

REPORT FROM

OFFICE OF THE CITY ADMINISTRATIVE OFFICER

Date: December 10, 2015

CAO File No. 0150-10555-0000
Council File No. 13-1243, 15-0479,
15-0866, 15-0218-S4,
15-0218-S3, and
15-0479-S1
Council District: --

To: The Mayor
The Council

From: Miguel A. Santana, City Administrative Officer 

Reference: Board of Police Commissioners Transmittal dated November 17, 2015; referred for report November 23, 2015.

Subject: **REQUEST FOR AUTHORITY TO CONTRACT, APPROPRIATE FUNDS, ACCEPT UNITED STATES DEPARTMENT OF JUSTICE GRANT FUNDS, AND TRAVEL TO ARIZONA RELATIVE TO THE DEPLOYMENT OF BODY-WORN VIDEO CAMERAS, CONDUCTED ELECTRICAL WEAPONS, AND CELLULAR PHONES BY THE LOS ANGELES POLICE DEPARTMENT**

SUMMARY

To complete the deployment of Body-Worn Video Cameras (BWVCs) to 7,000 field Officers, the Los Angeles Police Department (LAPD) requests: 1) Authority to negotiate and execute a five-year contract with Taser International, Inc. (Taser) in the amount of \$31.19 million for related equipment and services (Attachment A); 2) Transfer of \$4.55 million from the Unappropriated Balance to the LAPD, the Department of General Services (GSD), and the Information Technology Agency (ITA); 3) Reappropriation of \$500,000 from Fiscal Year 2014-15 Contractual Services funding to the LAPD; 4) Retroactive authority to apply for and accept a \$1.0 million grant from the United States Department of Justice, Bureau of Justice Assistance for the 2015 Body-Worn Camera Policy and Implementation Program Grant for the period of October 1, 2015 through September 30, 2017 (Attachment B); 5) Appropriation of \$479,736 from the Forfeited Assets Trust Fund for the remaining expenses of the project; and, 6) Exemption from the suspension of City travel to the State of Arizona due to Arizona State Law (SB1070 and HB 2162), enabling LAPD personnel to attend trainings and conferences hosted by Taser.

BACKGROUND

The Chief of Police first directed the LAPD's Tactical Technology Section to research and evaluate BWVC technology in late 2010, but none of the technology then available provided a solution that addressed all of the various technical and operational issues involved in deploying BWVCs: Compact form factor, battery life, reasonable costs, inclusion of a video transfer mechanism, storage, and the need for advanced video management software. The solution would also need to ensure that video could not be altered, the chain of custody for video evidence

would be protected, and audit logs would be generated. The Department continued to monitor advancements in BWVC technology for the next several years to determine if any vendor could provide all of these critical factors in a single solution.

On January 15, 2014, Council adopted a Motion (Englander – Buscaino) relative to the LAPD conducting a proof of concept study to field test BWVCs (C.F. 13-1243). Only two vendors met the Department's requirements at that time for a complete BWVC solution. Some vendors offered to build a solution for the Department; however, only those solutions that existed at the time and were in use by other agencies were tested. The two vendors with such systems were Taser and Coban Technologies. These systems were field tested over a six month period. Concurrently, approximately \$1.3 million in private funds were raised for the purchase of BWVC equipment while the Los Angeles Police Foundation (Foundation) raised an additional \$250,000. In November 2014, the Department reported to the Board of Police Commissioners (the Commission) that based on the completed field testing, it recommended using the donated funds to purchase the BWVC solution from Taser. The Commission approved the recommendation and requested that the Department work with the Los Angeles Police Protective League through the meet and confer process to develop a BWVC policy. The Foundation purchased 860 BWVCs and two years of licensing, maintenance, and video storage services from Taser; additionally, Taser provided 860 Conducted Electrical Weapons (CEWs), commonly known as "TASERS", as part of the agreement with the Foundation.

In December 2014, the Mayor and Chief of Police announced that the BWVC project would be expanded to include the issuance of BWVCs to 7,000 Officers deployed in significant field work assignments except undercover Officers and Detectives. On April 28, 2015, the LAPD issued Special Order No. 12 to establish the procedures for the use and deployment of BWVCs (Attachment C). In August and September 2015, the 860 donated BWVCs were deployed to three LAPD Divisions and three specialized units: Mission Division, Newton Division, Central Traffic Division, Central Area Safer Cities Initiative, Central Area Eastside Detail, and the Central Area LA Live Detail. Attachment D identifies the order and timing of these and future BWVC deployments for all Area Stations and specialized divisions. As of November 2015, a total of 64,108 videos have been recorded, totaling 11,954 hours of captured video for an average of 903 videos per day.

Taser Contract

On September 29, 2015, Kern County, California awarded a contract to Taser International, Inc. for the procurement of BWVCs, warranties/services, and CEWs based on the Contractor's winning bid in a competitive procurement process. The City Attorney has determined that the LAPD may "piggyback" on the Kern County process in lieu of conducting its own procurement for a BWVC and CEW vendor. Therefore, the Department now requests authority to negotiate and execute a five-year contract with Taser (Attachment A) for a total cost of \$31,194,844 with annual payments as indicated in Attachment E, including \$2.22 million in 2015-16. Future costs of the contract will be addressed through the annual budget process. It should be noted that Section 7.0 of the contract includes Discount Terms for Most Favored Customer status by which the contractor is obligated to reduce its fees if another United States city, county, or municipality receives better pricing than the City has negotiated.

The contract specifies the following terms:

- Purchase of 6,140 BWVCs, including a five-year warranty and the replacement/upgrade of BWVCs twice during the contract term at Year Two and one-half and Year Five. This includes replacement of the 860 BWVCs donated by the Foundation for a total of 7,000 BWVCs;
- Unlimited video storage in Evidence.com, the Contractor's hosted storage solution;
- Retrieval and viewing of video data through Taser's video management system. Online access will also be provided to the City Attorney and District Attorney;
- Up to 300 terabytes (TB) of storage for non-video digital evidence (e.g., still photos and audio recordings) of which 140 TBs are guaranteed in the agreement and 160 TBs are conditional upon execution of the agreement by December 30, 2015;
- Purchase of 1,025 docking stations to upload video data and perform technical functions such as camera charging, updating firmware, and synching the date/time of the camera. Note that each docking station can accommodate six BWVCs; and,
- Support, licensing, warranty, and maintenance of the system and equipment for five years.

It should be noted that in Fiscal Year 2014-15, the City executed a contract with Taser International to purchase 2,270 CEWs through a five-year installment plan (C.F. 14-0600-S252). In addition, the Foundation purchased and donated 860 CEWs that were included in the purchase of the 860 BWVCs from Taser. Given the tactical and safety advantages of having these non-lethal weapons available to all field Officers, the Department has negotiated with the Contractor to include 4,400 additional CEWs under this contract. This will allow for the issuance of a CEW to all field Officers. Related equipment such as battery packs/cartridges and an extended five-year warranty will also be included.

Taser International will also host various trainings and conferences related to BWVCs and CEWs at its offices in Arizona. To allow for Department personnel to attend these events, an exemption from the suspension of all City travel to Arizona due to Arizona State law (SB 1070 and HB 2162) is recommended in order to conduct City business (C.F. 10-0002-S36).

Connected Officer Program

The Connected Officer Program (COP) will deploy a cell phone with each Officer as BWVCs are deployed over the next year for a total cost of \$22.85 million, including phones, data plans, and NetMotion Security Licenses. Though Taser offers a mobile device compatible with the BWVCs, the City's contract with Sprint, Inc. offers better pricing for the devices, voice, and data plans. The Connected Officer Program will allow officers to:

- Review and categorize recorded video in the field rather than having to return to their Area Stations to perform these tasks. Categorizing video involves tagging relevant segments of recorded video with information such as felony arrest, misdemeanor arrest, or citation data, enabling it to be easily searched in the Evidence.com database;
- Record and upload non-video data to Evidence.com such as photographs and audio clips.
- Eliminate paper/manual processes. For example, the Field Interview (FI) card will be replaced with an electronic FI (eFI) mobile app, reducing the time it takes an Officer to

complete the FI and enabling the data to be immediately available to others in the Department);

- Access various departmental resources in the field such as the Department Manual and checklists for handling highly specialized crime investigations;
- A secure virtual private network (NetMotion) from the phone to the LAPD network to allow sensitive data to be transmitted across the cellular network to the phone. This will enable Officers to obtain criminal histories and Department of Motor Vehicles data from their mobile device. This is particularly advantageous to Officers who do not have mobile data computers (e.g., Bike and Motor Officers); and,
- Provide enhanced service to the community (e.g., the ability to provide a community member with information on the closest necessary resource, such as a shelter or faith-based organization).

The phones will also provide regular cellular call services enabling Officers to contact their Area Stations, provide a direct contact number for the public to reach Officers, and to perform other routine law enforcement duties.

BWVC Infrastructure

To accommodate electrical power requirements for charging BWVCs and for data lines/equipment necessary to upload recorded video to Evidence.com, each Area Station will require construction and installation services provided through the Department of General Services (GSD), the Information Technology Agency (ITA), and/or their contractors. It is anticipated that this work will be completed by June 2016 at a cost of approximately \$3.86 million; Attachment E identifies these costs while Attachment D provides the order and timing of the work to be performed at each Area Station and in specialized Divisions.

Pursuant to City Charter Section 1001(b)(2), the Council authorized the exemption of two GSD positions (one Construction and Maintenance Supervisor II and one Senior Electrician) to manage the construction work for the project (C.F. 15-0866). Funding for these positions is recommended through the end of 2015-16 (\$303,738). In addition, funding is also recommended for GSD Hiring Hall Construction and Benefits (\$827,074) and Construction Materials and Supplies (\$823,527). It should be noted that Attachment E reflects the full cost of GSD project expenses (\$2.13 million); whereas this report recommends appropriations to GSD totaling \$1.95 million. This difference reflects \$177,375 in transfers between GSD and LAPD in the Second Financial Status Report (C.F. 15-0600-S90) and through an Inter-Departmental transfer approved by the Mayor to ensure BWVC project work at the Olympic, Harbor, and Hollenbeck Area stations proceeded on schedule.

Relative to the networking equipment and installation costs of the project, this work will be performed primarily by ITA contractors which the Police Department will manage through a Project Manager Consultant. The Department has found that this approach promises the best results and will ensure the project is completed by December 2016. The Police Department will absorb the cost of the consultant (\$250,000) by delaying various systems support expenditures until next fiscal year. Other network related costs of the project include \$1.38 million for equipment, supplies, support, and the installation of conduit, cabling, and switches. Funding for ITA Communications Services expenses (\$31,052) is provided in addition to funding transferred

between the Police Department and the ITA through the Second Financial Status Report (\$62,022) for the same account (C.F. 15-0600-S90).

BWVC Project Staffing

To facilitate the deployment of BWVCs and to provide ongoing support to the field after deployment is complete, the Department will create a Patrol Video Unit (PVU) within the Information Technology Bureau, Tactical Technology Section (TTS). The PVU will be responsible for: 1) Training officers being assigned BWVCs; 2) Serving as the Help Desk when users in the field need assistance and in solving system issues; 3) Providing technical assistance to investigators during use of force, personnel complaint, vehicle pursuit, and administrative investigations; 4) Deploying on-scene after officer-involved shootings (OIS) to provide subject matter expertise for the specialized upload and review process that follows an OIS (See LAPD 2015 Special Order 12 Attachment C); and, 5) Serving as subject matter experts during administrative hearings and presenting expert testimony on the BWVC system in criminal and civil court. The PVU will also provide the same services for the Department-wide deployment of the Digital In-Car Video system.

The Department requests six additional sworn position authorities for the PVU, including one Sergeant II, three Police Officer IIIs, and two Police Officer IIs. The Department has determined subsequent to the issuance of its report that it will absorb the cost of the positions within budgeted funds, therefore no additional funding for the PVU is needed at this time. It should be noted that the Department anticipates requesting an additional 122 position authorities for the BWVC project in a pending interim budget request and through the 2016-17 Budget; the additional positions would focus on the investigative aspects of BWVCs in use of force and personnel complaint investigations as well as system audits and inspections. The chart below identifies the positions being requested for the PVU as well as the subsequent budget requests and the current vacancies in each position class.

Position Class	Initial Positions for PVU	Subsequent Position Requests	Total Position Requests	Current Vacancies
Sworn Positions				
Lieutenant II	-	1	1	-
Detective II	-	23	23	108
Sergeant II	1	24	25	53
Sergeant I	-	28	28	-
Police Officer III	3	40	43	167
Police Officer II	2	2	4	255
Total	6	118	124	583
Civilian Positions				
Investigators	-	3	3	-
Senior Clerk Typist	-	1	1	32
Total	0	4	4	32
Grand Total	6	122	128	615

Given the available vacancies in the position classes needed to implement the PVU, no additional positions are recommended at this time. However, the Department will need to reassign the positions necessary to staff the PVU to the TTS Section in order for this workload to be efficiently managed. The other position requests are provided for informational purposes; consideration of the positions may be deferred until the Department's interim budget request is released and/or during the 2016-17 Budget process.

BWVC Project Costs

The 2015-16 Adopted Budget included \$4.55 million in the Unappropriated Balance to partially fund the BWVC project. Subsequently, the United States Department of Justice notified the LAPD that it was awarding the Department \$1.0 million of 2015 Body-Worn Camera Policy and Implementation Program grant funding for the purchase of BWVCs; the grant agreement is provided as Attachment B and requires a 50-percent match of \$500,000 which will be met from the expenditure of General Funds for the project. Attachment E provides the five-year projection of costs for the BWVC project (\$57.64 million). These costs consist of \$31.19 million for the contract with Taser, \$22.17 million for cellular phones, data plans, and NetMotion Security Licenses, and \$4.27 million for networking equipment, construction and installation of networking equipment, City staff salaries, and project management services. The total cost for the current Fiscal Year is approximately \$8.02 million. Given the \$4.55 million available in the Unappropriated Balance and grant funding, the unfunded 2015-16 FY expenses for the project are approximately \$2.51 million. The Police Department has identified savings within its budget that will solve \$2.03 million of this shortfall, consisting of approximately \$1.53 million in current year savings and \$500,000 from Fiscal Year 2014-15 Contractual Services funding that may be reappropriated to FY 2015-16. The remaining funding needed in the current year will be provided from the Forfeited Assets Trust Fund (\$479,736). Costs for future years will be addressed through the annual budget process.

FISCAL IMPACT STATEMENT

Approval of the recommendations in this report will authorize approximately \$8.02 million in current year expenditures and obligate the City to approximately \$49.6 million in unbudgeted, future expenses for a total of approximately \$57.64 over five years. This report recommends the use of the following funds for current year expenses: 1) Budgeted funds within the Los Angeles Police Department budget (\$1.53 million) and the Unappropriated Balance (\$4.55 million); 2) Reappropriated Fiscal Year 2014-15 Contractual Services funding (\$500,000); 3) Federal grant funds in the amount of \$956,264; and, 4) Forfeited Assets Trust Fund revenue (\$479,736). Future obligations will be addressed through the annual budgeting process. These recommendations comply with the City's Financial Policies inasmuch as one-time revenue is being used for one-time expenses.

RECOMMENDATIONS

That the Council, subject to the approval of the Mayor:

1. Authorize the Chief of Police, or designee, to:

- A) Negotiate and execute a five-year Agreement between the City of Los Angeles and Taser International Inc., in a substantially similar form to the proposed Agreement provided as Attachment A, to purchase equipment for the Body-Worn Video Camera Project, 4,400 Conducted Electrical Weapons, and related equipment and services in the amount of \$31,194,844, subject to the approval of the City Attorney as to form.

2. Authorize the Chief of Police, or designee, to:

- A) Accept the grant award of \$1,000,000 from the United States Department of Justice, Bureau of Justice Assistance for 2015 Body-Worn Video Camera Policy and Implementation Program Grant for the period of October 1, 2015, to September 30, 2017;
- B) Negotiate and execute the grant agreement for the period of October 1, 2015 through September 30, 2017, subject to the review of the City Attorney as to form.

