the work pursuant to this Contract.

**7. California Licensee.** All insurance must be provided by an insurer admitted to do business in California or written through a California-licensed surplus lines broker or through an insurer otherwise acceptable to the CITY. Non-admitted coverage must contain a **Service of Suit** clause in which the underwriters agree to submit as necessary to the jurisdiction of a California court in the event of a coverage dispute. Service of process for this purpose must be allowed upon an agent in California designated by the insurer or upon the California Insurance Commissioner.

**8. Aggregate Limits/Impairment.** If any of the required insurance coverages contain annual aggregate limits, CONTRACTOR must give the CITY written notice of any pending claim or lawsuit which will materially diminish the aggregate within thirty (30) days of knowledge of same. You must take appropriate steps to restore the impaired aggregates or provide replacement insurance protection within thirty (30) days of knowledge of same. The CITY has the option to specify the minimum acceptable aggregate limit for each line of coverage required. No substantial reductions in scope of coverage which may affect the CITY'S protection are allowed without the CITY'S prior written consent.

**9. Commencement of Work.** For purposes of insurance coverage only, this Contract will be deemed to have been executed immediately upon any party hereto taking any steps that can be considered to be in furtherance of or towards performance of this Contract. The requirements in this Section supersede all other sections and provisions of this Contract, including, but not limited to, PSC-3, to the extent that any other section or provision conflicts with or impairs the provisions of this Section.

### Required Insurance and Minimum Limits

Name: University of California, Los Angeles Date: September 2019

Agreement/Reference: Solving Crimes Through Innovation/2018-22 Strategies for Policing Innovation Program

Evidence of coverages checked below, with the specified minimum limits, must be submitted and approved prior to occupancy/start of operations. Amounts shown are Combined Single Limits ("CSLs"). For Automobile Liability, split limits may be substituted for a CSL if the total per occurrence equals or exceeds the CSL amount.

	Limits
<u>x</u> <b>Workers' Compensation –Workers' Compensation (WC) and Employer's Liability (EL)</b>	<u>WC Statutory</u> <u>\$1,000,000</u>
<input type="checkbox"/> Waiver of Subrogation in favor of City	<input type="checkbox"/> Longshore & Harbor Workers <input type="checkbox"/> Jones Act
<u>x</u> <b>General Liability</b>	<u>\$1,000,000</u>
<input checked="" type="checkbox"/> Products/Completed Operations <input type="checkbox"/> Sexual Misconduct _____ <input type="checkbox"/> Fire Legal Liability _____ <hr/>	
<u>Automobile Liability</u> (for any and all vehicles used for this contract, other than commuting to/from work) _____	
<hr/> <b>Professional Liability</b> (Errors and Omissions) _____	
<b>Discovery Period:</b> _____	
<u>Property Insurance</u> (to cover replacement cost of building – as determined by insurance company) _____	
<input type="checkbox"/> All Risk Coverage <input type="checkbox"/> Flood _____ <input type="checkbox"/> Earthquake _____	<input type="checkbox"/> Boiler and Machinery <input type="checkbox"/> Builder's Risk <hr/>
<b>Pollution Liability</b> _____	
<input type="checkbox"/> _____	
<u>Surety Bond</u> – Performance and Payment (Labor and Materials) Bonds <u>100 % of Contract Price</u>	
<u>Crime Insurance</u> _____	

Other: 1) In the absence of imposed Auto Liability insurance requirements, all contractors using vehicles during the course of their contract must adhere to the financial responsibility laws of the State of California.  
2) If a contractor has no employees and decides to not cover herself/himself for Workers' Compensation, please complete the form entitled "Request for Waiver of Workers' Compensation Insurance Requirement" located at <http://lacity.org/cao/risk/InsuranceForms.html>

