

Submitted in Committee  
9/19/05

**REPORT FROM**

**OFFICE OF THE CITY ADMINISTRATIVE OFFICER**

---

Date: September 19, 2005

CAO File No. 0130-01882-0000  
Council File No.  
Council District:

To: The Mayor  
The City Council

From: William T Fujioka, City Administrative Officer *WTF by m7*

Reference: Transmittal from Mayor dated July 15, 2005  
Request for Report to Public Safety Committee dated September 12, 2005

Subject: **U.S. Department of Justice COPS Office Enhancing Culture of Integrity Grant**

---

**SUMMARY**

The City has been awarded a grant for \$414,000 from the U.S. Department of Justice COPS Office to fund two Los Angeles Police Department (LAPD) National Internal Affairs Best Practices Summit Sessions aimed at developing a consensus about national standards for various types of investigations, citizen complaints and police accountability. There is no City match required, and the term of the grant agreement is September 1, 2003 to August 31, 2007.

Accompanying the grant agreement is a proposed consultant contract with the Police Assessment Resource Center, which will assist in planning and facilitating the Summit Sessions and writing the follow-up reports and papers. The proposed contract is for \$29,400, and also expires on August 31, 2007.

Further details of the activities to be funded by the Grant, the grant budget, and the services to be provided by the Consultant can be found in the attached Grant Proposal and Grant Agreement.

**Discussion**

Under the proposed grant agreement, the City ~~would be~~ budgeted \$414,000 over two years to arrange two separate conferences, to be held in Los Angeles, to discuss a broad variety of topics ranging from use-of-force investigations to homeland security. The preliminary list of invitees includes representatives of Police departments from most of the large cities across the nation, as well as the Los Angeles County Sheriff and a small number of academics and other experts in the field of Internal Affairs practices. In addition to the conferences, the participants would engage in monthly teleconferencing on this topic, in order to create an ongoing and lasting "community of practice" within the field. As deliverables, the group would be responsible for authoring a comprehensive best practices document covering the issues discussed at the two conferences.

Approximately \$90,000 of the grant award is budgeted for travel and lodging for the invitees' attendance at the two conferences. While the grant agreement specifies that the grantee (the City) is responsible for arranging for travel and lodging, the City Attorney advises that the invitees should be required to follow the City's travel and travel reimbursement policies. A recommendation instructing the Police Department to inform the invitees of these requirements and follow them is included.

The grant agreement has already been approved and signed by the Department of Justice, and needs only review by the City Attorney and signatures from the Mayor and Chief of Police for execution.

The contract with the Police Assessment Resource Center has not yet been finalized, as the Center has not yet completed all of the City's standard contracting requirements. As it is anticipated that the contractor will submit all of the required documentation and comply with all the City contract standard requirements, it is recommended that the Council and Mayor approve the contract subject to completion of all the standard requirements. It should be noted that the proposed contractor was selected as a sole source contractor, without a competitive process, due to the contractor's specific expertise and knowledge in this field. Both of the individuals at the Police Assessment Resource Center who will be consulting have extensive history in law enforcement, police oversight and reform, and internal affairs issues. Mr. Merrick Bobb has been the external monitor for the Los Angeles County Sheriff's Department for seven years, and Dr. Jerry Williams has served as Chief of Police in Aurora, Colorado and Arvada, Colorado, as well as serving as the president of the Police Executive Research Forum, and is a published author on the subject.

## **RECOMMENDATIONS**

That the Council and Mayor:

1. Accept the grant award for \$414,000 for the COPS Enhancing Culture of Integrity Program for the term September 1, 2003 to August 31, 2007, subject to City Attorney approval as to form and legality;
2. Authorize the Mayor and the Chief of Police to execute the grant agreement and submit the COPS Enhancing Culture of Integrity Program award to the U.S. Department of Justice COPS Office on behalf of the City;
3. Instruct the Police Department to notify all of the attending agencies of the City travel and travel reimbursement policies, and to require that all City policies be followed in order to obtain reimbursement for travel relating to this Grant;
4. Authorize the Controller to:
  - A. Establish a receivable in the amount of \$414,000 in the COPS Enhancement Community Policing Fund 47J, Department 46;

- B. Establish an account within Fund 47J/46 titled "COPS Enhancing Culture of Integrity Program Grant" and appropriate funds not to exceed \$414,000 thereto upon receipt from the Department of Justice;
5. Authorize the Director, Mayor's Criminal Justice Planning Office, to:
- A. Negotiate and execute the contract on behalf of the City with the Police Assessment Resource Center for consultant services relating to the LAPD National Internal Affairs Best Practices Summit Sessions and the Enhancing Culture of Integrity Grant Program, for the term September 1, 2005 to August 31, 2007, with compensation not to exceed \$29,400, subject to City Attorney approval as to form and legality and completion of all required standard provision documentation;
  - B. Prepare Controller's instructions for any necessary technical adjustments, subject to the approval of the City Administrative Officer, and instruct the Controller to implement the instructions; and,
6. Find, pursuant to Charter Section 371(e)(2), that the proposed consultant contract is exempt from competitive bidding because it is for the performance of professional, scientific, expert, technical, or other special services of a temporary and occasional character for which competitive bidding is not practicable or advantageous.