3. Authorize the Los Angeles Police Department (LAPD) to:

- A) Submit grant reimbursement requests to the grantor and deposit the grant receipts in Fund No. 339, Department No. 70;
- B) Spend up to the total grant amount of \$1.0 million in accordance with the grant award agreement;

4. Authorize the Controller to:

- A) Transfer \$310,000 within the Police Department Fund 100/70 as follows:

From:	<u>Fund/Dept</u>	<u>Account No.</u>	<u>Account Name</u>	<u>Amount</u>
	100/70	002120	Printing and Binding	\$100,000
	100/70	003310	Transportation Expense	60,000
	100/70	004440	Reserve Officer Expense	150,000
			Total	\$310,000
To:	100/70	006010	Office and Admin. Expenses	\$310,000

- B) Transfer \$4,550,000 from the Unappropriated Balance Fund No. 100/58, account 580202, Body-Worn Video Cameras, and appropriate to the LAPD, Department of General Services, and Information Technology Agency as follows:

<u>Fund/Dept</u>	<u>Account No.</u>	<u>Account Name</u>	<u>Amount</u>
100/70	003040	Contractual Services	\$2,022,103
100/70	007300	Furniture, Office, and Technical Equipment	542,506
		Subtotal	\$2,564,609
100/40	001014	Salaries, Construction	\$303,738
100/40	001101	Hiring Hall Construction	508,704
100/40	001121	Benefits Hiring Hall Construction	318,370
100/40	003180	Construction Materials and Supplies	823,527
		Subtotal	\$1,954,339
100/32	009350	Communications Services	\$31,052
		Total	\$4,550,000

C) Establish and appropriate \$479,736 within the U.S. Department of Justice Asset Forfeiture Fund 44D, Department 70, account Number to be determined.

D) Establish a grant receivable and appropriate \$1,000,000 to appropriation account, account number to be determined, within Fund No. 339, Department No. 70, for the receipt and disbursement of Body-Worn Camera and Policy Implementation Program grant funds;

5. Instruct the Police Department to disencumber \$500,000 from the Fiscal Year 2014-15 General Fund Contractual Services Account, Fund 100, Department 70, Account No. 003040.
6. Instruct the Controller to revert the disencumbered total amount of \$500,000 to the Reserve Fund, transfer \$500,000 from the Unappropriated Balance, and appropriate therefrom to the Fiscal Year 2015-16 General Fund Contractual Services Account, Fund 100, Department 70, Account No. 003040.
7. Exempt LAPD personnel from the suspension of "all City travel to the State of Arizona to conduct City business" (C.F. 10-0002-S36) in order to attend training and conferences hosted by Taser International, Inc. (Taser) relative to On-Body Video and/or Conducted Electrical Weapons.
8. Authorize the LAPD to prepare Controller's instructions for any necessary technical adjustments, subject to the approval of the City Administrative Officer, and authorize the Controller to implement the instructions.

MAS:TJM:04160051c

Attachments

PROFESSIONAL SERVICES AGREEMENT

CONTRACTOR: TASER INTERNATIONAL, INC.

**TITLE: BODY WORN VIDEO AND CONDUCTED ELECTRICAL
WEAPONS FOR THE LOS ANGELES POLICE DEPARTMENT**

CITY CONTRACT No. _____

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ATTACHMENTS:

- Attachment A – Standard Provisions For City Contracts (rev. 03/09)
- Attachment B – Equipment and Payment Schedule
- Attachment C – TASER's Professional Services Agreement
- Attachment D – EVIDENCE.com Master License Agreement
- Attachment E – TASER Assurance Plan Terms and Conditions
- Attachment F – TASER's Direct Sales Terms and Conditions
- Attachment G – TASER's Hardware Warranty, Limitation and Release for Law Enforcement CEW Products and On-Officer Cameras
- Attachment H – Grant Terms
- Attachment I – Certification Regarding Lobbying
- Attachment J – Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- Attachment K – Certification Regarding Drug-Free Workplace Act Requirements
- Attachment L – Sample Project Change Authorization Form

AGREEMENT No. _____
BETWEEN
THE CITY OF LOS ANGELES
AND
TASER INTERNATIONAL, INC.

THIS AGREEMENT is made and entered into by and between the City of Los Angeles, a municipal corporation, hereinafter called "City", acting by and through the Los Angeles Police Department, hereinafter called "Department" or "LAPD", and TASER International, Inc., a Delaware Corporation, hereinafter called "Contractor."

RECITALS

WHEREAS, LAPD has a desire to utilize body worn video and Conducted Electrical Weapons (CEW); and

WHEREAS, Contractor has an existing agreement with Kern County, California; and

WHEREAS, it is in the City's best interest to take advantage of the Kern County procurement process to the extent that it is relevant to the LAPD's requirements; and

WHEREAS, the LAPD was awarded a grant for the FY 15 Body-Worn Camera Policy and Implementation Program from the Bureau of Justice Assistance ("BJA" or the "Grantor") in the amount of \$1,000,000 (the "Grant"), of which, \$965,624 is allocated to purchase licenses and equipment pertaining to body-worn cameras, such grant having been duly accepted and the execution of this Agreement using Grant funds having been duly authorized by the Los Angeles City Council (C.F. #_____, DATE: _____); and

WHEREAS, the services to be provided herein are of a professional, expert, temporary, and occasional nature.

NOW, THEREFORE, in consideration of the above promises and of the terms, covenants and considerations set forth herein, the parties do agree as follows:

SECTION 1 INTRODUCTION

1.1 Parties to the Agreement

The parties to this Agreement are:

- A. 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. Contractor, TASER International, Inc., a Delaware corporation, having its principal office at 17800 North 85th Street, Scottsdale, Arizona 85255.

1.2 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:
- B. The representative of the City shall be, unless otherwise stated in the Agreement:

Charlie Beck, Chief of Police
Los Angeles Police Department
100 West First Street, 10th Floor
Los Angeles, CA 90012

With copies to:

Maggie Goodrich, Commanding Officer
Information Technology Bureau
Los Angeles Police Department
100 West First Street, Suite 842
Los Angeles, CA 90012
(213) 486-0370

The representatives of Contractor shall be:

Douglas E. Klint
17800 N 85th Street
Scottsdale, AZ 85255
800-978-2737
legal@taser.com

And:

Sales Operations Department
17800 N 85th Street
Scottsdale, AZ 85255
800-978-2737
contracts@taser.com

- C. Formal notices, demands and communications to be given hereunder by either party must 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.
- D. If the name of the person designated to receive the notices, demands or communications or the address of such person is changed, written notice must be given, in accord with this section, within five (5) working days of said change.

SECTION 2

TERM OF AGREEMENT AND SERVICES TO BE PROVIDED

2.1 Term of Agreement

The term of this Agreement will commence upon execution by all parties (hereinafter referred to as "Effective Date") and will terminate five (5) years thereafter unless terminated earlier as provided in Section 8.0 of this Agreement (hereinafter referred to as "Initial Term"). At the discretion of the LAPD, the Chief of Police may extend the term of this Agreement for one additional five-year period (hereinafter "Renewal Term") subject to availability of funds, and satisfactory performance by the Contractor.

2.2 Statement of Work to be Performed

- A. During the term of this Agreement, Contractor shall provide the Services, implement the tasks, and provide the Deliverables identified herein and in Attachment C, TASER's Professional Services Agreement and Attachment B, Equipment and Payment Schedule.
- B. All work, tasks, and Deliverables are subject to City approval in accordance with the SOW. Failure to receive approval may result in the withholding of compensation for such Deliverable(s) pursuant to Section 5, Compensation and Method of Payment, of this Agreement.
- C. Notwithstanding any other provision of this Agreement, the Contractor shall perform such other work and deliver such other items within the scope of

Services as are necessary to ensure that the deliverables provided under this Agreement meet the requirements set forth in this Agreement, and all Attachments.

- D. In the event that City requires Services in addition to those specified in this Agreement, Contractor agrees to provide such services in accordance with Section 9, Amendments and Change Requests, of this Agreement. Prior to performance of additional work, this Agreement will be amended or a Project Change Authorization order issued, whichever is appropriate, to include the additional work and payment therefor.
- E. Contractor's performance of the work under this Agreement must not interfere unnecessarily with the operation of LAPD or any other City department. If City, as a result of its own operations, delays, disrupts, or otherwise interferes with and materially affects Contractor's performance hereunder, adjustments will be determined by mutual agreement of the parties and may be accomplished by a Project Change Authorization order executed in accordance with Section 9, Amendments and Change Requests, of this Agreement. Contractor shall notify City immediately if delays, regardless of the cause, begin to put the implementation schedule in jeopardy.

SECTION 3 PERSONNEL

3.1 Key Personnel

- A. Project Manager
Contractor shall assign a project manager with full authority to administer the Agreement for Contractor.
- B. Staff Size
The size of the staff employed by Contractor in the performance of the Services must be kept consistent with Section 2.2, Statement of Work to be Performed.

3.2 Subcontractors

- A. Subcontracts/Joint Participation Agreements
With prior written approval of Department, Contractor may enter into subcontracts with other vendors for the performance of portions of this Agreement. Contractor shall at all times be responsible for the acts and errors or omissions of its subcontractors in the performance of this Agreement. Nothing in this Agreement shall constitute any contractual relationship between any subcontractors and Department or any obligation on

the part of Department to pay, or to be responsible for the payment of, any sums to any subcontractors.

B. Provisions Bind on Subcontracts

The provisions of this Agreement, which by their nature are required to be imposed upon subcontractors, shall apply to all subcontractors in the same manner as to Contractor. In particular, Department will not pay, even indirectly, the fees and expenses of a subcontractor that do not conform to the terms of this Agreement.

3.3 Reference Checks

To the extent permitted by applicable law, the City may conduct reference checks at its expense on the Contractor, its employees, designated replacement employees, agents, and subcontractors who will have, or may have, access to City information and data during performance of this Agreement. The Contractor recognizes the highly sensitive nature of such information and data and agrees to cooperate with the City and provide, to the extent permitted by applicable law, whatever information the City requires in order to conduct reference checks. The City may request changes to Contractor personnel pursuant to Section 3.2 of this Agreement in response to reference check information, and the Contractor will accommodate such request for personnel changes. Both parties agree to keep the results of any reference checks confidential in accordance with the provisions of Section 11, as permitted by applicable law.

**SECTION 4
ACCESS TO CITY FACILITIES**

4.1 Access To City Facilities

- A. City shall provide Contractor access to City facilities and personnel during City business hours. City generally recognizes all State of California and National holidays.
- B. In instances where Contractor requires access to City facilities and personnel during off-hours, Contractor shall provide City with forty-eight (48) hours notice prior to each requested access. Each such request shall be subject to approval by City.
- C. Subject to availability and the discretion of City, City will provide the following for the Contractor project team while the Contractor project team is working on City premises:
 - 1. Suitable office space, office supplies, furniture, telephone and other facilities.

- D. If City makes software, hardware, networks or other resources available to Contractor, City is responsible for obtaining any licenses or approvals related to such resources that may be necessary for Contractor or its subcontractors to perform the Services, including the development of any Deliverables. Contractor will be relieved of its obligations to the extent City's failure to promptly obtain such licenses or approvals adversely affect Contractor's ability to perform its obligations.

SECTION 5 COMPENSATION AND METHOD OF PAYMENT

5.1 Compensation and Method of Payment

- A. City shall pay to Contractor as compensation for complete and satisfactory performance of the terms of this Agreement, an amount not to exceed Thirty-One Million One Hundred Ninety-Four Thousand Eight Hundred Forty-Four Dollars (\$31,194,844.00), including state and local taxes. The total compensation shall be comprised of \$965,624 of FY 15 Body-Worn Camera Policy and Implementation Program from the Bureau of Justice Assistance grant funds (Grant Funds) and (\$30,229,220) of City of Los Angeles general funds or other funding sources. Equipment identified in Attachment B, Equipment and Payment Schedule, Sections 2 and 6 shall be payable from Grant Funds. The foregoing payment represents the total compensation to be paid by City to Contractor for equipment and services to be performed as designated in this Agreement.
- B. Contractor hereby acknowledges that the Services are funded by federal grant funds, and, notwithstanding anything to the contrary in this Agreement or any agreements that are set forth as Attachments to this agreement, Contractor hereby agrees to comply with the terms and provisions set forth in Exhibit H attached hereto and made a part hereof.
- C. It is understood that City makes no commitment to fund this Agreement beyond the terms set herein. City's obligation to make payments under this Agreement shall be limited to the current appropriation(s) for that purpose. At the time of execution of this Agreement, the total appropriation(s) for this Agreement, and City's obligations hereunder, is limited to the amount stated in Section 5.1(A). If City appropriates additional funds for this Agreement, City's payment obligations may be expanded to the extent of such appropriation(s), subject to the terms and conditions of the Agreement, and an amendment implementing that change shall be executed by the parties. Contractor shall not provide any Services, goods or equipment, and City shall not pay for any Services,

goods or equipment provided in excess of the funds appropriated by City for this Agreement.

- D. The prices reflected in Attachment B, Equipment and Payment Schedule, include any applicable discounts.

5.2 Invoices

- A. A statement detailing the deliverable completed must accompany each invoice. Funds shall not be released until City has accepted and approved the equipment or services (Deliverable(s)) received according to Attachment C, TASER's Professional Services Agreement and according to the procedures in this Section. The payments to Contractor shall thereafter be made upon submission of detailed invoices as follows:

1. An original invoice, on Contractor's letterhead and signed by the Project Manager and/or Fiscal Manager for Contractor shall be delivered to the authorized representative for City within fifteen (15) calendar days after acceptance of each Deliverable listed in Attachment B, Equipment and Payment Schedule. Contractor must include the following information on each invoice:

Date of invoice

Invoice number

Agreement number

Date and description of equipment and services provided

Amount of invoice

Taxes

2. Invoices will be submitted in accordance with the schedule set forth in Attachment B, Equipment and Payment Schedule, and are due upon receipt of equipment deliverables or acceptance by the City of service deliverables. City payments to Contractor shall be paid within 90 days after receipt by City; provided however, that City may withhold any portion of an invoice that it disputes in good faith. In the event an invoice, or portion thereof is in dispute, City shall notify Contractor of the potential disapproval action and afford it an opportunity to be heard prior to official disapproval. City shall pay all undisputed portions of invoices in accordance with this Section.

- B. Invoices shall be submitted to:

Maggie Goodrich, Commanding Officer
Information Technology Bureau
Los Angeles Police Department
100 West First Street, Room 842
Los Angeles, CA 90012

SECTION 6 INDEMNIFICATION AND HOLD HARMLESS

Contractor agrees to indemnify, defend and hold harmless the City and City's agents, board members, elected and appointed officials and officers, employees, volunteers and authorized representatives from any and all losses, liabilities, charges, damages, claims, liens, causes of action, awards, judgments, costs, and expenses (including, but not limited to, reasonable attorneys' fees of City Counsel and counsel retained by City, expert fees, costs of staff time, and investigation costs) of whatever kind or nature, which arise out of or are in any way connected with any negligent or willful act or omission of Contractor or Contractor's officers, agents, employees, independent contractors, subcontractors of any tier, or authorized representatives. Without limiting the generality of the foregoing, the same shall include bodily and personal injury or death to any person or persons; damage to any property, regardless of where located, including the property of City; and any workers' compensation claim or suit arising from or connected with any services performed pursuant to this Agreement on behalf of the Contractor by any person or entity.

SECTION 7 DISCOUNT TERMS

In lieu of PSC 25 of Attachment A, the following shall be applicable to this Agreement: Most Favored Customer: TASER Represents that the fees, charges, and/or costs paid to TASER under this agreement do not exceed the current fees, charges, or costs paid to TASER by other United States cities, counties and/or municipalities for the same (or substantially similar) products and services in a quantity that is within 25% of the equipment and Evidence.com services purchased by the City and specifically described in this Agreement. In the event the stated fees, charges, and/or costs charged to the City under this Agreement are determined to be higher, then the fees will be reduced accordingly for future purchases under this Agreement. In such an event, TASER agrees to offer the same (or lower) fees, charges, and/or costs to the City as those charged to other cities, counties, and/or municipalities for the same (or substantially similar) services described in this Section.

SECTION 8 SUSPENSION AND TERMINATION

8.1 Suspension

City may suspend all or part of the project operations for failure by Contractor to comply with the terms and conditions of this Agreement by giving written notice, which shall be effective upon receipt.

- A. Said notice shall set forth the specific conditions of non-compliance and the period provided for corrective action.
- B. Within five (5) working days Contractor must reply in writing setting forth the corrective actions that shall be undertaken, subject to City approval in writing.
- C. Performance under this Agreement shall be automatically suspended without any notice from City as of the date Contractor is not fully insured in compliance with this Agreement. Performance shall not resume without the prior written approval of City.

8.2 Termination for Convenience

- A. Either party to this Agreement may terminate this Agreement or any part hereof for convenience upon giving the other party at least thirty (30) days written notice prior to the effective date of such termination, which date shall be specified in such notice.
- B. All completed Deliverables, or portions thereof, prepared by Contractor under this Agreement shall be delivered to City.
- C. In the event that Contractor ceases to operate (i.e. dissolution of corporate status, declaration of bankruptcy, etc.), Contractor shall provide to City copies of all materials related to completed Deliverables specified in this Agreement.
- D. Upon termination, City shall compensate Contractor for any Services performed in accordance with this Agreement for which Contractor did not receive payment prior to termination or Contractor will issue City a refund of any prepaid amounts on a prorated basis.