---

**APPENDIX F****BUDGET**

---

**The Regents of the University of California  
Budget  
for SPIP Program 2018-22**

	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>TOTAL</b>
<b>Salaries</b>					
Bertozzi, Andrea (AY)	\$ 4,081	\$ 4,285	\$ 4,499	\$ 4,724	\$ 17,588
Brantingham, Jeffrey	\$ 2,445	\$ 2,567	\$ 2,695	\$ 2,830	\$ 10,537
Postdoc	\$ -	\$ 6,279	\$ -	\$ -	\$ 6,279
Graduate Student	\$ 6,383	\$ 6,511	\$ 6,641	\$ 6,774	\$ 26,308
<b>Total Salaries</b>	<b>\$ 12,908</b>	<b>\$ 19,642</b>	<b>\$ 13,835</b>	<b>\$ 14,328</b>	<b>\$ 60,713</b>
<b>Fringe Benefits</b>					
Faculty- Summer	\$ 310	\$ 326	\$ 342	\$ 359	\$ 1,338
Faculty- Academic	\$ 1,265	\$ 1,414	\$ 1,575	\$ 1,653	\$ 5,907
Postdoc	\$ -	\$ 2,072	\$ -	\$ -	\$ 2,072
Student-Academic	\$ 120	\$ 122	\$ 120	\$ 120	\$ 481
Student-Summer	\$ 95	\$ 97	\$ 95	\$ 95	\$ 382
Fee Remission	\$ 4,220	\$ 4,430	\$ 4,652	\$ 4,885	\$ 18,187
<b>Total Fringe Benefits</b>	<b>\$ 6,010</b>	<b>\$ 8,462</b>	<b>\$ 6,784</b>	<b>\$ 7,112</b>	<b>\$ 28,367</b>
<b>Total Salaries, Benefits</b>	<b>\$ 18,918</b>	<b>\$ 28,103</b>	<b>\$ 20,619</b>	<b>\$ 21,440</b>	<b>\$ 89,080</b>
<b>Participant Costs (Summer REU researchers)</b>					
Stipend	\$ -	\$ 6,000	\$ 6,000	\$ -	\$ 12,000
<b>Total Participant Costs</b>	<b>\$ -</b>	<b>\$ 6,000</b>	<b>\$ 6,000</b>	<b>\$ -</b>	<b>\$ 12,000</b>
<b>Other Costs</b>					
Materials & Supplies	\$ 100	\$ 100	\$ 100	\$ 100	\$ 400
TIF	\$ 425	\$ 425	\$ 425	\$ 425	\$ 1,700
Publication Costs	\$ 150	\$ 150	\$ 150	\$ 150	\$ 600
<b>Total Other Costs</b>	<b>\$ 675</b>	<b>\$ 675</b>	<b>\$ 675</b>	<b>\$ 675</b>	<b>\$ 2,700</b>
<b>TOTAL DIRECT COSTS</b>	<b>\$ 19,593</b>	<b>\$ 34,778</b>	<b>\$ 27,294</b>	<b>\$ 22,115</b>	<b>\$ 103,780</b>
<b>INDIRECT COSTS</b> (54% excluding fee remission)	<b>\$ 8,302</b>	<b>\$ 16,388</b>	<b>\$ 12,226</b>	<b>\$ 9,304</b>	<b>\$ 46,220</b>
<b>TOTAL</b>	<b>\$ 27,895</b>	<b>\$ 51,166</b>	<b>\$ 39,520</b>	<b>\$ 31,419</b>	<b>\$ 150,000</b>

---

**APPENDIX G****STATEMENT OF WORK (SAMPLE)**

---

## Statement of Work

### Sample

This Statement of Work is issued under the Professional Services Agreement ("Agreement") between the City of Los Angeles, California, a municipal corporation (hereinafter referred to as the "City"), acting by and through the Los Angeles Police Department (hereinafter referred to as the "LAPD" or the "Department"), and the Regents of the University of California, (hereinafter referred to as the "Contractor") with an effective date \_\_\_\_\_.

LAPD agrees that Contractor may allow Third Party, as defined in Paragraph §202 (D) (4) in the Agreement and specifically named below, access to Protected Confidential Material. Third Party hereby agrees to the terms and conditions of the Agreement for its researchers having access to Protected Confidential Material. Third Party will abide by the terms of such Agreement and agrees to assume the obligations for Indemnification in PSC-18 of the "Standard Provisions for City Contracts (Rev. 10/17) [v.3] of the Agreement while Third Party is using LAPD Protected Confidential Material obtained from Contractor. This form shall be executed by LAPD, Contractor, and Third Party, and one fully-executed Statement of Work with the Agreement shall be given to the Third Party.

Together with the Agreement, the Statement of Work governs the conduct of the research contemplated herein.

1. Project Title:
2. Year-Number (e.g., 2018-4) \_\_\_\_\_
3. Description of the research ("Research"):
  
4. Description of data to be provided ("Data"):
  
5. Individual(s) authorized to access the Data ("Authorized Users")
  
6. Optional: List any additional compliance, research use, or data security requirements beyond those specified in the Agreement that apply to this specific Data:

7. Can the Data be linked with other datasets? \_\_\_\_\_ Yes \_\_\_\_\_ No  
If yes, restrictions on how the Data can be linked:

8. Upon completion or termination of this project, Data shall be:

Retained by CPL\_\_\_\_\_ Returned to Data Owner\_\_\_\_\_ Destroyed\_\_\_\_\_

**IN WITNESS WHEREOF** the Parties hereto have caused this agreement to be executed by their duly authorized representatives:

**The Regents of the University of California**

Signature\_\_\_\_\_ Date\_\_\_\_\_

Name\_\_\_\_\_

Title\_\_\_\_\_

The Regents of the University of California

**Third Party:**\_\_\_\_\_

Signature\_\_\_\_\_ Date\_\_\_\_\_

Title\_\_\_\_\_

Institution\_\_\_\_\_

**Los Angeles Police Department**

Signature\_\_\_\_\_ Date\_\_\_\_\_

[ authorized official]

**Read and Understood By:**

Signature\_\_\_\_\_ Date\_\_\_\_\_

Principal Investigator Name:\_\_\_\_\_