## **FISCAL IMPACT STATEMENT**

The proposed grant agreement would fully fund the proposed COPS Enhancing Culture of Integrity Program through August 31, 2007. Inasmuch as full funding would be provided by the U.S. Department of Justice, there is no impact on the General Fund. This proposal complies with the Financial Policies, as one-time revenue would be used for one-time expenditures.

*WTF:MC:1805008*

Attachments



July 15, 2005

Honorable Members of the City Council  
C/O City Clerk  
Room 395, City Hall

**RE: Transmittal of U.S. Department of Justice COPS Office Enhancing Culture of Integrity Grant Award# 2003HSWXK040**

Contact Person: Joseph Jackson, Director  
Mayor's Criminal Justice Planning Office (CJPO)  
(213) 978-0710

Transmitted herewith for consideration by the City Council is a proposed Standard Agreement between the U.S. Department of Justice COPS Office and the City of Los Angeles to accept the COPS Enhancing Culture of Integrity Grant Award. On May 5, 2005, the City was awarded a grant under this program for \$414,000 to fund two Los Angeles Police Department (LAPD) National Internal Affairs Best Practices Summit Sessions and develop a consensus about national standards for various types of investigations, citizen complaints and police accountability. There is no local cash match requirement to accept this grant award. The contract term will be for four years, September 1, 2003 to August 31, 2007. The signed award document and the accompanying cooperative agreement must be returned to COPS within 45 days of receipt, or August 15, 2005

This grant will fund the first ever on-going major cities internal affairs gathering and collaboration through a community of practice, which will develop a community of internal affairs practitioners and academics working together to study the field, explore common challenges, develop professionally, and advance the practice of internal affairs. The primary purpose of the project is to create an opportunity for the major city police departments to come together in a formal meeting and on an ongoing basis to share and develop standards and best practices in internal affairs work and share information with the wider field of policing. The outcome of this project should be increased trust and confidence of the community in its enforcement personnel.

Also for consideration by the City Council is a request for authorization to negotiate and execute a \$23,000 contract with the Police Assessment Resource Center for two years, in conformance with the attached pro forma contract. The contractor will be working on the National Internal Affairs Best Practices Summit project with the Los Angeles Police Department (LAPD). This contract is being funded under this COPS Enhancing Culture of Integrity Grant (#2003HSWXK040). The grantor has given written authorization to the City to use sole source procurement for this contractor, and to pay the contractor's hourly rates, based on the experience and expertise of this contractor.

The Police Assessment Resource Center will assist in developing a list of recommended participants; work on National Session planning tasks; assist in preparing background materials and handouts; serve as facilitator to both National Internal Affairs Sessions; and assist in writing follow-up reports and papers. There will be two federally-funded National Internal Affairs Sessions, one in 2006 and the second in 2007. Police Assessment Resource Center consultants will work July 1, 2005 through August 30, 2007 on the aforementioned tasks.

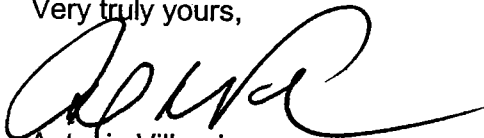
Overall, the federal funds under this grant will assist the LAPD in conducting these National Internal Affairs Sessions and to facilitate a project committee, advisory committee, and executive sessions to develop strategies for the most optimum fashion of taking complaints, investigating complaints, managing police misconduct and corruption. These key issues in the field will create a set of "best practices" for this important but neglected area of policing. In addition, using the technology under this grant will support the internal affairs dialog, encourage its use in support of other areas such as homeland security and the professional development of law enforcement executives.

It is **THEREFORE** recommended that the City Council and the Mayor:

1. **ACCEPT** the grant award for \$414,000 for the COPS Enhancing Culture of Integrity Program for the term September 1, 2003 to August 31, 2007, subject to the approval of the City Attorney as to form and legality.
2. **AUTHORIZE** the Mayor and the Chief of Police to execute and submit the COPS Enhancing Culture of Integrity Program award to the U.S. Department of Justice COPS Office on behalf of the City.
3. **REQUEST** the Controller to establish a New Fund entitled COPS Enhancing Culture of Integrity Program Grant Fund for the receipt and disbursement of grant funds.
4. **AUTHORIZE** the Director, Mayor's Criminal Justice Planning Office, to prepare Controller's instructions for any necessary technical adjustments, subject to the approval of the City Administrative Officer (CAO), and instruct the Controller to implement the instructions.