8.3 Termination for Cause

Either party may terminate this Agreement for cause by giving the other party a written notice of any material default or breach. The defaulting party will have fifteen (15) calendar days from the date of the notice of breach to cure, or diligently commence to cure such breach. The notice of breach must include a time and location for the individuals identified in Section 1.2 of this Agreement to meet and discuss the notice of the breach. Such meeting must be scheduled within ten (10) calendar days of the date of the notice of breach. If the defaulting party is unable or unwilling to cure, or diligently commence to cure such breach, or meet within the ten (10) day timeframe, the other party may terminate this Agreement on five (5) calendar days' notice. If Contractor fails to cure the material breach or default, Contractor will issue City a refund of any prepaid

amounts on a prorated basis. If, after City has given notice of termination under the provisions of this Section 7.3, it is determined by City that Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Section 8.2.

8.4 Notices of Suspension or Termination

In the event that this Agreement is suspended or terminated, Contractor shall immediately notify all employees and participants and must notify in writing all other parties contracted with under the terms of Agreement within five (5) working days of such suspension or termination.

SECTION 9 AMENDMENTS AND CHANGE REQUESTS

9.1 Amendments

Any change in the terms of this Agreement, including changes in the services to be performed by Contractor, and any increase or decrease in the amount of compensation which are agreed to by City and Contractor shall be incorporated into this Agreement by a written amendment properly executed and signed by the person(s) authorized to bind the parties thereto.

Contractor agrees to comply with all future City directives, or any rules, amendments or requirements promulgated by City affecting this Contract; provided that if such compliance impacts Contractor's performance, schedule or cost to perform, such compliance is subject to an agreed upon Project Change Authorization negotiated in good faith by the parties. If the parties are unable to agree upon a change request, City may exercise its right to terminate for convenience in accordance with Section 8.2 above.

9.2 Change Requests

A. City Technical Change Requests

During the term of this Agreement, City shall have the right to request changes to the work within the general scope of work contemplated by this Agreement and consistent with Section 2.2, Statement of Work to be Performed, of this Agreement. A "change," as that term is used in this Section 9.2 means technical or other adjustments made within the Statement of Work to be Performed, and consistent with Section 2.2 of this Agreement, which do not extend the term of the Agreement or increase the authorized amount set forth in Section 5.1(A) of this

Agreement. City shall make a formal written request, per the procedure outlined, with respect to each change it desires to make.

B. Change Proposal

Within ten (10) calendar days following Contractor's receipt of City's written Change Request, Contractor shall prepare and deliver to City a written statement that includes the following:

1. Total cost of the change;
2. Schedule impact of the change for current and subsequent Deliverables;
3. Impact of the change on any other part of this Agreement;
4. Estimated California Sales Tax impact, if any;
5. The period of time for which such statement is valid, but not less than sixty (60) days; and
6. City contract number and date of contract.

C. Method of Agreement to Changes

Upon approval of Contractor's written statement for a proposed change by City's authorized representatives as identified in Section 1.2(A) of this Agreement, or their designee established in writing, City shall deliver to Contractor a Project Change Authorization, Attachment L, specifying the change to be made and all of the particulars set forth in Section 9.2(B) of this Agreement as mutually agreed upon, and this Agreement and all pertinent Attachments hereto shall be deemed modified accordingly. City and Contractor agree to make a good faith effort to reach a mutually agreed upon fixed price or time and materials services for any Change Request. Failure to agree on the price of such changes shall be treated as a dispute and subject to the provisions of Section 11, Disputes, of this Agreement.

SECTION 10 SUCCESSORS AND ASSIGNS

10.1 Contractor's Successors and Assigns

All indemnifications and warranties provided by Contractor pursuant to this Agreement shall be assumed by and binding upon Contractor's successors and assigns.

10.2 Survival of Provisions

The provisions of this Section 10 shall survive termination of this Agreement.

SECTION 11 DISPUTES

11.1 Disputes

Both parties shall undertake to reach an amicable settlement in cases of Dispute. If an amicable settlement cannot be reached, or in the event of default that could result in termination of this Agreement, City and Contractor shall schedule a meeting of their representatives in a good faith attempt to resolve the issues in Dispute. The meeting shall allow for a detailed presentation of each party's views on the issues and potential solutions to the Dispute or default. If possible, the meeting should result in an agreed upon course of action to resolve the Dispute or default.

Contractor and City shall continue to perform any obligations under this Agreement during any Dispute.

The provisions of Sections 5.169 and 5.170 (Div. 5, Ch. 10, Art. 1) of the Los Angeles Administrative Code and Section 350 of the City Charter shall govern the procedure and rights of the parties with regard to claims arising from this Agreement.

SECTION 12 CONFIDENTIALITY

12.1 Confidentiality of Department Information

Unless otherwise required by applicable law, all material that either party makes available to the other in connection with carrying out this Agreement and that is either marked with a restrictive legend of the discloser or if not marked with such legend or is disclosed orally, is identified as confidential at the time of disclosure

("Confidential Information") shall be protected by the receiving party using the same care and discretion to avoid disclosure, publication or dissemination of the disclosing party's Confidential Information as the receiving party uses with its own similar information that it does not wish to disclose, publish or disseminate. The ideas, concepts, knowledge, or techniques, developed during the course of this Agreement by the Contractor, by the City or jointly by the Contractor and the City, in furnishing assistance under this Agreement, can be used by either party in any way it may deem appropriate. Nothing contained herein shall require either party to hold in confidence any ideas, knowledge, concepts or techniques. In addition, neither party shall be required to keep confidential any data which is or becomes publicly available, is already in the receiving party's possession without obligation of confidentiality, is independently developed by the receiving party outside the scope of this Agreement, or is rightfully obtained from third parties. Confidential material shall be held in confidence for five (5) years from the date of disclosure, unless a longer time period is required by law or statute, without the possibility of contractual waiver. The recipient of Confidential Information may disclose the Confidential Information to the extent required by law. However, the recipient will give the other party prompt notice to allow such other party a reasonable opportunity to obtain a protective order.

SECTION 13 ENTIRE AGREEMENT

13.1 Complete Agreement

This Agreement contains the full and complete Agreement between the 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.

13.2 Number of Originals and Attachments

This Agreement is executed in three (3) duplicate originals, each of which is deemed to be an original. Attachments A-L listed below are incorporated herein by this reference:

- Attachment A – Standard Provisions For City Contracts (rev. 03/09)
- Attachment B – Equipment and Payment Schedule
- Attachment C – TASER's Professional Services Agreement
- Attachment D – EVIDENCE.com Master License Agreement
- Attachment E – TASER Assurance Plan Terms and Conditions
- Attachment F – TASER's Direct Sales Terms and Conditions
- Attachment G – TASER's Hardware Warranty, Limitation and Release for Law Enforcement CEW Products and On-Officer Cameras

Attachment H – Grant Terms

Attachment I – Certification Regarding Lobbying

Attachment J – Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

Attachment K – Certification Regarding Drug-Free Workplace Act Requirements

Attachment L – Sample Project Change Authorization Form

13.3 Order of Precedence

In the event of any inconsistency between the terms, attachments, specifications or provisions which constitute this Agreement, the following order of precedence shall apply in the order listed herein:

- 1) This Agreement between the City of Los Angeles and TASER International, Inc.
- 2) Attachment A, Standard Provisions for City Contracts (Rev. 3/09)
- 3) Attachment C, TASER's Professional Services Agreement
- 4) Attachment B, Equipment and Payment Schedule

Notwithstanding any other language in this Agreement, this Agreement shall be enforced and interpreted under the laws of the State of California.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives.

THE CITY OF LOS ANGELES

TASER INTERNATIONAL, INC.

By: _____
CHARLIE BECK
Chief of Police

By: _____
JOSHUA M. ISNER
EVP, Global Sales

Date: _____

Date: _____

APPROVED AS TO FORM:

MICHAEL N. FEUER, City Attorney

(2nd Corporate Officer)

By: _____
DANIEL KREINBRING
Deputy City Attorney

By: _____
DOUGLAS E. KLINT
General Counsel

DATE: _____

DATE: _____

ATTEST:

HOLLY L. WOLCOTT, City Clerk

By: _____
Deputy City Clerk

Date: _____

City Business Tax Registration Certificate (BTRC) Number: 0002852190-0001-9

Internal Revenue Service Taxpayer Identification Number: 86-0741227

Agreement Number _____

ATTACHMENT A

**STANDARD PROVISIONS FOR CITY CONTRACTS
(REVISED 03/09)**

ATTACHMENT B

EQUIPMENT AND PAYMENT SCHEDULE

ATTACHMENT C

TASER'S PROFESSIONAL SERVICES AGREEMENT

ATTACHMENT D

EVIDENCE.COM MASTER LICENSE AGREEMENT

ATTACHMENT E

TASER ASSURANCE PLAN TERMS AND CONDITIONS

ATTACHMENT F

TASER'S DIRECT SALES TERMS AND CONDITIONS

ATTACHMENT G

**TASER INTERNATIONAL, INC.'S HARDWARE WARRANTY,
LIMITATIONS AND RELEASE FOR LAW ENFORCEMENT CEW
PRODUCTS AND ON-OFFICER CAMERAS**

ATTACHMENT H

GRANT TERMS

ATTACHMENT I

CERTIFICATION REGARDING LOBBYING

ATTACHMENT J

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

ATTACHMENT K

**CERTIFICATION REGARDING DRUG-FREE WORKPLACE ACT
REQUIREMENTS**

ATTACHMENT L

SAMPLE PROJECT CHANGE AUTHORIZATION FORM

Change Authorization Form

Item Modified:

Description:

Change Value:

Approval Signature:

Name:

Company:

TASER International, Inc.

Date:

Agreement Signature:

Name:

Company:

City of Los Angeles – LAPD

Date:



Department of Justice
Office of Justice Programs

Office of the Assistant Attorney General

Washington, D.C. 20531

September 21, 2015

Chief Charlie Beck
Los Angeles Police Department
100 West 1st Street
Los Angeles, CA 90012-4112

Dear Chief Beck:

On behalf of Attorney General Loretta Lynch, it is my pleasure to inform you that the Office of Justice Programs has approved your application for funding under the FY 15 Body-Worn Camera Policy and Implementation Program: Implementation of New BWC Program for Large Agencies in the amount of \$1,000,000 for Los Angeles Police Department.

Enclosed you will find the Grant Award and Special Conditions documents. This award is subject to all administrative and financial requirements, including the timely submission of all financial and programmatic reports, resolution of all interim audit findings, and the maintenance of a minimum level of cash-on-hand. Should you not adhere to these requirements, you will be in violation of the terms of this agreement and the award will be subject to termination for cause or other administrative action as appropriate.

If you have questions regarding this award, please contact:

- Program Questions, Gerardo Velazquez, Program Manager at (202) 353-8646; and
- Financial Questions, the Office of the Chief Financial Officer, Customer Service Center (CSC) at (800) 458-0786, or you may contact the CSC at ask.cfo@usdoj.gov.

Congratulations, and we look forward to working with you.

Sincerely,

A handwritten signature in black ink, reading "Karol V. Mason", is written over the typed name.

Karol Virginia Mason
Assistant Attorney General

Enclosures



Department of Justice
Office of Justice Programs

Office of the Assistant Attorney General

Washington, D.C. 20531

September 21, 2015

Chief Charlie Beck
Los Angeles Police Department
100 West 1st Street
Los Angeles, CA 90012-4112

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Congratulations, and we look forward to working with you.

Sincerely,

A handwritten signature in black ink, reading "Karol V. Mason".

Karol Virginia Mason
Assistant Attorney General

Enclosures



OFFICE FOR CIVIL RIGHTS

Office of Justice Programs

Department of Justice

810 7th Street, NW
Washington, DC 20531

Tel: (202) 307-0690

TTY: (202) 307-2027

E-mail: askOCR@usdoj.gov

Website: www.ojp.usdoj.gov/ocr

September 21, 2015

Chief Charlie Beck
Los Angeles Police Department
100 West 1st Street
Los Angeles, CA 90012-4112

Dear Chief Beck:

Congratulations on your recent award. In establishing financial assistance programs, Congress linked the receipt of federal funding to compliance with federal civil rights laws. The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) is responsible for ensuring that recipients of financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) comply with the applicable federal civil rights laws. We at the OCR are available to help you and your organization meet the civil rights requirements that come with DOJ funding.

Ensuring Access to Federally Assisted Programs

Federal laws that apply to recipients of financial assistance from the DOJ prohibit discrimination on the basis of race, color, national origin, religion, sex, or disability in funded programs or activities, not only in employment but also in the delivery of services or benefits. A federal law also prohibits recipients from discriminating on the basis of age in the delivery of services or benefits.

In March of 2013, President Obama signed the Violence Against Women Reauthorization Act of 2013. The statute amends the Violence Against Women Act of 1994 (VAWA) by including a nondiscrimination grant condition that prohibits discrimination based on actual or perceived race, color, national origin, religion, sex, disability, sexual orientation, or gender identity. The new nondiscrimination grant condition applies to certain programs funded after October 1, 2013. The OCR and the OVW have developed answers to some frequently asked questions about this provision to assist recipients of VAWA funds to understand their obligations. The Frequently Asked Questions are available at <http://ojp.gov/about/ocr/vawafaqs.htm>.

Enforcing Civil Rights Laws

All recipients of federal financial assistance, regardless of the particular funding source, the amount of the grant award, or the number of employees in the workforce, are subject to prohibitions against unlawful discrimination. Accordingly, the OCR investigates recipients that are the subject of discrimination complaints from both individuals and groups. In addition, based on regulatory criteria, the OCR selects a number of recipients each year for compliance reviews, audits that require recipients to submit data showing that they are providing services equitably to all segments of their service population and that their employment practices meet equal opportunity standards.

Providing Services to Limited English Proficiency (LEP) Individuals

In accordance with DOJ guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, recipients of federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with limited English proficiency (LEP). See U.S. Department of Justice, *Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons*, 67 Fed. Reg. 41,455 (2002). For more information on the civil rights responsibilities that recipients have in providing language services to LEP individuals, please see the website <http://www.lep.gov>.

Ensuring Equal Treatment for Faith-Based Organizations

The DOJ regulation, *Equal Treatment for Faith-Based Organizations*, 28 C.F.R. pt. 38, requires State Administering Agencies (SAAs) to treat faith-based organizations the same as any other applicant or recipient. The regulation prohibits SAAs from making awards or grant administration decisions on the basis of an organization's religious character or affiliation, religious name, or the religious composition of its board of directors.

The regulation also prohibits faith-based organizations from using financial assistance from the DOJ to fund inherently (or explicitly) religious activities. While faith-based organizations can engage in non-funded inherently religious activities, they must hold them separately from the program funded by the DOJ, and recipients cannot compel beneficiaries to participate in them. The Equal Treatment Regulation also makes clear that organizations participating in programs funded by the DOJ are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. For more information on the regulation, please see the OCR's website at http://www.ojp.usdoj.gov/about/ocr/equal_fbo.htm.

SAAs and faith-based organizations should also note that the Omnibus Crime Control and Safe Streets Act (Safe Streets Act) of 1968, as amended, 42 U.S.C. § 3789d(c); the Victims of Crime Act of 1984, as amended, 42 U.S.C. § 10604(e); the Juvenile Justice and Delinquency Prevention Act of 1974, as amended, 42 U.S.C. § 5672(b); and VAWA, Pub. L. No. 113-4, sec. 3(b)(4), 127 Stat. 54, 61-62 (to be codified at 42 U.S.C. § 13925(b)(13)) contain prohibitions against discrimination on the basis of religion in employment. Despite these nondiscrimination provisions, the DOJ has concluded that it may construe the Religious Freedom Restoration Act (RFRA) on a case-by-case basis to permit some faith-based organizations to receive DOJ funds while taking into account religion when hiring staff, even if the statute that authorizes the funding program generally forbids recipients from considering religion in employment decisions. Please consult with the OCR if you have any questions about the regulation or the application of RFRA to the statutes that prohibit discrimination in employment.

Using Arrest and Conviction Records in Making Employment Decisions

The OCR issued an advisory document for recipients on the proper use of arrest and conviction records in making hiring decisions. See *Advisory for Recipients of Financial Assistance from the U.S. Department of Justice on the U.S. Equal Employment Opportunity Commission's Enforcement Guidance: Consideration of Arrest and Conviction Records in Employment Decisions Under Title VII of the Civil Rights Act of 1964* (June 2013), available at http://www.ojp.usdoj.gov/about/ocr/pdfs/UseofConviction_Advisory.pdf. Recipients should be mindful that the misuse of arrest or conviction records to screen either applicants for employment or employees for retention or promotion may have a disparate impact based on race or national origin, resulting in unlawful employment discrimination. In light of the Advisory, recipients should consult local counsel in reviewing their employment practices. If warranted, recipients should also incorporate an analysis of the use of arrest and conviction records in their Equal Employment Opportunity Plans (EEOs) (see below).

Complying with the Safe Streets Act

An organization that is a recipient of financial assistance subject to the nondiscrimination provisions of the Safe Streets Act, must meet two obligations: (1) complying with the federal regulation pertaining to the development of an EEO (see 28 C.F.R. pt. 42, subpt. E) and (2) submitting to the OCR findings of discrimination (see 28 C.F.R. §§ 42.204(e), .205(c)(5)).

Meeting the EEOP Requirement

If your organization has less than fifty employees or receives an award of less than \$25,000 or is a nonprofit organization, a medical institution, an educational institution, or an Indian tribe, then it is exempt from the EEOP requirement. To claim the exemption, your organization must complete and submit Section A of the Certification Form, which is available online at <http://www.ojp.usdoj.gov/about/ocr/pdfs/cert.pdf>.

If your organization is a government agency or private business and receives an award of \$25,000 or more, but less than \$500,000, and has fifty or more employees (counting both full- and part-time employees but excluding political appointees), then it has to prepare a Utilization Report (formerly called an EEOP Short Form), but it does not have to submit the report to the OCR for review. Instead, your organization has to maintain the Utilization Report on file and make it available for review on request. In addition, your organization has to complete Section B of the Certification Form and return it to the OCR. The Certification Form is available at <http://www.ojp.usdoj.gov/about/ocr/pdfs/cert.pdf>.

If your organization is a government agency or private business and has received an award for \$500,000 or more and has fifty or more employees (counting both full- and part-time employees but excluding political appointees), then it has to prepare a Utilization Report (formerly called an EEOP Short Form) and submit it to the OCR for review within sixty days from the date of this letter. For assistance in developing a Utilization Report, please consult the OCR's website at <http://www.ojp.usdoj.gov/about/ocr/eeop.htm>. In addition, your organization has to complete Section C of the Certification Form and return it to the OCR. The Certification Form is available at <http://www.ojp.usdoj.gov/about/ocr/pdfs/cert.pdf>.

To comply with the EEOP requirements, you may request technical assistance from an EEOP specialist at the OCR by telephone at (202) 307-0690, by TTY at (202) 307-2027, or by e-mail at EEOPsubmission@usdoj.gov.

Meeting the Requirement to Submit Findings of Discrimination

If in the three years prior to the date of the grant award, your organization has received an adverse finding of discrimination based on race, color, national origin, religion, or sex, after a due-process hearing, from a state or federal court or from a state or federal administrative agency, your organization must send a copy of the finding to the OCR.

Ensuring the Compliance of Subrecipients

SAAs must have standard assurances to notify subrecipients of their civil rights obligations, written procedures to address discrimination complaints filed against subrecipients, methods to monitor subrecipients' compliance with civil rights requirements, and a program to train subrecipients on applicable civil rights laws. In addition, SAAs must submit to the OCR every three years written Methods of Administration (MOA) that summarize the policies and procedures that they have implemented to ensure the civil rights compliance of subrecipients. For more information on the MOA requirement, see http://www.ojp.usdoj.gov/funding/other_requirements.htm.

If the OCR can assist you in any way in fulfilling your organization's civil rights responsibilities as a recipient of federal financial assistance, please contact us.

Sincerely,



Michael L. Alston
Director

cc: Grant Manager
Financial Analyst



Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

Cooperative Agreement

PAGE 1 OF 9

1. RECIPIENT NAME AND ADDRESS (Including Zip Code) Los Angeles Police Department 100 West 1st Street Los Angeles, CA 90012-4112		4. AWARD NUMBER: 2015-MU-BX-K039	
		5. PROJECT PERIOD: FROM 10/01/2015 TO 09/30/2017 BUDGET PERIOD: FROM 10/01/2015 TO 09/30/2017	
2a. GRANTEE IRS/VENDOR NO. 95600965		6. AWARD DATE 09/21/2015	7. ACTION Initial
2b. GRANTEE DUNS NO. 037848012		8. SUPPLEMENT NUMBER 00	
3. PROJECT TITLE The Los Angeles Body-Worn Technology and Accountability Program (LABTAP)		9. PREVIOUS AWARD AMOUNT \$ 0	
		10. AMOUNT OF THIS AWARD \$ 1,000,000	
		11. TOTAL AWARD \$ 1,000,000	
12. SPECIAL CONDITIONS THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S).			
13. STATUTORY AUTHORITY FOR GRANT This project is supported under FY15(BJA - Body-worn Cameras) 42 USC 3756(a)(1); 42 USC 3715 note			
14. CATALOG OF DOMESTIC FEDERAL ASSISTANCE (CFDA Number) 16.735 - Edward Byrne Memorial Justice Assistance Grant Program			
15. METHOD OF PAYMENT GPRS			
AGENCY APPROVAL		GRANTEE ACCEPTANCE	
16. TYPED NAME AND TITLE OF APPROVING OFFICIAL Karel Virginia Mason Assistant Attorney General		18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL Charlie Beck Chief of Police	
17. SIGNATURE OF APPROVING OFFICIAL <i>Karel V. Mason</i>		19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL	19A. DATE
AGENCY USE ONLY			
20. ACCOUNTING CLASSIFICATION CODES FISCAL FUND BUD. OIV. YEAR CODE ACT. OFC. REQ. SUB. POMS AMOUNT X B DE 80 00 00 405119 X B DJ 80 00 00 00 594881		21. PMUUGT623	

OJP FORM 4000/2 (REV. 5-87) PREVIOUS EDITIONS ARE OBSOLETE.

OJP FORM 4000/2 (REV. 4-88)



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PROJECT NUMBER 2015-MU-BX-K039

AWARD DATE 09/21/2015

SPECIAL CONDITIONS

1. Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by the Department of Justice (DOJ) in 2 C.F.R. Part 2800 (the "Part 200 Uniform Requirements") apply to this 2015 award from the Office of Justice Programs (OJP). For this 2015 award, the Part 200 Uniform Requirements, which were first adopted by DOJ on December 26, 2014, supersede, among other things, the provisions of 28 C.F.R. Parts 66 and 70, as well as those of 2 C.F.R. Parts 215, 220, 225, and 230.

If this 2015 award supplements funds previously awarded by OJP under the same award number, the Part 200 Uniform Requirements apply with respect to all award funds (whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this 2015 award.

Potential availability of grace period for procurement standards: Under the Part 200 Uniform Requirements, a time-limited grace period may be available under certain circumstances to allow for transition from policies and procedures that complied with previous standards for procurements under federal awards to policies and procedures that comply with the new standards (that is, to those at 2 C.F.R. 200.317 through 200.326).

For more information on the Part 200 Uniform Requirements, including information regarding the potentially-available grace period described above, see the Office of Justice Programs (OJP) website at <http://ojp.gov/funding/Part200UniformRequirements.htm>.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

2. The recipient agrees to comply with the Department of Justice Grants Financial Guide as posted on the OJP website (currently, the "2015 DOJ Grants Financial Guide").
3. The recipient acknowledges that failure to submit an acceptable Equal Employment Opportunity Plan (if recipient is required to submit one pursuant to 28 C.F.R. Section 42.302) that is approved by the Office for Civil Rights is a violation of the Standard Assurances executed by the recipient, and may result in suspension of funding until such time as the recipient is in compliance, or termination of the award.
4. The recipient understands and agrees that OJP may withhold award funds, or may impose other related requirements, if the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.
5. Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of OJP.
6. The recipient and any subrecipients must promptly refer to the DOJ OIG any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has -- (1) submitted a claim for award funds that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving award funds. Potential fraud, waste, abuse, or misconduct should be reported to the OIG by - mail: Office of the Inspector General U.S. Department of Justice Investigations Division 950 Pennsylvania Avenue, N.W. Room 4706 Washington, DC 20530 e-mail: oig.hotline@usdoj.gov hotline: (contact information in English and Spanish): (800) 869-4499 or hotline fax: (202) 616-9881 Additional information is available from the DOJ OIG website at www.usdoj.gov/oig



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PROJECT NUMBER 2015-MU-BX-K039

AWARD DATE 09/31/2015

SPECIAL CONDITIONS

7. Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient under this award, or entity that receives a contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient --

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized to make subawards or contracts under this award --

a. it represents that --

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward, contract, or subcontract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

8. Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of OJP.

9. The recipient agrees to comply with any additional requirements that may be imposed during the grant performance period if the agency determines that the recipient is a high-risk grantee. Cf. 28 C.F.R. parts 66, 70.



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SPECIAL CONDITIONS

10. The recipient agrees to comply with applicable requirements regarding registration with the System for Award Management (SAM) (or with a successor government-wide system officially designated by OMB and OJP). The recipient also agrees to comply with applicable restrictions on subawards to first-tier subrecipients that do not acquire and provide a Data Universal Numbering System (DUNS) number. The details of recipient obligations are posted on the Office of Justice Programs web site at <http://www.ojp.gov/funding/sam.htm> (Award condition: Registration with the System for Award Management and Universal Identifier Requirements), and are incorporated by reference here. This special condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).
11. Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), the Department encourages recipients and sub recipients to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.
12. The recipient agrees to comply with all applicable laws, regulations, policies, and guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences, meetings, trainings, and other events, including the provision of food and/or beverages at such events, and costs of attendance at such events. Information on rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "2015 DOJ Grants Financial Guide").
13. The recipient understands and agrees that any training or training materials developed or delivered with funding provided under this award must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <http://www.ojp.usdoj.gov/funding/ojptrainingguidingprinciples.htm>.
14. The recipient agrees that if it currently has an open award of federal funds or if it receives an award of federal funds other than this OJP award, and those award funds have been, are being, or are to be used, in whole or in part, for one or more of the identical cost items for which funds are being provided under this OJP award, the recipient will promptly notify, in writing, the grant manager for this OJP award, and, if so requested by OJP, seek a budget-modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.
15. The recipient understands and agrees that award funds may not be used to discriminate against or denigrate the religious or moral beliefs of students who participate in programs for which financial assistance is provided from those funds, or of the parents or legal guardians of such students.
16. The recipient understands and agrees that - (a) No award funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography, and (b) Nothing in subsection (a) limits the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.
17. A recipient that is eligible under the Part 200 Uniform Requirements to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC).
18. The recipient must collect, maintain, and provide to OJP, data that measure the performance and effectiveness of activities under this award, in the manner, and within the timeframes, specified in the program solicitation, or as otherwise specified by OJP. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act, and other applicable laws.



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SPECIAL CONDITIONS

19. The award recipient agrees to participate in a data collection process measuring program outputs and outcomes. The data elements for this process will be outlined by the Office of Justice Programs.
20. Grantee agrees to comply with all confidentiality requirements of 42 U.S.C. section 3789g and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. Grantee further agrees, as a condition of grant approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, section 22.23.
21. The recipient agrees to cooperate 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 within this project.
22. All procurement (contract) transactions under this award must be conducted in a manner that is consistent with applicable Federal and State law, and with Federal procurement standards specified in regulations governing Federal awards to non-Federal entities. Procurement (contract) transactions should be competitively awarded unless circumstances preclude competition. Noncompetitive (e.g., sole source) procurements by the award recipient in excess of the Simplified Acquisition Threshold (currently \$150,000) set out in the Federal Acquisition Regulation must receive prior approval from the awarding agency, and must otherwise comply with rules governing such procurements found in the current edition of the OJP Financial Guide.
23. Approval of this award does not indicate approval of any consultant rate in excess of \$650 per day. A detailed justification must be submitted to and approved by the Office of Justice Programs (OJP) program office prior to obligation or expenditure of such funds.
24. The recipient agrees to comply with applicable requirements to report first-tier subawards of \$25,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients of award funds. Such data will be submitted to the FFATA Subaward Reporting System (FSRS). The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the Office of Justice Programs web site at <http://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here. This condition, and its reporting requirement, does not apply to grant awards made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).
25. Award recipients must verify Point of Contact (POC), Financial Point of Contact (FPOC), and Authorized Representative contact information in GMS, including telephone number and e-mail address. If any information is incorrect or has changed, a Grant Adjustment Notice (GAN) must be submitted via the Grants Management System (GMS) to document changes.
26. The recipient agrees to comply with OJP grant monitoring guidelines, protocols, and procedures, and to cooperate with BJA and OCFO on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide to BJA and OCFO all documentation necessary to complete monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by BJA and OCFO for providing the requested documents. Failure to cooperate with BJA's/OCFO's grant monitoring activities may result in sanctions affecting the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to grant funds; referral to the Office of the Inspector General for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).



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SPECIAL CONDITIONS

27. The recipient acknowledges that the Office of Justice Programs (OJP) reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use (in whole or in part, including in connection with derivative works), for Federal purposes: (1) any work subject to copyright developed under an award or subaward; and (2) any rights of copyright to which a recipient or subrecipient purchases ownership with Federal support.

The recipient acknowledges that OJP has the right to (1) obtain, reproduce, publish, or otherwise use the data first produced under an award or subaward; and (2) authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes. "Data" includes data as defined in Federal Acquisition Regulation (FAR) provision 52.227-14 (Rights in Data - General).

It is the responsibility of the recipient (and of each subrecipient, if applicable) to ensure that this condition is included in any subaward under this award.

The recipient has the responsibility to obtain from subrecipients, contractors, and subcontractors (if any) all rights and data necessary to fulfill the recipient's obligations to the Government under this award. If a proposed subrecipient, contractor, or subcontractor refuses to accept terms affording the Government such rights, the recipient shall promptly bring such refusal to the attention of the OJP program manager for the award and not proceed with the agreement in question without further authorization from the OJP program office.

28. Any Web site that is funded in whole or in part under this award must include the following statement on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a Web-based service, including any pages that provide results or outputs from the service: "This Web site is funded in whole or in part through a grant from the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. Neither the U.S. Department of Justice nor any of its components operate, control, are responsible for, or necessarily endorse, this Web site (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)." The full text of the foregoing statement must be clearly visible on the home page. On other pages, the statement may be included through a link, entitled "Notice of Federal Funding and Federal Disclaimer," to the full text of the statement.
29. The recipient agrees to submit to BJA for review and approval any curricula, training materials, proposed publications, reports, or any other written materials that will be published, including web-based materials and web site content, through funds from this grant at least thirty (30) working days prior to the targeted dissemination date. Any written, visual, or audio publications, with the exception of press releases, whether published at the grantee's or government's expense, shall contain the following statements: "This project was supported by Grant No. 2015-MU-BX-K039 awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Department of Justice's Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the Office for Victims of Crime, and the SMART Office. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice." The current edition of the OJP Financial Guide provides guidance on allowable printing and publication activities.
30. All program authority and responsibility inherent in the Federal stewardship role shall remain with the Bureau of Justice Assistance (BJA). BJA will work in conjunction with the recipient to routinely review and refine the work plan so that the program's goals and objectives can be effectively accomplished. BJA will monitor the project on a continual basis by maintaining ongoing contact with the recipient and will provide input to the program's direction, in consultation with the recipient, as needed.



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SPECIAL CONDITIONS

31. Recipient understands and agrees that it must submit quarterly Federal Financial Reports (SF-425) and semi-annual performance reports through GMS (<https://grants.ojp.usdoj.gov>), and that it must submit quarterly performance metrics reports through BJA's Performance Measurement Tool (PMT) website (www.bjaperformancetools.org). For more detailed information on reporting and other requirements, refer to BJA's website. Failure to submit required reports by established deadlines may result in the freezing of grant funds and High Risk designation.



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SPECIAL CONDITIONS

32. Within 45 calendar days after the end of any conference, meeting, retreat, seminar, symposium, training activity, or similar event funded under this award, and the total cost of which exceeds \$20,000 in award funds, the recipient must provide the program manager with the following information and itemized costs:

- 1) name of event;
- 2) event dates;
- 3) location of event;
- 4) number of federal attendees;
- 5) number of non-federal attendees;
- 6) costs of event space, including rooms for break-out sessions;
- 7) costs of audio visual services;
- 8) other equipment costs (e.g., computer fees, telephone fees);
- 9) costs of printing and distribution;
- 10) costs of meals provided during the event;
- 11) costs of refreshments provided during the event;
- 12) costs of event planner;
- 13) costs of event facilitators; and
- 14) any other costs associated with the event.

The recipient must also itemize and report any of the following attendee (including participants, presenters, speakers) costs that are paid or reimbursed with cooperative agreement funds:

- 1) meals and incidental expenses (M&IE portion of per diem);
- 2) lodging;
- 3) transportation to/from event location (e.g., common carrier, Privately Owned Vehicle (POV)); and,
- 4) local transportation (e.g., rental car, POV) at event location.