5. **FIND**, pursuant to Charter Section 371 (e) (2), that the proposed contract is exempt from competitive bidding because it is for the performance of professional, scientific, expert, technical, or other special services of a temporary and occasional character for which competitive bidding is not practicable or advantageous.
6. **FIND**, pursuant to Charter Section 1022, that the proposed contract is for services that can be performed more feasibly by this independent contractor (Police Assessment Resource Center), due to their specialized expertise, than by City employees.
7. **AUTHORIZE** the Director, Mayor's Criminal Justice Planning Office to negotiate and execute the contract on behalf of the City in substantial conformity with the attached pro forma contract, subject to the approval of the City Attorney as to form and legality.

Very truly yours,

A handwritten signature in black ink, appearing to read 'Antonio Villaraigosa', written over a horizontal line.

Antonio Villaraigosa  
Mayor

AV:jc



U.S. Department of Justice

Office of Community Oriented Policing Services

Office of the Director  
1100 Vermont Avenue, NW  
Washington, D.C. 20530

RECEIVED

JUL 1 2005

RECEIVED

MAY 10 2005

RECEIVED  
2005 JUN -1 PM 1:28  
MAYOR'S OFFICE/CJPO

May 5, 2005

Chief William J. Bratton  
Los Angeles Police Department  
150 North Los Angeles Street  
Los Angeles, CA 90012

OFFICE OF THE CHIEF OF POLICE

OFFICE OF THE CHIEF OF POLICE

RECEIVED

MAY 10 2005

Subject: ORI: CA01942, Grant # 2003HSWXK040

Office of Support Services

Dear Chief Bratton:

On behalf of Attorney General Alberto Gonzales and the Office of Community Oriented Policing Services (COPS Office), it is my pleasure to inform you that we have approved your revised proposal for Internal Affairs Networks in the amount of \$414,000. The COPS Office recognizes and appreciates your commitment to this very important initiative.

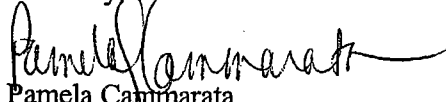
Enclosed in this packet are the award document and cooperative agreement; both documents must be appropriately signed in two locations. Both the award document and the cooperative agreement contain terms and conditions that apply to your award. Be sure to familiarize yourself with all terms and conditions in both documents. **To officially accept the award, please sign both the enclosed award document and cooperative agreement and return the originals to the COPS Office within 45 days.** Failure to submit the signed documents in this 45-day period could result in COPS withdrawing your program and de-obligating your funds.

Should you have questions regarding any matters related to this award, please do not hesitate to contact your project manager, Albert Pearsall, III, at 202-616-3298 or [albert.pearsall@usdoj.gov](mailto:albert.pearsall@usdoj.gov). Please mail your signed award and cooperative agreement to:

Albert Antony Pearsall, III  
Senior Policy Analyst  
USDOJ COPS Office  
Program/Policy Support and Evaluation Division  
1100 Vermont Avenue, NW  
Washington, DC 20530

I want to extend my personal appreciation for your efforts and congratulate you on this award. On behalf of the staff at the COPS Office, we look forward to working with you to complete this important project.

Sincerely,

  
Pamela Cammarata  
Deputy Director

Enclosures



U. S. Department of Justice  
Community Oriented Policing Services  
**Program, Policy Support and Evaluation (PPSE)**  
**Police Integrity**

*Project Title:* Internal Affairs Network

*Grant #:* 2003HSWXXK040

*ORI #:* CA01942

*Applicant Organization's Legal Name:* Los Angeles, City of

*Vendor #:* 956000735

**Law Enforcement Executive:** Chief William J. Bratton

*Address:* 150 North Los Angeles Street

*City, State, Zip Code:* Los Angeles, CA 90012

*Telephone:* (213) 485-3202

*Fax:* (213) 485-2719

**Government Executive:** Mayor Antonio R. Villaraigosa

*Address:* 200 N. Spring Street, Room 303

*City, State, Zip Code:* Los Angeles, CA 90012

*Telephone:* (213) 978-0600

*Fax:* (213) 978-0656

*Award Start Date:* 9/1/2003

*Award End Date:* 8/31/2007

*Award Amount:* \$ 414,000.00

Carl R. Peed, Director

Date

\_\_\_\_\_  
Signature of Law Enforcement Official with the  
Authority to Accept this Grant Award

\_\_\_\_\_  
Typed Name and Title of Law Enforcement  
Official

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Government Official with the Authority to  
Accept this Grant Award

\_\_\_\_\_  
Typed Name and Title of Government Official

\_\_\_\_\_  
Date

False statements or claims made in connection with COPS grants may result in fines, imprisonment, debarment from participating in federal grants or contracts, and/or any remedy available by law to the Federal Government.