Note that if any item is paid for with registration fees, or any other non-award funding, then that portion of the expense does not need to be reported.

Further instructions regarding the submission of this data, and how to determine costs, are available in the OJP Financial Guide Conference Cost Chapter.



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SPECIAL CONDITIONS

33. The recipient is authorized to obligate, expend, or draw down funds in an amount not to exceed 10% of this award for the sole purpose of developing a Body-Worn Camera (BWC) policy. The BWC policy must be submitted no later than 180 days of award acceptance, unless an extension for good cause shown has been granted by BJA. The recipient is not authorized to incur any additional obligations, make any additional expenditures, or draw down any additional funds until BJA has approved the recipient's completed BWC policy and has issued a Grant Adjustment Notice (GAN) removing this condition.
34. With respect to this award, federal funds may not be used to pay cash compensation (salary plus bonuses) to any employee of the award recipient at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. (An award recipient may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.)
- This limitation on compensation rates allowable under this award may be waived on an individual basis at the discretion of the OJP official indicated in the program announcement under which this award is made.
35. The recipient may not obligate, expend or draw down funds until the Office of the Chief Financial Officer (OCFO) has approved the budget and budget narrative and a Grant Adjustment Notice (GAN) has been issued to remove this special condition.

LAPD Budget Detail Worksheet: Year 1

Purpose: The Budget Detail Worksheet may be used as a guide to assist you in the preparation of the budget and budget narrative. You may submit the budget and budget narrative using this form or in the format of your choice (plain sheets, your own form, or a variation of this form). However, all required information (including the budget narrative) must be provided. Any category of expense not applicable to your budget may be deleted.

A. Personnel—List each position by title and name of employee, if available. Show the annual salary rate and the percentage of time to be devoted to the project. Compensation paid for employees engaged in grant activities must be consistent with that paid for similar work within the applicant organization.

Name/Position	Computation	Cost
Full Time Salaries	Annual Rate Percentage of time	
Project Director- Maggie Goodrich (donated time)	10.0%	
Technology Expert- Sgt. Dan Gomez (donated time)	10.0%	
Subtotal Full Time	10.0%	\$0
	TOTAL	\$0.00

B. Fringe Benefits—Fringe benefits should be based on actual known costs or an established formula. Fringe benefits are for the personnel listed category (A) and only for the percentage of time devoted to the project. Fringe benefits on overtime hours are limited to FICA, Workman's Compensation, and Unemployment Compensation.

Total Personnel & Fringe Benefits	TOTAL	\$0.00
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C. Travel—Itemize travel expenses of project personnel by purpose (e.g., staff to training, field interviews, advisory group meetings, etc. Show the basis of computation (e.g., six people 3-day training at \$X airfare, \$X lodging, \$X subsistence). In training projects travel and meals for trainees should be listed separately. Show the number of trainees and unit cost involved. Identify the location of travel, if known. Indicate source of Travel Policies applied, Applicant or Federal Travel Regulations.

Purpose of Travel	Location	Item	Computation	Cost per trip/night	# of Trips	Cost
Project Director Travel		Airfare	(\$500 x 1 person x 3 trips)	\$500.00	3	\$1,500.00
		Hotel	(\$162 x 1 person x 3 trips x 4 days)	\$162.00	3	\$1,944.00
		Meals	(\$71 x 1 person x 3 trips x 4 days)	\$71.00	3	\$852.00
		Rental Car	(\$60 x 1 person x 3 trips x 4 days)	\$60.00	3	\$720.00
		Parking	(\$25 x 1 person x 3 trips x 4 days)	\$25.00	3	\$300.00
		Subtotal				\$5,316.00
Technology Expert Travel		Airfare	(\$500 x 1 person x 3 trips)	\$500.00	3	\$1,500.00
		Hotel	(\$162 x 1 person x 3 trips x 4 days)	\$162.00	3	\$1,944.00
		Meals	(\$71 x 1 person x 3 trips x 4 days)	\$71.00	3	\$852.00
		Rental Car	(\$60 x 1 person x 3 trips x 4 days)	\$60.00	3	\$720.00
		Parking	(\$25 x 1 person x 3 trips x 4 days)	\$25.00	3	\$300.00
		Subtotal				\$5,316
TOTAL						\$10,632.00

E. Supplies—List items by type (office supplies, postage, training materials, copying paper, and other expendable items such as books, hand held tape recorders) and show the basis for computation. Generally, supplies include any materials that are expendable or consumed during the course of the project.

Supply Items	Cost per unit	# of Units	Computation	
Body Worn Cameras (BJA funded)	\$1,079.92	740		\$769,140.80
Body Worn Cameras (LAPD funded)	\$1,079.92	2963		\$3,199,602.96
Mobile Devices (BJA funded)	\$199.68	740		\$147,763.20
Mobile Devices (LAPD funded)	\$199.68	2963		\$581,651.84
High Resolution Computers and Video Software	\$2,500.00	4		\$10,000.00
Prosecutor Licenses for Review of Video Footage on evidence.com	\$468.00	20		\$9,360.00
Office and Training Supplies	\$134.87	12		\$1,618.00
			TOTAL	\$4,759,334.80

G. Consultants/Contracts—Indicate whether applicant's formal, written Procurement Policy or the Federal Acquisitions

Contracts; Provide a description of the product or services to be procured by contract and an estimate of the cost. Applicants are encouraged to promote free and open competition in awarding contracts. A separate justification must be provided for sole source contracts in excess of \$100,000.

Item	Computation	Cost
	\$0.00	\$0.00
		Subtotal
		\$0.00
	CONSULTANTS/ CONTRACTS TOTAL	\$0.00

Budget Summary—When you have completed the budget worksheet, transfer the totals for each category to the spaces below. Compute the total costs and the total project costs. Indicate the amount of Federal requested and the amount of non-Federal funds that will support the project.

Budget Category	Amount
A. Personnel	\$0.00
B. Fringe Benefits	\$0.00
C. Travel	\$10,632.00
D. Equipment	\$0.00
E. Supplies	\$4,759,334.80
F. Construction	\$0.00
G. Consultants/Contracts	\$0.00
H. Other	\$0.00
Total Direct Costs	\$4,769,966.80
I. Indirect Costs	\$0.00
TOTAL PROJECT COSTS	\$4,769,966.80
Federal Request	\$878,512.00
Non-Federal Amount	\$3,791,454.80

NOTE: If a Non-Federal amount is entered, make sure those items for which they will be used must be incorporated into your overall budget. Indicate clearly throughout you budget narrative and detail worksheet for which items these funds will be used.

LAPD Budget Detail Worksheet: Year 2

Purpose: The Budget Detail Worksheet may be used as a guide to assist you in the preparation of the budget and budget narrative. You may submit the budget and budget narrative using this form or in the format of your choice (plain sheets, your own form, or a variation of this form). However, all required information (including the budget narrative) must be provided. Any category of expense not applicable to your budget may be deleted.

A. Personnel--List each position by title and name of employee, if available. Show the annual salary rate and the percentage of time to be devoted to the project. Compensation paid for employees engaged in grant activities must be consistent with that paid for similar work within the applicant organization.

Name/Position	Computation	Percentage of time	Cost
Full Time Salaries	Annual Rate		
Project Director- Maggie Goodrich (donated time)		10.0%	
Technology Expert- Sgt. Dan Gomez (donated time)		10.0%	
Subtotal Full Time		10.0%	\$0
TOTAL			\$0.00

B. Fringe Benefits--Fringe benefits should be based on actual known costs or an established formula. Fringe benefits are for the personnel listed category (A) and only for the percentage of time devoted to the project. Fringe benefits on overtime hours are limited to FICA, Workman's Compensation, and Unemployment Compensation.

TOTAL	\$0.00
Total Personnel & Fringe Benefits	TOTAL \$0.00

C. Travel--Itemize travel expenses of project personnel by purpose (e.g., staff to training, field interviews, advisory group meetings, etc. Show the basis of computation (e.g., six people 3-day training at \$X airfare, \$X lodging, \$X subsistence). In training projects travel and meals for trainees should be listed separately. Show the number of trainees and unit cost involved. Identify the location of travel, if known. Indicate source of Travel Policies applied, Applicant or Federal Travel Regulations.

Purpose of Travel	Location	Item	Computation	Cost per trip/night	# of Trips	Cost
Project Director Travel		Airfare	(\$500 x 1 person x 3 trips)	\$500.00	3	\$1,500.00
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		Meals	(\$71 x 1 person x 3 trips x 4 days)	\$71.00	3	\$852.00
		Rental Car	(\$80 x 1 person x 3 trips x 4 days)	\$80.00	3	\$720.00
		Parking	(\$25 x 1 person x 3 trips x 4 days)	\$25.00	3	\$300.00
		Subtotal				\$5,316.00
Technology Expert Travel		Airfare	(\$500 x 1 person x 3 trips)	\$500.00	3	\$1,500.00
		Hotel	(\$162 x 1 person x 3 trips x 4 days)	\$162.00	3	\$1,944.00
		Meals	(\$71 x 1 person x 3 trips x 4 days)	\$71.00	3	\$852.00
		Rental Car	(\$80 x 1 person x 3 trips x 4 days)	\$80.00	3	\$720.00
		Parking	(\$25 x 1 person x 3 trips x 4 days)	\$25.00	3	\$300.00
		Subtotal				\$5,316
TOTAL						\$10,632.00

E. Supplies--List items by type (office supplies, postage, training materials, copying paper, and other expendable items such as books, hand held tape recorders) and show the basis for computation. Generally, supplies include any materials that are expendable or consumed during the course of the project.

Supply Items	Cost per unit	# of Units	Computation	
Prosecutor Licenses for Review of Video Footage on evidence.com	\$468.00	20		\$9,360.00
Office and Training Supplies	\$124.67	12		\$1,496.00
TOTAL				\$10,856.00

G. Consultants/Contracts-- Indicate whether applicant's formal, written Procurement Policy or the Federal Acquisitions

Contractor: Provide a description of the product or services to be procured by contract and an estimate of the cost. Applicants are encouraged to promote free and open competition in awarding contracts. A separate justification must be provided for sole source contracts in excess of \$100,000.

Item	Computation	Cost
Project Manager	\$0.00	\$0.00
Subtotal		\$0.00
CONSULTANTS/ CONTRACTS TOTAL		\$0.00

Budget Summary--When you have completed the budget worksheet, transfer the totals for each category to the spaces below. Compute the total costs and the total project costs. Indicate the amount of Federal requested and the amount of non-Federal funds that will support the project.

Budget Category	Amount
A. Personnel	\$0.00
B. Fringe Benefits	\$0.00
C. Travel	\$10,632.00
D. Equipment	\$0.00
E. Supplies	\$10,856.00
F. Construction	\$0.00
G. Consultants/Contracts	\$0.00
H. Other	\$0.00
Total Direct Costs	\$21,488.00
I. Indirect Costs	\$0.00
TOTAL PROJECT COSTS	\$21,488.00
Federal Request	\$21,488.00
Non-Federal Amount	\$0.00

NOTE: If a Non-Federal amount is entered, make sure those items for which they will be used must be incorporated into your overall budget. Indicate clearly throughout you budget narrative and detail worksheet for which items these funds will be used.

BUDGET NARRATIVE

The Los Angeles Body-Worn Technology and Accountability Program (LABTAP) Los Angeles Police Department (Local and Federal Shares)

Note: Purchasing BWCs in bulk has allowed the LAPD to negotiate with the vendor to obtain more cameras, a reduction in charges for storage, replacements of cameras after a year, and updates in software.

Year 1 Budget Justification

A. Personnel Total \$0

The Project Director, Maggie Goodrich, will donate 10% of her time to this project. She will oversee the entire project, including the acquisition and implementation of the technology, training, and the collection of police performance measures.

Subtotal: \$0

The Technology Expert, Sgt. Dan Gomez, will donate 10% of his time to the project. He will assist in the deployment of the cameras, and with his team, provide training in the field on the technology and its practical application.

Subtotal: \$0

B. Fringe Benefits Total \$0

C. Travel Total \$10,632.00

To conduct this project, the Project Director and Technology Expert will travel from Los Angeles, CA to regional and national conferences. They will participate in the BJA-mandated trips to Washington DC and one regional training. In addition they will attend annual meetings of the International Association of Chiefs of Police, the Police Executive Research Forum and one other conference.

Travel for Project Director

Airfare: 3 trips x 1 person x \$500 r/t airfare	=	\$1,500
Subsistence/Per Diem: 4 days per diem x \$71/day x 1 person x 3 trips	=	\$852
Lodging: 4 nights lodging x \$162/night x 1 person x 3 trips	=	\$1,944
Rental Car: 4 days x \$60/day x 1 person x 3 trips	=	\$720
Parking, cabs, tolls: 4 days x \$25/day x 1 person x 3 trips	=	\$300

Total **\$5,316**

Three, four-day trips are planned for the Project Director from Los Angeles, CA to attend the BJA-mandated regional and national meetings. In addition she will attend conferences for IACP, PERF and one other organization to participate in discussions and trainings on best practices for BWCs at a cost of approximately \$1,772.00 per trip or \$5,316.00 for year one of the project period.

Travel for Technology Expert

Airfare: 3 trips x 1 person x \$500 r/t airfare	=	\$1,500
Subsistence/Per Diem: 4 days per diem x \$71/day x 1 person x 3 trips	=	\$852
Lodging: 4 nights lodging x \$162/night x 1 person x 3 trips	=	\$1,944
Rental Car: 4 days x \$60/day x 1 person x 3 trips	=	\$720
Parking, cabs, tolls: 4 days x \$25/day x 1 person x 3 trips	=	\$300

Total **\$5,316**

Three, four-day trips are planned for the Technology Expert from Los Angeles, CA to attend the BJA-mandated regional and national meetings. In addition he will attend conferences for the IACP, PERF and one other to participate in discussions and trainings on best practices for BWCs at a cost of approximately \$1,772.00 per trip or \$5,316.00 for year one of the project period

Total **\$10,632**

D. Equipment Description **Total \$0**

E. Supplies **Total \$967,880.00**

Body Worn Cameras are budgeted at \$1,079.92 for 740 cameras to be implemented during this project and deployed to LAPD officers at a total cost of \$799,140.80. Each body camera is

paired with a mobile device that is used by an officer to review and tag video in the field (examples of a video “tag” include: felony arrest, misdemeanor arrest, citation, etc.). The LAPD will purchase the mobile devices through an existing City contract. *Mobile Devices* are budgeted at \$199.68 for 740 devices at a total cost of \$147,763.20.

Matching Funds: Body Worn Cameras are budgeted at \$1079.92 for 2,963 cameras to be implemented during this project and deployed to LAPD officers at a cost of \$3,199,802.96. *Mobile Devices* are budgeted at \$199.68 for 2,963 devices to be purchased during this project and deployed in conjunction with the cameras at a cost of \$591,651.84.

High Resolution Computers and Video Software are budgeted for \$2,500 for 4 units (1 units for each bureau) to view the footage obtained from the BWCs at a total cost of \$10,000.

Prosecutor Licenses to Review Evidence is budgeted for \$468 per license for 20 licenses for the Los Angeles County District Attorney’s Office and the Los Angeles City Attorney to view and use the footage at a cost of \$9,360 for year one.

General office and training supplies are budgeted at \$134.67 per month for 12 months of the project period and are used to carry out the trainings and day-to-day activities of the program at a cost of \$1,616.

F. Construction	Total \$0
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G. Consultants/Contracts	Total \$0
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<i>Consultants:</i>	<i>Sub Total \$0</i>
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<i>Consultants Expenses:</i>	<i>Sub Total \$0</i>
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H. Other Costs	Total \$0
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I. Indirect Costs	Total \$0
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Year 1 Total Costs to BJA: \$978,512.00 is budgeted for total direct costs.

Year 1 Total Costs to the City of Los Angeles: \$3,791,454.80

Year 1 Overall Costs: \$4,769,966.80

**The Los Angeles Body-Worn Technology and Accountability Program (LABTAP)
Los Angeles Police Department
Year 2 Budget Justification**

J. Personnel Total \$0

The Project Director, Maggie Goodrich, will donate 10% of her time to this project. She will oversee the entire project, including the acquisition and implementation of the technology, training, and the collection of police performance measures.

Subtotal: \$0

The Technology Expert, Sgt. Dan Gomez, will donate 10% of his time to the project. He will assist in the deployment of the cameras, and with his team, provide training in the field on the technology and its practical application.

Subtotal: \$0

K. Fringe Benefits Total \$0

L. Travel Total \$10,632.00

To conduct this project, the Project Director and Technology Expert will travel from Los Angeles, CA to regional and national conferences. They will participate in the BJA-mandated trips to Washington DC and one regional training. In addition they will attend annual meetings of the International Association of Chiefs of Police, the Police Executive Research Forum and one other conference.

Travel for Project Director

Airfare: 3 trips x 1 person x \$500 r/t airfare	=	\$1,500
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Subsistence/Per Diem: 4 days per diem x \$71/day x 1 person x 3 trips	=	\$852
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Lodging: 4 nights lodging x \$162/night x 1 person x 3 trips	=	\$1,944
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Rental Car: 4 days x \$60/day x 1 person x 3 trips	=	\$720
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Parking, cabs, tolls: 4 days x \$25/day x 1 person x 3 trips	=	\$300
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Total		\$5,316
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Three, four-day trips are planned for the Project Director from Los Angeles, CA to attend the BJA-mandated regional and national meetings. In addition she will attend conferences for IACP, PERF and one other organization to participate in discussions and trainings on best practices for BWCs at a cost of approximately \$1,772.00 per trip or \$5,316.00 for year two of the project period.

Travel for Technology Expert

Airfare: 3 trips x 1 person x \$500 r/t airfare	=	\$1,500
Subsistence/Per Diem: 4 days per diem x \$71/day x 1 person x 3 trips	=	\$852
Lodging: 4 nights lodging x \$162/night x 1 person x 3 trips	=	\$1,944
Rental Car: 4 days x \$60/day x 1 person x 3 trips	=	\$720
Parking, cabs, tolls: 4 days x \$25/day x 1 person x 3 trips	=	\$300

Total **\$5,316**

Three, four-day trips are planned for the Technology Expert from Los Angeles, CA to attend the BJA-mandated regional and national meetings. In addition he will attend conferences for the IACP, PERF and one other to participate in discussions and trainings on best practices for BWCs at a cost of approximately \$1,772.00 per trip or \$5,316.00 for year two of the project period.

Total **\$10,632**

M. Equipment Description **Total \$0**

N. Supplies **Total \$10,856.00**

Prosecutor Licenses to Review Video Footage on Evidence.com is budgeted for \$468 per license. Twenty (20) licenses for the Los Angeles County District Attorney's Office and the Los Angeles City Attorney will be purchased to view and use the footage at a cost of \$9,360 for year two.

General office and training supplies are budgeted \$124.67 per month for 12 months of the project period and are used to carry out the on-going trainings and day-to-day activities of the program at a cost of \$1,496.

O. Construction **Total \$0**

P. Consultants/Contracts **Total \$0**

Consultants: **Sub Total \$0**

Consultants Expenses: **Sub Total \$0**

Contracts **Sub Total \$0**

Q. Other Costs **Total \$0**

R. Indirect Costs **Total \$0**

Year 2 Total Costs: \$21,488.00 is budgeted for total direct costs.

The two-year total costs for the BJA budget: $\$978,512.00 + \$21,488.00 = \$1,000,000.$

The two-year total cost for the City of Los Angeles is \$3,791,454.80

Total Budget for LABTAP is \$4,791,454.80

The Los Angeles Body-Worn Technology and Accountability Program (LABTAP)

CATEGORY 1: IMPLEMENTATION OF NEW BWC PROGRAM FOR LARGE AGENCIES. Competition ID: BJA-2015-4169 (Cooperative Agreement).

Introduction

Under the Bureau of Justice Assistance (BJA) Body Worn Camera Program, the Los Angeles Police Department (LAPD or Department) seeks funds to purchase body-worn cameras (BWCs) and to fully plan for their use. Known as the Los Angeles Body-worn Technology and Accountability Program (LABTAP), this BJA project will include the active participation of the Los Angeles County District Attorney's Office (LADA) and the Los Angeles City Attorney (LACA) in determining how they will use video footage for evidence and prosecution of cases.

Importantly, LABTAP has two goals: 1) Implement a careful and thoughtful process to appropriately adopt and use BWCs across the criminal justice system; and 2) Integrate research and evaluation findings into policies and practices for BWCs. The LAPD is one of two sites in the country (the other is Las Vegas) currently participating in a National Institute of Justice (NIJ) evaluation grant to examine and assess the technological features of BWCs, including storage, data analytics, battery life, and other components. The evaluation is measuring outcomes related to police officer behavior, specifically whether BWCs lead to reductions in uses of force, civilian complaints, and other events. Findings from the study will help inform LABTAP and BWC projects across the country and internationally.

Until now, the NIJ evaluation relied upon data from body worn cameras currently deployed in two of LAPD's 25 Divisions. Cameras for the NIJ study were supported by

private funds donated to the Los Angeles Police Foundation. With the addition of the BJA grant, the LAPD will outfit more than 4,500 personnel with cameras covering 25 Divisions, ensure that prosecutors have access to video footage and are trained appropriately, and involve public defenders and the courts in the implementation process.

Section 1: Statement of the Problem

Over the last year, police use of BWCs has increased dramatically, public and media scrutiny of the technology has intensified, and commercial offerings of BWCs have risen (NIJ 2014). In the aftermath of the police involved fatalities of Michael Brown in Ferguson, Eric Garner in Staten Island, and Freddie Gray in Baltimore, the public's trust in police is at a low point. In LA, officer-involved shootings and use of force incidents have created some controversy, but because of the Department's positive relationships with LA's diverse communities¹, civil disorders have not arisen. Nonetheless, the need for accountability and maintaining the public trust continues to be a major part of the LAPD's strategy of partnership policing.

New ways to improve public trust are being tested and discussed nationally, one of which is to use BWCs for accountability purposes. But there is much to be learned about BWCs. The White House/OJP/BJA expert panel in February 2015, the COPS Office/PERF guide on BWCs (Miller, Toliver and PERF 2014), and recent research findings (White 2013) have led to numerous questions regarding privacy, impact on communities, law enforcement policies, costs, technical aspects of the cameras, data storage, and other issues related to BWCs. Further, Prosecutor Best Practice Committees from around the country (e.g., see Colorado and Merzon, 2014) have strongly urged that district attorneys and city prosecutors be involved in the implementation process. Their

role in developing appropriate policies and in using video as evidence is critical to the adjudication process, but heretofore has been largely underrepresented. These issues will be addressed appropriately and carefully to ensure that the technology serves its purpose of ensuring justice across the system.

One of the major problems in policing in general, and with technology in particular, is the lack of strong empirical links between policy, practice, and evaluation. In many instances technologies are adopted with minimal regard for consideration of the effects of that technology on use, costs, policies, and practice. Carefully conceived process and impact evaluations of the technology on police and the community are rare. When evaluations *are* performed, the findings are seldom put into effect immediately, if at all. In this instance, however, under LABTAP, the LAPD has the ability to integrate BWC findings from an on-going NIJ-funded evaluation with practice in the field, and with BWC policies that have already been developed and with new policies that will be developed.

The major advantage of this proposed project is that LABTAP will draw upon results from the NIJ study that includes prominent researchers from Justice & Security Strategies (Dr. Craig Uchida), UCLA (Dr. Jeff Brantingham), and George Mason University (Dr. Stephen Mastrofski). The evaluation consists of robust social science methods, including an experimental design, officer surveys, interviews with community members, systematic social observations, measurement of outcomes related to use of force and civilian complaints, and the effects of BWCs on crime. The research team is working closely with the LAPD to measure these outcomes, and the LAPD will use the findings to make ongoing adjustments to its policies and practices.

A second advantage is the involvement of the Los Angeles County District Attorney (LADA) and the Los Angeles City Attorney (LACA) in the planning and implementation process with respect to digital multimedia evidence (DME) policies and usage, and larger issues of storage, retention, and expungement.

The timing of implementing BWCs throughout the City of LA, improving and extending BWC policies, and including the LADA and LACA could not be better. By concurrently using evaluation findings with the proposed plan for the implementation of LABTAP, the LAPD will indeed practice what has been preached – it will follow an evidence-based/research-focused approach.

Demographics

Los Angeles, California, is the second largest city in the United States with a population of nearly 3.8 million residents distributed over 472 square miles. The LAPD is the third largest police force in the U.S. with nearly 10,000 sworn officers and over 2,800 civilian employees. Chief Charlie Beck oversees the Department that is divided into 21 separate patrol divisions and four traffic divisions (25 total Divisions), organized into four bureaus, which cover the service area. In 2014, the LAPD made 23,733 Part I Crime arrests and 118,294 Part II Crime arrests. Officers responded to nearly 800,000 calls for service from LA residents and businesses.

Section 2: Project Design and Implementation

LAPD and LABTAP

How is this project addressing specific concerns raised above? What is the local knowledge on BWCs and what, more generally has been gleaned regarding strengths, weaknesses and potential for BWCs?

The LAPD has examined the use of BWCs for nearly four years, but is still in the early stages of a NIJ study on BWCs. The Department has followed a 'make haste slowly' approach; that is, it has carefully selected a specific camera and written procedures for their use (see Appendix 2), but has yet to implement a full program, hence the proposed operationalization of LABTAP through BJA funding and the match. Ultimately, the LAPD and City estimate that nearly 7,000 cameras will need to be deployed for officers serving in an enforcement capacity.

Local Knowledge and General BWC Practice

The LAPD is aware of both the positive aspects of cameras as well as their limitations. Among the positive aspects, the Department recognizes that video footage can provide compelling evidence in criminal prosecutions by recording events, statements, searches and other elements in the early stages of an investigation. Cameras should also promote accountability of the work of officers and thus, enhance community relations. Behavior of both community members and officers should be improved because they know their conduct is being recorded. This also means that safety should be increased, leading to a reduction in use of force events. For police officers, frivolous complaints about their conduct should be reduced and, if complaints are made, the time required for the disposition of those complaints should be reduced. This will also save the LAPD time and money. Lastly, the Department will be able to enhance training, by utilizing real life examples as educational tools.

In terms of limitations, the LAPD is aware of the large investment it is making in this technology as it pertains to the cost of hardware, software, storage, personnel, and training. Second, managing, storing, and providing discovery of video footage are time

consuming tasks that require manpower. Third, privacy concerns are complex and have multiple layers. For example, the privacy of people's homes, taking statements from witnesses, complainants, and informants, the privileged domains of attorney-client, doctor-patient, or marital situations, as well as the privacy of officers themselves all must be considered. Inadvertent filming of personal, embarrassing, or irrelevant events may also occur. Lastly, and importantly, there are a number of misconceptions about the cameras – they are not the panacea for capturing all aspects of encounters or ensuring public trust, nor are they always equal to or better than humans at capturing events.

Implementation of Body Worn Cameras: LABTAP

The major goals of LABTAP are: 1) Implement a careful and thoughtful process to appropriately adopt and use BWCs across the criminal justice system and 2) Integrate research and evaluation findings into policies and practices for BWCs.

To achieve these goals, LABTAP involves three phases. The first is the LAPD NIJ study, which is already underway. The second phase will be the BJA implementation program that will involve planning for inclusion of criminal justice agencies, the integration of NIJ evaluation findings into the process, the development of training, and a determination that all of the issues regarding BWCs are addressed. The third phase is the BJA Citywide deployment program that will involve the deployment, continued training, and measurement of outcomes of BWCs.

Phase I. LAPD Evaluation

Under the NIJ study, two cameras were selected for a field test, and a small sample of officers (n=32) tested them. LAPD staff conducted research on a number of BWCs on the market and looked at cameras that had a long battery life (10-12 hours), were easy to

use, and where video could be stored efficiently. Costs of the cameras and storage were also examined closely. Ultimately, one camera was selected and cameras for the NIJ study were donated by the Los Angeles Police Foundation. These cameras will be evaluated in Mission and Newton Divisions in summer 2015.

As cameras were being tested, LAPD staff began writing policies and procedures for their use. These 28 procedures, approved by the Police Commissionⁱⁱ in April 2015, answer some of the issues raised in the PERF/COPS Office document. For example, officers are instructed to turn on the devices "prior to initiating any investigative or enforcement activity involving a member of the public, including *all* traffic stops, pedestrian stops, calls for service..." (see Appendix 2, page 2 for the complete list). Exceptions to this procedure, include witnesses or victims that "refuse to provide a statement if recorded and the encounter is non-confrontational." In other situations, the officer is allowed to use his/her discretion to turn the camera off (e.g., victim's emotional state or age, victims of sexual assault).

Other procedures include a prohibition on modifying recordings, and officers are not allowed to record briefings, meetings or while in private spaces (locker rooms or restrooms). Training on the technology and policy is required for all officers. Officers must identify the event type and other information that best describes the content of the video, and they must upload all data at the end of each shift.

Officers must view recordings prior to documenting an incident, arrest, search, interview, non-categorical use of force, or other enforcement or investigative activity. An officer who is involved in a categorical use of force (e.g., officer involved shooting), however, cannot view the footage until authorized by the Force Investigation Division

investigator.

The procedures also include the roles and responsibilities of supervisors, watch commanders, trainers, commanding officers, and the Information Technology Bureau.

A number of procedures have yet to be addressed, including the specific role of the prosecutor (LADA and LACA), how video footage will be directly linked to reports, and when/how officers retrieve footage for testifying at trial. It is anticipated that the current funding proposal will lead to a collaborative process in resolving these issues in the near term and more importantly, monitoring whether these initial decisions optimize justice and safety concerns in the local criminal justice system.

The NIJ evaluation (Grant Number 2014-R2-CX-0101) is currently underway and with a number of results anticipated by fall 2015. The research team will provide answers to questions about how the cameras are used in the field, how police and community members feel about privacy, how police behavior changes in terms of uses of force, civilian complaints, and law suits, how police interact with the community, and whether cameras lead to crime reduction. Presumably, BWCs should strengthen cases and lead to speedier pleas and case dispositions. In addition, specific footage should enhance training curricula by providing 'real-life' scenarios of police-citizen encounters. For police performance, BWCs should provide supervisors with information about how officers react to specific situations and how they might be improved. Finally, the evaluation will provide information about the effectiveness of policies and procedures.

The research team will use data from the LAPD's Risk Management Information System (RMIS), also known as TEAMS II (see pages 15-16). These data include all uses of force, civilian complaints, lawsuits, traffic collisions, and pursuits since March 2007 for

every officer. For example, the chart and table in Appendix 3 show the trend lines and numbers of uses of force and civilian complaints from 2000 to 2014 by month. The trend lines show a decrease in civilian complaints, but a somewhat steady pattern for uses of force. More analyses will be conducted to determine whether and how BWCs may affect these trends.

Surveys of officers in Mission and Newton Divisions will be conducted at three different time periods to gauge their changes in perceptions of the cameras. Focus groups with community members and organizations will be conducted within each of the Divisions. Finally, but importantly, trained observers will ride with officers who wear the cameras and those who do not to determine whether and how behavior of officers changes. By using these methods, the Department will have empirically-based answers to many of the questions that have been posed nationally and internally. In addition, the research findings should have important policy implications that will be considered and integrated into the procedures and practices for BWCs.

Phase II. BJA Implementation Program – Policies and Training

During Phase II, the LAPD will continue to develop its procedures and enhance its BWC training programs. Using the research findings described above, the Department will specifically focus on the issues defined in the COPS Office/PERF publication (Miller, Toliver & PERF 2014) -- 1) Privacy considerations, 2) Impact on community relationships, 3) Addressing officer concerns, 4) Managing expectations, and 5) Financial considerations. Technical considerations will also be reviewed and LABTAP will incorporate collaborative agreements with the LADA and LACA.

The first six months of the LABTAP will include the development of additional

procedures and training and the establishment of a working relationship with the BJA Training and Technical Assistance provider to ensure that the COPS Office guide has been followed.

The Role of Prosecutors

The LADA and LACA are important components of this project (letters of support are included in Appendix 5). The LADA has jurisdiction throughout the county and reviews over 70,000 cases annually, of which about 23,000 arrests are from the LAPD. The LACA is one of the largest municipal law offices in the nation, with a staff of nearly 500 attorneys. The Criminal Division prosecutes all misdemeanor criminal offenses and infractions committed within the City. The average number of cases reviewed each year totals 90,000, resulting in the filing of 70,000 misdemeanor cases each year.

Both prosecutor offices are concerned about the manner in which BWCs will result in evidence for individual arrests. In particular, prosecutors have raised a number of important questions about the chain-of-custody of video footage: Who views the video? Who has access? How and where are videos stored? Who is tasked with sorting and tagging recordings? How do officers link the video to arrest reports?

They are also concerned about the policies that give officers discretion over the video recordings, as they will impact criminal prosecutions. BWC footage could capture essential evidence of crimes whether catching a suspect in the act, recording admissions or documenting physical evidence recovered at a crime scene. Whenever a body-worn camera recording is introduced in court, officers will be required to explain, through their reports/testimony, why they turned the camera on to record an incident, and more significantly, why they decided not to turn on the camera, or why they turned it off at

some point during the event.