Award ID: 79754





U.S. Department of Justice  
Office of Community Oriented Policing Services (COPS)

Award Terms

1. The awardee agrees to comply with the Assurances and Certifications; the COPS statute (42 U.S.C. §3796dd); OMB Circulars A-87, A-21, A-122 or the Federal Acquisition Regulations, as applicable (governing cost principles); OMB Circulars A-102 (28 C.F.R. Part 66) or A-110 (28 C.F.R. Part 70), as applicable (Uniform Administrative Requirements for Grants and Cooperative Agreements); OMB Circulars A-133 (governing audits); and with all other applicable program requirements, laws, orders, regulations, or circulars.
2. State and local government awardees acknowledge that award funds must be used to supplement, and not supplant, state, local or Bureau of Indian Affairs funds already committed for the award purpose (hiring, training, purchases, and/or activities) that would exist in the absence of the award.
3. The awardee agrees to comply with appropriate federal procurement rules. If applicable, awardees that have been awarded funding for the procurement of an item in excess of \$100,000 and plan to use a non-competitive procurement process must provide a written sole source justification to the COPS Office for approval prior to obligating, expending, or drawing down award funds for that item.
4. The awardee agrees to submit one copy of all reports and proposed publications resulting from this award twenty (20) days prior to public release. Any publications (written, visual, or sound) or computer programs, whether or not published at government expense, shall contain the following statement: "This project was supported by grant 2003HSWXXK040 by the U.S. Department of Justice Office of Community Oriented Policing Services. Points of view or opinions contained in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice."
5. The awardee agrees to comply with the COPS Office policy on contact with the news media. The policy establishes the COPS Office Communications Division as the principal point of contact for the news media for issues relevant to the COPS Office and/or parameters of the award. The awardee agrees to refer all media inquiries on these topics directly to the COPS Communications Division (202-616-1728).
6. The awardee agrees, if required, to submit all surveys, interview protocols, and other information collections to the COPS Office for submission to the Office of Management and Budget (OMB) for clearance under the Paperwork Reduction Act (PWRA) of 1995.
7. The awardee agrees to comply with the provisions of the Department of Justice's common rule regarding Human Subjects Research Risk Protections, 28 CFR Part 46, prior to the expenditure of Federal funds to perform such activity(ies), if applicable. The awardee also agrees to comply with 28 CFR Part 22 regarding the safeguarding of individually identifiable information collected from research participants.
8. The awardee agrees to comply with 28 CFR Part 61 (Procedures for Implementing the National Environmental Policy Act), if applicable.
9. The awardee acknowledges that this award may be subject to Federal or third party monitoring, auditing, and/or evaluation and/or a Single Audit Act audit (see OMB Circular A-133) and agrees to cooperate with such activities by providing access to and copies of, as appropriate, all project-related records, documents and personnel, and making any necessary adjustments to award activities as a result of such monitoring, evaluation, or audit.
10. The awardee acknowledges that failure to comply with the terms and conditions of this award may result in legal sanctions including, but not limited to, suspension and termination of funds, repayment of expended funds, and ineligibility to receive additional COPS funding.
11. The awardee acknowledges that a hold may be placed on this award if it is deemed that the awardee is not in compliance with Federal civil rights laws and/or is not cooperating with an ongoing Federal civil rights investigation.
12. The awardee acknowledges that false statements or claims made in connection with COPS awards may result in fines, imprisonment, debarment from participating in Federal grants or contracts, and/or any other remedy available by law to the Federal Government.
13. The awardee agrees to submit quarterly financial status reports on the standard government form (form number SF269A), and will submit a final SF269A form at the end of the grant period.
14. The awardee agrees to submit progress reports detailing all project activities, semiannually.
15. The awardee agrees to complete and keep on file, as appropriate, a Bureau of Citizenship and Immigration Services Employment Eligibility Verification Form (I-9).
16. The awardee agrees to notify the appropriate State Information Technology Point of Contact of the receipt of this award, to facilitate communication among local and state governmental agencies regarding various information technology projects, if appropriate. For a list of State Information Technology Points of Contact, visit [http://it.ojp.gov/topic.jsp?topic\\_id=31](http://it.ojp.gov/topic.jsp?topic_id=31).
17. The awardee agrees to comply with 28 C.F.R. if award funds are used to operate an interjurisdictional criminal intelligence system. The awardee acknowledges that it has completed, signed and submitted with its award application the relevant Special Condition certifying its compliance with 28 C.F.R. Part 23.



**U.S. Department of Justice**  
**Office of Community Oriented Policing Services (COPS)**

1100 Vermont Avenue, NW  
Washington, D.C. 20530

**Cooperative Agreement #2003-HS-WX-K040**  
**City of Los Angeles**

**I. Statement of Authority**

This Cooperative Agreement between the City of Los Angeles "the Awardee," and the U.S. Department of Justice Office of Community Oriented Policing Services (COPS Office), is hereby entered into under the authority of 42 USC Section 3796 dd (f). The purposes of this Cooperative Agreement are described below.