Stakeholders Meetings and Discussions: The LABTAP Steering Committee

The LAPD has already begun meeting with the LADA and LACA to discuss the ramifications of BWCs. Under the grant, the LABTAP Steering Committee will be formally constituted and will convene monthly meetings with appropriate agendas, tasks, action items and take-aways. As meetings progress, other agencies will be invited to participate, including members of the public defender's office, judges, U.S. Attorneys, and Federal law enforcement entities (FBI, DEA, and ATF).

LABTAP Training

A formal LABTAP training plan will be developed during Phase II. The plan will include training curricula for all police personnel and for criminal justice agencies (prosecutors, courts, and public defenders). At a minimum, elements of the plan will address: who receives and conducts the training; what will be taught; and how the training will be delivered.

1. Who receives training? Who are the trainers?

LAPD personnel, both civilian and sworn, will receive appropriate training on BWCs. Curricula will be developed and created for different levels and users of BWCs: command staff, supervisors, officers, new recruits and investigators. Criminal justice partners, including prosecutors, the courts, and public defenders will also receive training appropriate to their involvement and need.

Currently, the most knowledgeable trainers are from LAPD's Tactical Technology Section of the Information Technology Bureau. They will work with Training Academy personnel and criminal justice partners to determine the levels and types of training that

will be needed. Train-the-trainer courses will be conducted for police, prosecutors, and other criminal justice agencies.

2. What is being taught?

At a minimum, the curriculum will include the following topics:

1. Technical aspects of BWCs -- review, access, storage, retention and redaction
2. The human aspect of BWCs -- privacy concerns for the police and public
3. LABTAP policies and procedures
4. Results of the research team's evaluation
5. Managing expectations of police and the public
6. Roles of commanders, supervisors, officers, investigators and technology staff
7. Roles of the prosecutor and criminal justice agencies
8. Using BWC footage in court -- discovery, evidence and testimony

3. How will training be conducted?

Training will follow adult learning processes. With technologies like BWCs, interactive, hands-on methods, coupled with minimum lecture material will lead to a better understanding of how to use the cameras. For example, as part of the training section on "Technical Aspects of BWCs," cameras will be provided to each trainee to demonstrate their use, how to review footage, how to clip them on, and so forth.

Scenario-based training with trainees acting as users, community members, witnesses, and observers provide the class with 'quasi-real' situations that can distinguish when it is important to turn the cameras on/off, and what types of questions will be asked by community members (e.g., 'are you videoing me?').

Phase III. BJA Deployment Program - Deployment, Training and Measuring Outcomes

The third phase of the project includes deploying the cameras to the remaining 23 LAPD Divisions, training personnel in the Department and criminal justice agencies, and continuing to measure outcomes.

Training for LAPD personnel will occur based on the deployment of the cameras at each Division. Installation of docking stations (electrical and internet wiring), training, troubleshooting any glitches, and manpower to handle these tasks preclude the deployment of all of the cameras at one time. As part of the Phase II planning process LABTAP will determine the order in which Divisions will receive cameras. Training for prosecutors, judges, and public defenders will take place in the first months of Phase III as arrests and potential prosecutions dictate the need for early training.

To measure outcomes of BWCs on citizen complaints, use of force, and other behaviors, the LAPD will rely on its RMIS/TEAMS II data. The research team conducting the NIJ evaluation (Justice & Security Strategies) will assist in providing the information to BJA on a quarterly and semiannual basis.

Section 3: Capabilities and Competencies

The LAPD has extensive experience in managing and overseeing projects of this magnitude. In 2014, the Department received 14 grants from a variety of funding agencies including BJA and NIJ totaling \$6.5 million. In particular, the Department has received \$900,000 from BJA for its Smart Policing Initiative and \$1,143,818 from NIJ for eliminating the DNA Backlog.

Staffing

Ms. Maggie Goodrich, Sgt. Dan Gomez, Ms. Nichole Trujillo, and a project manager (TBD) will be involved in the project. Ms. Goodrich and Sgt. Gomez have a deep understanding of BWCs and served as panelists at the White House/BJA-sponsored "Body-Worn Camera Expert Panel" in February 2015.

Maggie Goodrich, J.D., LAPD Chief Information Officer, will serve as the Project

Director. Ms. Goodrich oversees all technology, grant funding, contracts and procurement processes for the LAPD. Ms. Goodrich joined the LAPD in November 2006 when she served as the Commanding Officer for the TEAMS II Development Bureau established under the federal Consent Decree with the US DOJ.

Prior to joining the LAPD, Ms. Goodrich served as a Policy Director for Homeland Security and Public Safety for Mayor Antonio Villaraigosa in the City of LA, and prior to that, she worked as a litigation associate for the law firm Howrey LLP. Prior to entering the legal field, Ms. Goodrich served as an IT Project Manager in the software development and eCommerce arenas. She will supervise the overall project, the acquisition and implementation of the technology, the faithful execution of the research design, and the collection of police performance measures.

A Project Manager will be hired to manage the day-to-day operation of the project, ensuring that all facets of the project are implemented. The Project Manager will work closely with the LABTAP team within the Department and the LABTAP Steering Committee, including the LADA's Office and the LACA's Office. The Project Manager will work directly for Ms. Goodrich.

LAPD Sergeant Dan Gomez is the Department expert on BWCs and technology. He will assist in the deployment of the cameras, and with his team, provide training in the field on the technology and its practical application. Sergeant Gomez has been with the LAPD more than 20 years, and serves as the Officer-In-Charge of the LAPD's Tactical Technology Section, where he oversees the research, development, and testing of all new and emerging technology that may impact field operations for the LAPD. Sergeant Gomez serves as the expert on LAPD in-car video, BWCs, license plate recognition,

CCTV, and the design of the advanced patrol vehicle. Sergeant Gomez regularly appears as an expert on national panels and forums on a wide variety of law enforcement technical and related policy matters.

Management Analyst Nichole Trujillo will serve as the Grant Manager. She will manage the quarterly financial and performance measure reports. Ms. Trujillo serves as the lead Grant Specialist for the LAPD's Grants Section.

Policy development and implementation

The LAPD has adopted and implemented data-driven, research-based efforts since 2009 with the Smart Policing Initiative (SPI). Through SPI, the Department began Operation LASER (Los Angeles' Strategic Extraction and Restoration Program) that targets hot spot corridors and chronic offenders. Using data from crime incidents and calls for service, Newton Division's Crime Intelligence Detail identified areas and individuals that were causing the most violent problems for the Division. By engaging in high visibility patrol and other tactics, Newton Division showed statistically significant reductions in homicides, robberies, and other violent crimes. As a result of the success of LASER, the Department is institutionalizing the program and expanding its use to three other divisions that experience violent crime.

Technology capabilities including previous systems implementation projects

During the last decade the LAPD has become a data-driven, technology-oriented police department that emphasizes outcomes of efficiency and effectiveness. In addition to LASER, three different examples demonstrate the direction that the Department has taken to increase its technological capabilities.

First, under the Consent Decree with the US DOJ, the LAPD created an early

intervention system, referred to as TEAMS II (Training Evaluation and Management System II). It is one of the most comprehensive databases on officer performance available. TEAMS II collects information from 14 separate systems and analyzes data for all sworn officers in the Department. This information is compiled in the Risk Management Information System (RMIS) and is used in two ways: to assess employee performance and to analyze risk management. That is, RMIS is designed to examine employee outcomes across five domains: use of force, citizen complaints, claims and lawsuits, preventable vehicle crashes, and vehicle pursuits. The database consists of over 40 million lines of data that enable the Department to identify officers who may be on the verge of engaging in at-risk behavior.

A second innovation is the adoption of a platform called Palantir. This system enables crime analysts, officers, and detectives to search LAPD's data in a single place, using a single password to discover associations and connections between internal and external sources. At least 20 databases are now linked to Palantir including crime incidents, arrests, field interviews, calls for service, license plate readers, and citizen tips. The system includes data from Long Beach, the LA Sheriffs Department and 30 other local law enforcement agencies. Among its functionalities, Palantir creates visual work-ups of criminal networks, places crime incidents on maps, and allows crime analysts and detectives to find suspects, vehicles and locations quickly and easily.

A third example is the use of a predictive policing tool (PredPol) to guide deployment of officers where they are needed the most. Using a mathematical algorithm developed at UCLA, LAPD tested the premise that property crimes (e.g., burglary and burglaries from motor vehicles) can be predicted at specific locations at specific times.

Using an experimental design, researchers at UCLA found that predictive analytics had more predictive accuracy than crime analysts and by chance. As a result of this research, the Department adopted PredPol and is using the tool in at least five (of 25) divisions.

Mobile technology deployments

The Department is currently testing different mobile applications to increase efficiency and eliminate paper. "Going mobile, going digital" is the major initiative for the Information Technology Bureau. As such, the Mobile Field Interview is being tested. Officers currently use 3" X 5" cards when they interview citizens in the field. Those cards are data entered by records clerks. To eliminate the use of paper and data entry, a vendor is working to create an app and to provide a platform to customize the interface.

Another mobile technology project includes creating a process and app to account for officers who are involved in special events. Large-scale sporting events like the Special Olympics, LA Marathon, and post-championship parades as well as protests and un anticipated events often require over 500 officers. To check-in officers, keep track of their locations and account for time on the job, a mobile app is being developed.

Describe previous law enforcement programs and initiatives that required broad community and stakeholder engagement and report the results of those efforts.

LAPD is a leader in pursuing, facilitating and sustaining collaborative models. One of the best examples is the 20-year partnership with the L.A. County Department of Mental Health (LACDMH). The LACDMH is the largest county mental health department in the country and directly operates 175 program sites and contracts with approximately 1,000 providers. The LAPD and LACDMH created and developed police/mental health co-responder teams, known as System-wide Mental Assessment Response Team (SMART). This collaboration grew from two agencies in 1995 to 14 in 2015,

including local, county, state and national government agencies, non-profit mental health and autism organizations, and multiple hospitals.

The goal of SMART is to effectively link people with mental illness to appropriate mental health services. SMART focuses on people with mental illness who repeatedly called the police or who were subjects of many calls for service. Over the years, the program has expanded the collaboration and enhanced the depth of services provided. They identify emerging needs, create data systems to provide information, and engage key stakeholders to create long-term solutions. In 2005, LAPD created a Case Assessment and Management Program (CAMP) to construct customized responses to subjects receiving SMART services. CAMP opens 15-20 new cases per week and never closes a case. CAMP pairs police detectives with a psychologist, nurses and/ or social workers to develop long-term solutions to each individuals specific needs.

Section 4: Program Continuity and Sustainability

The City and LAPD take a broad view of program continuity and sustainability for LABTAP. Mayor Eric Garcetti and Chief Beck expressed their desire to increase public trust and accountability by purchasing and implementing BWCs in every LAPD Division by 2017. In anticipation of the BJA solicitation, they encouraged the City Council to approve funds for the match in early 2015.

Chief Beck is committed to program continuity and sustainability because he is mindful of 1) the specific goals of the approach, 2) the budgetary needs of the project, and 3) the essential components that lead to success for the project.

Chief Beck is committed to the goals of LABTAP to implement a careful and thoughtful process to appropriately adopt and use BWCs across the criminal justice

system and to integrate research and evaluation findings into policies and practices for BWCs. He has expressed the need for the LAPD to use data and integrate findings into everyday policies and decision-making.

Second, the budgetary needs of the project include costs for a program manager, body-worn cameras, and software licenses for the LADA and LACA. The position of the project manager, which is critical to LABTAP, will be funded by the City and will reside within the Information Technology Bureau (ITB).

Third, the essential components that lead to the success of the LABTAP will be known when the process and impact evaluations are completed. The Research Team funded under the NIJ evaluation will provide findings and recommendations that speak to what worked and what did not and thus provide LABTAP with useful results going forward. These results will be used to make the case to the Mayor and the City Council to invest General Fund dollars into LABTAP.

Section 5: Plan for Collecting the Data Required for this Solicitation's Performance Measures and Sustainment

The measures required by this cooperative agreement under the Government Performance and Results Act (GPRA) of 1993 will be collected and reported on by the LAPD. As part of the requirements of the cooperative agreement, the LAPD will submit performance metric data quarterly and work with the TTA provider as indicated in the RFP.

For this project the following objectives will be reported on, with the appropriate measures requested by BJA:

1. Improve transparency and accountability in encounters between police and the public by deploying body-worn cameras (BWC) and train law enforcement personnel on appropriate BWC privacy policies and operational procedures;

2. Establish privacy policies and operational procedures governing body-worn cameras (BWC) that are transparent, accessible to the public and address BWC issues involving legal liabilities of FOIA, civil rights, domestic violence, juvenile groups, and victim's groups;
3. Implementation of a BWC program developed in a planned and phased approach that first achieves broad stakeholder, local political leadership, community engagement and then leverages partnership input to address policy, training, deployment and ultimately procurement-related requirements.

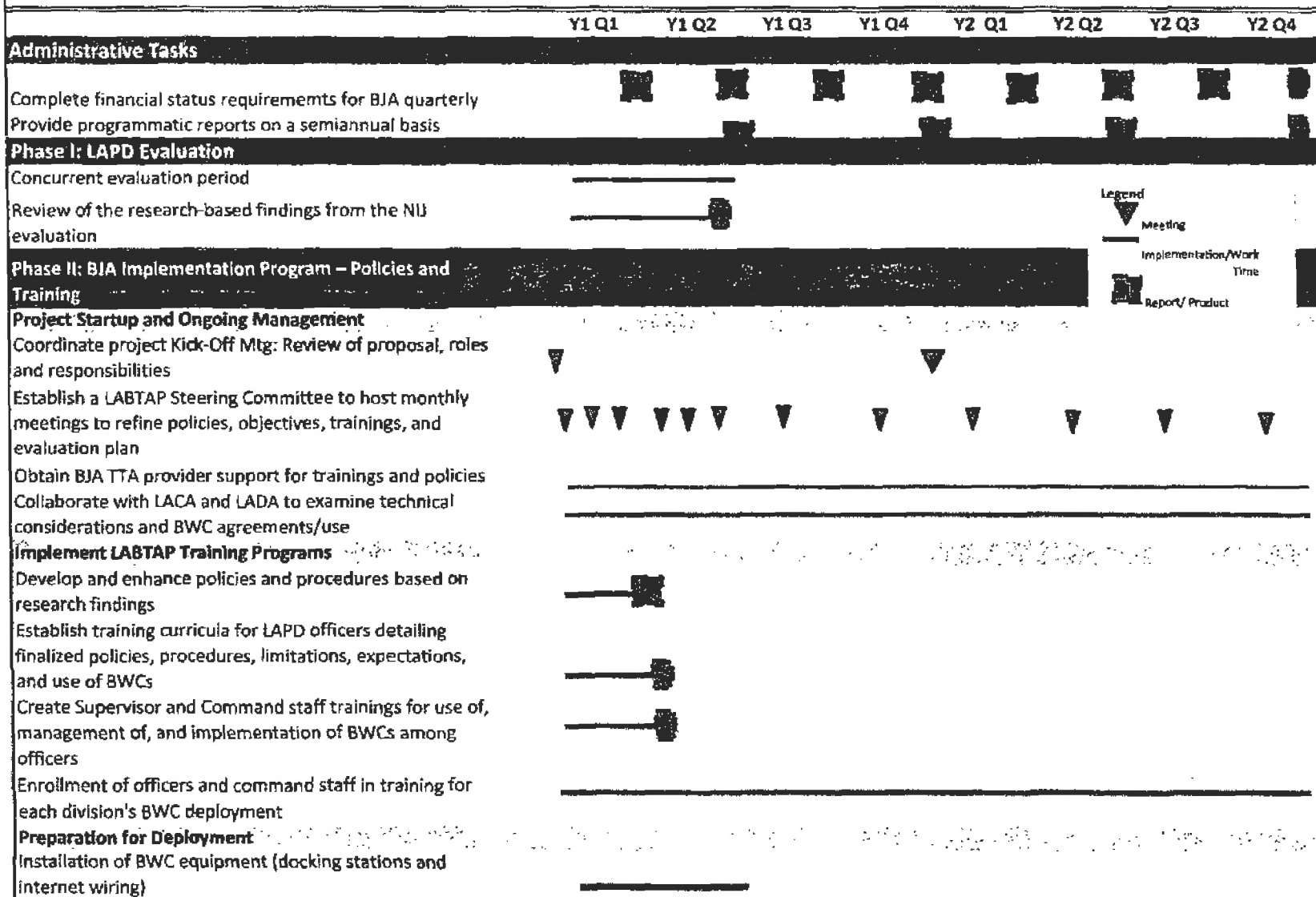
Appropriate measures include the number of officers who are eligible for BWCs, those using the cameras under the grant, and all personnel who receive training on policies and procedures, the use of the cameras, and on the analysis and management of cameras. Other measures include the number of policies that are created during the grant period, the number of public complaints that are made and substantiated/unsubstantiated, and the number of uses of force that are reported. Finally, the number of stakeholders and external partners who participate in the project and the number of new staff positions will be reported to BJA.