**II. Statement of Background and Purpose**

**BACKGROUND:**

Internal affairs professional are working to improve police accountability across the nation. Interestingly, despite the recent increase in academic work, study and research on the profession of policing, very little work has been done in the area of internal affairs: what are the norms of the industry? How should various allegations of misconduct be investigated? What are the most effective ways to modify behavior and gain compliance by officers?

This grant will fund the first ever on-going major cities internal affairs gathering and collaboration through a community of practice. Communities of practice are organizational structures that network together individuals across traditional jurisdictional or disciplinary boundaries that share a common policy and professional development purpose. This effort will bring the top major city practitioners and the top academics together to discuss the key issues in the field and begin the effort to create a set of "best practices" for this important but neglected area of policing. Importantly, the physical gathering for a meeting is only one stage in the process.

The primary members of community will be internal affairs professionals from select law enforcement agencies. The community of practice will be self-directed, with leadership from a "project committee" comprised of key primary members and select DOJ and LAPD personnel. An "advisory committee" will be comprised of a select group of national experts and academics. The advisory committee will help shape the agenda, participate in community meetings, and provide advice and counsel as appropriate.

The internal affairs units of the largest departments in the United States have no platform for interaction – there is no forum for them to come together, no mechanism to discuss problems and develop solutions to problems as a collective. The primary purpose of the project is to create an opportunity for the major city police departments to come together in "real time" on an on-going basis to share and develop standards and best practices in internal affairs work and share these products with the wider field of policing. It is hoped that the learning that takes place during this process will have a multiplier effect on smaller law enforcement agencies throughout the country. The outcome of this project should be increased trust and confidence of the community in its law enforcement personnel.

## **PRIMARY OBJECTIVE:**

The objectives are multiple:

- 1) Develop a vibrant community of internal affairs practitioners and academics working together to study the field, explore common challenges, develop professionally, and advance the practice of internal affairs.
- 2) Develop consensus about national standards for various types of investigations, citizen complaints and police accountability.
- 3) Develop best practices that each department in the community of practice will use and adapt for their own needs. Once a base or floor is established (see #2) then the decision can turn to what would be the "best", most optimum fashion of taking complaints, investigating complaints, managing police misconduct and corruption.
- 4) Share the standards and best practices developed through this award beyond the community of practice with the larger field of policing.
- 5) In addition to using the technology under this award to support internal affairs dialog, encourage its use in support of other areas such as homeland security and the professional development of law enforcement executives.

## **III. Scope of Work**

For a period hereinafter set forth, the COPS Office and the Awardee will cooperatively furnish the necessary personnel, travel, supplies, and otherwise perform all things necessary for, or incident to, the performance of work (the accomplishment of functional objectives) as set forth below:

### **A. Specifically, the COPS Office will:**

1. Designate a Program Manager to participate in the planning and management of this Cooperative Agreement and to coordinate activities.
2. Provide information and technical assistance from government sources within available resources and as determined appropriate by the Program Manager.
3. Provide guidance to the Awardee in the planning and development of strategies used in the project and in the coordination of the project with law enforcement agencies and organizations interested in contributing their support.
4. The Program Manager will work with the Awardee to:
  - Plan two internal affairs executive sessions.
  - Develop a minimum of three publications on internal affairs topics to be determined by the community of practice. The Awardee will be responsible for the drafting of these publications. COPS will be responsible for the final desk-topping and publishing of approved products.
  - Market products developed under the award.
  - Identify guidebooks and other resources to assist the Awardee in purchasing, installing, and using the project technology effectively.
5. The Program Manager will review and consider for approval the following under this Cooperative Agreement:
  - All publications produced by the community of practice.
  - Suggested topics for the three guidebooks.

- Participants in the community of practice, including the project committee, advisory committee, and executive sessions.
- Conference agendas.

6. Reserve a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal government purposes: (1) the copyright in any work developed under this Cooperative Agreement, subgrant, or contract; and (2) any rights of copyright to which an Awardee, subgrantee, or a contractor purchases ownership with support from a cooperative agreement. Additionally, the COPS Office may make available for reproduction material produced under this Cooperative Agreement by any means, including a DOJ website, a hard copy(s), or in electronic form(s), without restriction.

The awardee is responsible for acquiring rights for copyrighted material for inclusion in Department of Justice publications that are compiled, written, or prepared under the award, including the payment of required fees. Any copyright holders should be notified that the Federal government reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish or otherwise use and to authorize others to use the publication for Federal government purposes. Additionally, any publication and distribution agreements with a publisher shall include provisions giving the Federal government a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use the publication for Federal Government purposes. The agreements with a publisher should contain information on the awarding agency requirements.

**B. Specifically, the Awardee will:**

1. Work closely with the COPS Office and Program Manager to achieve the tasks specified in the Cooperative Agreement.
2. Provide further detail on project plans as requested by the Program Manager.
3. Adhere to the requirements or tasks specified in this Cooperative Agreement and not deviate from them unless requested adjustments are first presented to and approved by the Program Manager.
4. Submit for prior approval or disapproval to the Program Manager any proposed changes in key staff assignments to this project and any significant changes in any partner's role or responsibilities.
5. Obtain written approval from the COPS Office prior to obligating, expending or drawing down Agreement funds for the award of non-competitive contracts (including equipment purchases) in excess of \$100,000.
6. Submit one copy of all reports and proposed publications resulting from this agreement to the Program Manager twenty (20) days prior to public release. Any publications (written, visual, or sound) or computer programs, whether or not published at government expense, shall contain the following statement:

This project was supported by Cooperative Agreement #2003-HS-WX-K040 by the U.S. Department of Justice Office of Community Oriented Policing Services. Points of view or opinions contained in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice.

7. Recognize COPS External Affairs as the point of contact for the news media on issues relevant to the COPS Office and/or the parameters of this Cooperative Agreement. The Awardee shall refer all news media inquiries on these topics to COPS External Affairs (202.514.9079).

8. If required, submit all surveys, interview protocols, and other information collections to the COPS Office for submission to the Office of Management and Budget (OMB) for clearance under the Paperwork Reduction Act (PWRA) of 1995.

9. Agree to cooperate with the monitor or evaluator if monitoring or an evaluation of this project is to be undertaken by the COPS Office or a third party and, in consultation with the COPS Office, agree to make reasonable adjustments to programs and activities in recognition of significant points of evaluation or feedback and to remedy any violations of the terms and conditions of this award.

10. Provide adequate staff resources to support a high-functioning community of practice, including regular communication with community members and committees, identifying and inviting guest speakers, developing meeting agendas, arranging participant travel and lodging, producing project deliverables.

**C. The Awardee acknowledges that:**

1. If any part of the funded project contains research or statistical activities which involve human subjects that are not covered by an exemption set forth in 28 CFR Section 46.101(b)(1-6), the Awardee must meet the provisions of the Department of Justice's common rule regarding Human Subjects Research Risk Protections, 28 CFR Part 46, prior to the expenditure of Federal funds to perform such activity (ies). The Awardee also agrees to comply with 28 CFR Part 22 regarding the safeguarding of individually identifiable information collected from research participants.

2. If any part of the funded project may have a significant impact on the human environment, the Awardee must comply with 28 CFR Part 61 (Procedures for Implementing the National Environmental Policy Act).

3. Implementation of this award shall be subject to Federal monitoring, auditing, and/or evaluation and/or a Single Audit Act audit (see OMB Circular A-133) and the Awardee agrees to cooperate with such activities by providing access to and copies of, as appropriate, all project-related records, documents and personnel.

4. Failure to comply with the terms and conditions of this award may result in legal sanctions including, but not limited to, suspension and termination of funds, repayment of expended funds, and ineligibility to receive additional COPS funding.

5. A hold may be placed on this award if it is deemed that the Awardee is not in compliance with Federal civil rights laws and/or is not cooperating with an ongoing Federal civil rights investigation.

6. False statements or claims made in connection with COPS awards may result in fines, imprisonment, debarment from participating in Federal grants or contracts, and/or any other remedy available by law to the Federal Government.

**D. Specific Requirements**

At a minimum, the following specific requirements shall be fulfilled by the Awardee during the specified timeframe.

Task 1: Establish and maintain a community of practice of member departments, a project committee, and an advisory committee.

Task 2: Produce two in-person meetings of community of practice members and other invited participants. This includes the identification and invitation of participants, securing meeting facilities, and arranging participant travel and lodging.

Task 3: Provide community of practice members with video conferencing equipment.

Task 4: Produce monthly videoconference meetings of community of practice members and provide a written summary of each discussion.

Task 5: Produce a series of products, including: A CD-ROM compilation of community of practice members internal affairs standards, procedures, and practices and a minimum of three publications on internal affairs related topics.

#### **E. Performance Time Line and Deliverables**

The following is a performance time line for all deliverables and their due dates (based upon an award date of 9/1/2003) which are considered to be significant in the performance of this Cooperative Agreement. Three hard copies and one electronic copy of deliverable items shall be delivered and in accordance with the following schedule:

<u><b>Deliverables</b></u>	<u><b>Date</b></u>
• Compilation CD-ROM of community of practice members existing standards, Procedures, and practices for discussion	November 1, 2005
• 3 or more publications on internal affairs	August 31, 2007
• Executive Session I	December 1, 2005
• Compilation CD-ROM of best practices, standards, procedures, and practices for dissemination to broader audience	April 4, 2006
• Executive Session II	June 1, 2007
• Summary of each video conference discussion	Within seven days of each discussion
• Progress reports (semi-annual)	November 31, 2005, May 31, 2006, November 31, 2006, May 31, 2007
• Final Project Report	Within 30 days following the Award end date

All deliverable items shall be furnished to the following:

Albert Antony Pearsall, III  
Senior Policy Analyst  
U.S. Department of Justice  
Office of Community Oriented Policing Services  
1100 Vermont Avenue, NW  
Washington, DC 20530

## **F. Financial Status Reports**

The Awardee will provide quarterly reports of project activity and expenditures. Specifically, the Awardee will submit quarterly financial status reports on the standard government form (form number SF-269A). The COPS Office should receive these within 45 days of the end of each of the following quarters (January 1-March 31 / April 1-June 30 / July 1-September 30 / October 1-December 31). The Awardee will submit a final SF-269A form. Effective October 1, 2004, grantees may submit their SF-269A via the Internet at: [www.grants.ojp.usdoj.gov](http://www.grants.ojp.usdoj.gov).

## **IV. Period of Performance**

The period of performance of this Cooperative Agreement is 48 months from the Cooperative Agreement Award Start Date (award period 9/1/2003 to 8/31/2007 ).

## **V. Financial Administration**

A. **Funding:** The total not-to-exceed amount of Federal funding to be provided under this Cooperative Agreement is \$414,000 as specified in the official budget clearance memo that accompanies this document.

B. **Travel:** All travel plans related to the Cooperative Agreement and to the development of the deliverables should be submitted to the Program Manager for review by the COPS Office.

1. If the Awardee is subject to Circular A-21 Cost Principles for Educational Institutions; Circular A-87 Cost Principles for State, Local and Indian Tribal Governments; or Circular A-122 Cost Principles for Non-Profit Organizations, then travel costs that are incurred directly by the Awardee will be reimbursed based upon the Awardee's written institutional travel policy if the costs are reasonable and allocable to the project. In the absence of an acceptable institutional travel policy, allowable per diem travel costs for lodging, meals and incidentals will be reimbursed based on the established GSA per diem rates for the relevant geographic area. Allowable airfare travel costs will be reimbursed based upon the lowest discount commercial airfare, the Federal Government contract airfare, if authorized and available, or standard coach airfare.

If the Awardee is subject to FAR-31.2 Cost Principles for Commercial Organizations, then travel costs that are incurred directly by the Awardee will be reimbursed if the costs are reasonable and allowable under the project. Travel costs for lodging, meals and incidental expenses may be reimbursed based on per diem, actual expenses or a combination of these methods, as long as the reimbursement rate does not exceed established GSA per diem rates as set forth in the Federal Travel Regulation. Transportation costs may be reimbursed based on mileage rates, actual costs incurred, or on a combination of these methods. Allowable airfare travel costs will be reimbursed based upon standard coach fare, unless otherwise authorized in advance by the COPS Office.

2. If the Awardee is subject to Circular A-21 Cost Principles for Educational Institutions; Circular A-87 Cost Principles for State, Local and Indian Tribal Governments; or Circular A-122 Cost Principles for Non-Profit Organizations, then travel costs that are incurred for project-related non-grantee travel will be reimbursed based upon the Awardee's written institutional travel policy (if available) and if the costs are reasonable and allocable. In the absence of an acceptable and available institutional travel policy, allowable per diem travel costs for lodging, meals and incidentals will be reimbursed based on the established GSA per diem rates for the relevant geographic area, unless otherwise authorized in advance by the COPS Office. Allowable airfare travel costs will be reimbursed based upon the lowest discount commercial airfare, the Federal

Government contract airfare, if authorized and available, or standard coach airfare, unless otherwise authorized in advance by the COPS Office.

C. Consulting Rates: Special authorization must be obtained from the COPS Office for daily consultant rates higher than \$450. Authorization requires submitting a detailed written justification of the consultant rate to the Program Manager. Specific and detailed written justification for each additional consultant must be submitted to and approved by the COPS Office prior to obligation or expenditure of such funds.

D. Project Budget: The approved project budget, dated 3/22/2005, is incorporated herein and made a part of this Cooperative Agreement. Movement of dollars between approved budget categories is allowed up to 10 percent (10%) of the total award amount as last approved by the COPS Office, providing there is no change in project scope. When the cumulative changes exceed 10 percent (10%) of the total award amount or change the scope of the project, prior approval from the COPS Office is required. The Awardee must promptly notify the COPS Office in writing of events or proposed changes in excess of 10% of the total award amount and must obtain written approval from the COPS Office for the changes before incurring the proposed costs. In requesting an adjustment, the Awardee will set forth the reasons and the basis for the proposed change and any other information deemed helpful for review by the COPS Office.

E. Payment: All costs claimed for reimbursement, and payment, including the final payment, shall be submitted via the PAPRS or LOCES systems, subject to availability.

F. No-Cost Extensions of Time: Awardee must provide a reasonable justification for delays in implementing this Cooperative Agreement to be granted a no-cost extension. A request for an extension of the grant award period to receive additional time to implement the funded program is at the discretion of the COPS Office. Such extensions do not provide additional funding.

G. Employment: Awardee acknowledges that nothing in this Cooperative Agreement shall be construed to create an employment relationship with the COPS Office or with the Federal government or to require provision of any benefits incident to employment.

## **VI. Project Officer(s)**

### **A. COPS Office**

Albert Antony Pearsall, III  
COPS Office  
U.S. Department of Justice  
1100 Vermont Avenue, NW  
Washington, DC 20530  
202/616-3298  
[albert.pearsall@usdoj.gov](mailto:albert.pearsall@usdoj.gov)

### **B. Awardee**

Deputy Chief Michael Berkow  
304 S. Broadway, Suite 200  
Los Angeles, CA 90013  
213-473-6672  
[berkowm@lapd.lacity.org](mailto:berkowm@lapd.lacity.org)



## VII. General Provisions

The Awardee of record must follow all requirements imposed by the Department of Justice as an award term, condition or administrative requirement of the grant, including but not limited to: the Assurances and Certifications; the COPS statute (42 U.S.C. §3796dd); OMB Circulars A-87, A-21, A-122 or the Federal Acquisition Regulations, as applicable (governing cost principles); OMB Circulars A-102 (28 C.F.R. Part 66) or A-110 (28 C.F.R. Part 70), as applicable (Uniform Administrative Requirements for Grants and Cooperative Agreements); OMB Circulars A-133 (governing audits); the current edition of the COPS Grant Monitoring Standards and Guidelines; and with all other applicable program requirements, laws, orders, regulations, or circulars.

## VIII. Modifications

The designated COPS and Awardee project officers (under section VI (A) and VI (B)) for their respective organizations shall have the authority to propose and approve any modifications to this Cooperative Agreement. Modifications to this Cooperative Agreement may be proposed at any time during the period of performance by either party, and shall become effective upon approval by both parties.

IN WITNESS THEREOF, the parties hereto have caused this Cooperative Agreement to be executed as of the date therein written.

Signature(s):



Carl R. Peed, Director  
Office of Community Oriented Policing Services

Date: 6/27/05

*Signature of the Law Enforcement Executive/Program Official with the authority to accept this grant award:*

\_\_\_\_\_  
Chief William J. Bratton

Date:

*Signature of the Government Executive/Financial Official with the authority to accept this grant award:*

\_\_\_\_\_  
Mayor Antonio R. Villaraigosa

Date:



U. S. Department of Justice  
Community Oriented Policing Services

Program, Policy Support and Evaluation (PPSE)  
Police Integrity

1100 Vermont Avenue, NW  
Washington, DC 20530

Memorandum

To: William J. Bratton, Chief  
Los Angeles, City of

From: Pam Cammarata, Deputy Director, Program Policy Support & Evaluation  
Matthew Scheider, Project Manager, Program Policy Support & Evaluation  
Kim Smith, Staff Accountant, Finance Division *K Smith*

Re: Internal Affairs Network Financial Clearance Memo  
A financial analysis of budgeted costs has been completed. Costs under this award appear reasonable, allowable, and consistent with existing guidelines. Exceptions / Adjustments are noted below.

Vendor # 956000735

ORI #: CA01942

Grant #: 2003HSWXK040

<u>Budget Category</u>	<u>Proposed Budget</u>	<u>Approved Budget</u>	<u>Adjustments</u>	<u>Disallowed Reasons/Comments</u>
Travel	\$90,600.00	\$90,600.00	\$0.00	
Equipment	\$228,156.00	\$228,156.00	\$0.00	
Supplies	\$16,844.00	\$16,844.00	\$0.00	
Consultants/Contractors	\$29,400.00	\$29,400.00	\$0.00	
Other	\$49,000.00	\$49,000.00	\$0.00	
Direct Costs:	\$414,000.00	\$414,000.00	\$0.00	
Indirect Costs:	\$0.00	\$0.00	\$0.00	
Grand Total	\$414,000.00	\$414,000.00	\$0.00	
Grand Total:	Federal Share:	\$ 414,000.00		
	Applicant Share:	\$ 0.00		

Cleared Date: 3/22/2005

Overall Comments:

Prior to the obligation, expenditure, or drawdown of grant funds for independent consultant fees in excess of \$450 per day, approval must be obtained from the COPS office.