The LAPD is responsible for all federal reporting requirements, including quarterly financial reports and progress reports.

¹ According to the 2010 Census, the racial makeup of Los Angeles included: 1,888,158 Whites (49.8%), 365,118 African Americans (9.6%), 28,215 Native Americans (0.7%), 426,959 Asians (11.3%), 5,577 Pacific Islanders (0.1%), 902,959 from other races (23.8%), and 175,635 (4.6%) from two or more races.⁽⁸²⁾ Hispanics or Latinos of any race were 1,838,822 persons (48.5%).

ⁱⁱ The 5-member civilian Board of Police Commissioners serves as the head of the LAPD, functioning like a corporate board of directors. The Mayor appoints the commissioners.

Timeline: The Los Angeles Body-Worn Technology and Accountability Program (LABTAP)



	Y1 Q1	Y1 Q2	Y1 Q3	Y1 Q4	Y2 Q1	Y2 Q2	Y2 Q3	Y2 Q4
Complete troubleshooting of any glitches of BWCs and installation								
Phase III: BJA Deployment Program -Deployment, Training and Measuring Outcomes								
Deployment								
Deployment of BWCs to the remaining 23 divisions								
Continue ongoing training programs with all LAPD personnel								
Complete training programs for BWCs with the prosecutors, judges, and public defenders								
Log and assess camera technical performance issues								
Produce report documenting installation and initial use of cameras								
Measuring Outcomes								
Examine the effects on body-worn cameras on use of force by police officers and number of civilian complaints through TEAMS II								
Evaluate the relationship between police and community members after the establishment of body worn cameras								
Provide briefing on findings and recommendations								

ATTACHMENT C

LAPD Special Order No. 12

OFFICE OF THE CHIEF OF POLICE

SPECIAL ORDER NO. 12

April 28, 2015

APPROVED BY THE BOARD OF POLICE COMMISSIONERS ON APRIL 28, 2015

SUBJECT: BODY WORN VIDEO PROCEDURES - ESTABLISHED

PURPOSE: The purpose of this Order is to inform Department personnel of the responsibilities and procedures for the use and deployment of Body Worn Video (BWV).

PROCEDURE: Department Manual Section 3/579.15, *Body Worn Video Procedures*, has been established.

I. OBJECTIVES OF BODY WORN VIDEO. The following provisions are intended to provide LAPD Officers with instructions on when and how to use BWV to ensure reliable recording of enforcement and investigative contacts with the public. "Officers," as referenced below, include all sworn personnel. The Department has adopted the use of BWV by uniformed personnel to:

- Collect evidence for use in criminal investigations and prosecutions;
- Deter criminal activity and uncooperative behavior during police-public interactions;
- Assist officers with completing reports and providing testimony in court;
- Promote accountability;
- Assist in resolving complaints against officers including false allegations by members of the public; and,
- Provide additional information for officer evaluation, training, and continuous improvement.

Body Worn Video provides additional information regarding an investigative or enforcement contact with a member of the public. Body Worn Video recordings, however, provide a limited perspective of the encounter and must be considered with all other available evidence, such as witness statements, officer interviews, forensic analyses and documentary evidence, when evaluating the appropriateness of an officer's actions.

II. BODY WORN VIDEO EQUIPMENT. Body Worn Video equipment generally consists of a body-mounted camera with a built-in microphone and a handheld viewing device. The BWV camera is worn on the outside of an officer's uniform, facing forward to make video and audio recordings. The BWV video and audio recordings are stored digitally on the BWV camera and can be viewed on a handheld viewing device or an authorized computer. An officer cannot modify, alter, or delete video or audio once recorded by the BWV camera.

III. WHEN ACTIVATION OF BODY WORN VIDEO EQUIPMENT IS REQUIRED. Officers shall activate their BWV devices prior to initiating any investigative or enforcement activity involving a member of the public, including all:

- Vehicle stops;
- Pedestrian stops (including officer-initiated consensual encounters);
- Calls for service;
- Code 3 responses (including vehicle pursuits) regardless of whether the vehicle is equipped with In-Car Video equipment;
- Foot pursuits;
- Searches;
- Arrests;
- Uses of force;
- In-custody transports;
- Witness and victim interviews (except as specified below);
- Crowd management and control involving enforcement or investigative contacts; and,
- Other investigative or enforcement activities where, in the officer's judgment, a video recording would assist in the investigation or prosecution of a crime or when a recording of an encounter would assist in documenting the incident for later investigation or review.

IV. INABILITY TO ACTIVATE PRIOR TO INITIATING ENFORCEMENT OR INVESTIGATIVE ACTIVITY. If an officer is unable to activate his or her BWV prior to initiating any of these enforcement or investigative activities, the officer shall activate the device as soon as it is practical and safe to do so. As in all enforcement and investigative activities including vehicle and pedestrian stops, the safety of the officers and members of the public are the highest priorities.

V. RECORDING OF THE ENTIRE CONTACT. The BWV shall continue recording until the investigative or enforcement activity involving a member of the public has ended. If enforcement or investigative activity with a member of the public resumes, the officer shall activate the BWV device and continue recording.

VI. DOCUMENTATION REQUIRED FOR FAILING TO ACTIVATE BODY WORN VIDEO OR RECORDING THE DURATION OF THE CONTACT. If an officer is unable or fails to activate the BWV prior to initiating an enforcement or investigative contact, fails to record the entire contact, or interrupts the recording for any reason, the officer shall set forth the reasons why a recording was not made, was delayed, was interrupted, or was terminated in the comments field of the incident in the Computer Aided Dispatch (CAD) System, Daily Field Activity Report (DFAR), Form 15.52.00, Traffic Daily Field Activity Report, Form 15.52.01, Sergeant's Daily Report, Form 15.48.00, Metropolitan Division Officer's Log, Form 15.52.04 or Gang Enforcement Detail - Supervisor's Daily Report Form, 15.49.00.

Exceptions: Officers are not required to activate and record investigative or enforcement encounters with the public when:

- A witness or victim refuses to provide a statement if recorded and the encounter is non-confrontational;
- In the officer's judgment, a recording would interfere with his or her ability to conduct an investigation, or may be inappropriate, because of the victim or witness's physical condition, emotional state, age, or other sensitive circumstances (e.g., a victim of rape, incest, or other form of sexual assault);
- Situations where recording would risk the safety of a confidential informant, citizen informant, or undercover officer; or
- In patient-care areas of a hospital, rape treatment center, or other healthcare facility unless an enforcement action is taken in these areas.

VII. CONFIDENTIAL NATURE OF RECORDINGS. Body Worn Video use is limited to enforcement and investigative activities involving members of the public. The BWV recordings will capture video and audio evidence for use in criminal investigations, administrative reviews, and other proceedings protected by confidentiality laws and Department policy. Officers shall comply with all applicable laws and policies regarding confidential information including Department Manual Section 3/405, *Confidential Nature of Department Records, Reports, and Information*. Unauthorized use or release of BWV recordings may compromise ongoing criminal and administrative investigations or violate the privacy rights of those recorded. Therefore, any unauthorized use or release of BWV or other violation of confidentiality laws and Department policies are considered serious misconduct and subject to disciplinary action.

VIII. PROHIBITION AGAINST MODIFICATION OF RECORDINGS. Officers shall not copy, edit, alter, erase, or otherwise modify in any manner BWV recordings except as authorized by law or Department policy. Any violation of this provision is considered serious misconduct and subject to disciplinary action.

IX. NOTICE TO MEMBERS OF THE PUBLIC OF RECORDING. Officers are encouraged to inform individuals that they are being recorded when feasible. Officers, however, are not required to obtain consent from members of the public when the officer is lawfully in the area where the recording takes place. For example, an officer who lawfully enters a business or residence shall record any enforcement or investigative activity, as set forth above, and is not required to obtain consent from members of the public who may also be present. In addition, officers are not required to play back BWV recordings to allow members of the public to review the video footage.

X. PROHIBITION AGAINST RECORDING PERSONNEL IN NON-ENFORCEMENT OR INVESTIGATIVE SITUATIONS. Body Worn Video equipment shall only be used in conjunction with official law enforcement and investigative activities involving members of the public. Body Worn Video

shall not be used to record Department personnel during briefings, meetings, roll calls or while in private spaces such as locker rooms or restrooms.

- XI. **DEPARTMENT-ISSUED EQUIPMENT ONLY.** Officers assigned BWV equipment shall not use any other non-Department issued video or audio equipment, such as personally owned video or audio recorders, to record enforcement or investigative activities involving members of the public unless expressly authorized by a supervisor. Uniformed supervisory personnel, however, may use digital recording devices other than a BWV to record interviews when conducting use of force or personnel complaint investigations. Nothing in this provision precludes personnel from utilizing authorized still photography equipment.
- XII. **PROPERTY OF THE DEPARTMENT.** Body Worn Video equipment and all data, images, video, and metadata captured, recorded, or otherwise produced is the sole property of the Department and any unauthorized release is strictly prohibited.
- XIII. **TRAINING REQUIRED.** Officers who are assigned a BWV must complete Department-approved training in the proper use and maintenance of the devices before deploying to the field.
- XIV. **INSPECTION AND TESTING OF EQUIPMENT.** The BWV equipment is the responsibility of the assigned officer and will be used with reasonable care to ensure proper functioning and reliability. At the start of a field assignment, officers shall inspect and test their BWV and make sure it is undamaged and operating properly. Officers shall document the results of their inspection in the comments field of "Status Change - SW" entry within CAD, in the comments field of the DFAR or Traffic DFAR, the Sergeant's Daily Report, Gang Enforcement Detail - Supervisor's Daily Report, or Metropolitan Division Officer's Log.
- XV. **DAMAGED, MALFUNCTIONING OR INOPERABLE EQUIPMENT.** If an officer's BWV malfunctions or is damaged, the officer shall notify an on-duty supervisor (who shall notify the watch commander) and complete an Employee's Report, Form 15.07.00. The officer is required to provide the malfunctioning or damaged equipment to the kit room officer and obtain a functional BWV before deploying to the field.
- XVI. **IDENTIFYING RECORDINGS.** For each incident recorded on a BWV, officers shall identify the event type and other information using the BWV equipment and software that best describes the content of the video (i.e. arrest, traffic stop, report). Body Worn Video recordings, however, are not a replacement for written reports or other required documentation such as a CAD summary or DFAR.
- XVII. **STORAGE OF RECORDINGS.** At the end of each shift, officers shall upload all BWV recordings to secure storage by docking the device at the station.
- XVIII. **VIEWING OF BODY WORN VIDEO RECORDINGS BY OFFICERS.** The accuracy of police reports, officer statements, and other official documentation is essential for the proper administration of justice and complying with the

Department's obligation to maintain full and complete records of enforcement and investigative activities. Investigators, supervisors, prosecutors, and other officials rely on complete and accurate records to perform their essential duties and responsibilities. Officers are therefore required to review BWV recordings on their assigned device or authorized computer prior to documenting an incident, arrest, search, interview, use of force, or other enforcement or investigative activity to ensure that their reports, statements, and documentation are accurate and complete.

XIX. PROCEDURE FOR REVIEWING BODY WORN VIDEO RECORDINGS IN CATEGORICAL USE OF FORCE INCIDENTS. If an officer is involved in a Categorical Use of Force (CUOF), such as an officer-involved shooting, an officer shall not review his or her BWV until authorized by the assigned Force Investigation Division (FID) investigator. Once authorized, the officer shall review his or her BWV recording, and any other relevant BWV footage as deemed necessary and appropriate by the assigned FID supervisor, prior to being interviewed by investigators. An officer may have an employee representative present during the review of the BWV recordings without the FID investigator or supervisor present. The separating and monitoring of officers involved in a CUOF shall be maintained during the review of BWV recordings and a review shall not occur jointly among involved employees.

XX. DOCUMENTATION OF RECORDINGS. Officers are required to document any portion of an incident captured on the BWV system under the heading "Photos, Recordings, Video, DICV, BWV and Digital Imaging" on all administrative and investigative reports (e.g., "The suspect's spontaneous statements and actions were recorded via BWV"). If an employee is unable to review the BWV recording before submitting a report, the officer must document in this section the circumstances that prevented his or her review. If any portion of an incident resulting in an arrest was captured by BWV equipment, officers shall identify the existence of a BWV recording on all necessary forms including the City Attorney's Disclosure Statement.

XXI. SUPERVISOR'S RESPONSIBILITIES. Supervisors assigned to any unit with BWV-equipped officers shall:

- Ensure that officers assigned BWV equipment have completed Department-required training and are familiar with applicable policies and procedures;
- Conduct periodic inspections of officers assigned BWV equipment and ensure that the BWV cameras are properly affixed to the officers' uniforms and fully operable;
- Ensure officers upload all BWV recordings at the end of their shifts; and,
- Review relevant BWV recordings prior to submitting any administrative reports (e.g. non-categorical use of force investigations, pursuits, officer-involved traffic collisions).

After conducting an inspection of an officer's assigned BWV equipment, the supervisor shall document the inspection in his or her Sergeant's Daily Report. If

any of the BWV equipment is found to be defective, the supervisor must ensure that the equipment is removed from service and immediately replaced. The supervisor must also complete an Employee's Report regarding the defective equipment and notify the system administrator at Information Technology Bureau via email at BWV@lapd.lacity.org. Watch commanders must document the supervisor's findings in their Watch Commander's Daily Report, Form 15.80.00, and take any appropriate action depending on the cause of the problem.

XXII. RECORDINGS IN NON-CATEGORICAL USE OF FORCE INCIDENTS

- SUPERVISOR'S RESPONSIBILITIES. Supervisors investigating Non-Categorical Use of Force (NCUOF) incidents shall, when available, allow involved officers to review their BWV recordings and, if deemed necessary, review other BWV recordings to ensure complete and accurate reports and documentation of the incident.

XXIII. RECORDINGS IN CATEGORICAL USE OF FORCE INCIDENTS

- SUPERVISOR'S RESPONSIBILITIES. Supervisors assigned to any unit with BWV-equipped officers must take possession of an officer's BWV equipment when the officer is involved in a Categorical Use of Force, ensure the recording has stopped, power off the camera, and maintain custody until transferred to FID personnel.

Note: Supervisors, however, shall not view the BWV recording without express authorization of FID.

Force Investigation Division investigators, upon arrival at the scene of a Categorical Use of Force incident, shall take possession of any involved officer's BWV camera and complete the upload process.

XXIV. WATCH COMMANDER'S RESPONSIBILITIES. Watch commanders assigned to any unit with BWV-equipped officers shall:

- Conduct roll call training on expectations, use, and maintenance of the BWV equipment and debrief BWV captured incidents of value;
- Review deviations from BWV policy and procedures and take appropriate action;
- Ensure all BWV anomalies identified by the Area training coordinator have been addressed and any appropriate documentation is returned to the Area training coordinator for commanding officer review;
- Review supervisor inspections regarding defective equipment, systems, and ensure necessary steps are taken to have them repaired;
- Review Sergeant's Daily Reports to ensure inspections of sworn personnel assigned BWV units are being conducted and documented. If field inspections are not properly documented, the watch commander must take appropriate action to correct the deficiency and appropriately document the findings (i.e., Employee Comment Sheet, Form 01.77.00, Supervisor Action Item, Notice to Correct Deficiencies, Form Gen. 78, or a Complaint Form, Form 01.28.00) and the

corrective action taken. The corrective action must also be documented within the Learning Management System (LMS); and,

- Log the appropriate disposition on the Video Evidence Control Log, Form 10.11.05, which must be maintained in the analyzed evidence locker at the concerned Area.

XXV. KIT ROOM OFFICER'S RESPONSIBILITIES. Officers assigned to the kit room shall:

- Conduct daily inspections of all BWV docking equipment to ensure they are active;
- Inspect any BWV devices returned to the kit room as inoperative;
- Assign spare units to sworn personnel who returned their primary unit to the kit room; and,

Note: If found to be defective, the kit room officer must declare the item inoperable and verify that an Employee's Report has been completed. If it is discovered that no documentation exists declaring the item inoperable, the kit room officer must complete an Employee's Report and submit the Employee's Report to the watch commander accompanied with the equipment log at the completion of the officer's shift.

- Provide a copy of the Employee's Report documenting the inoperable equipment to the Area training coordinator along, with any of the inoperable equipment.

XXVI. TRAINING COORDINATOR'S RESPONSIBILITIES. Area training coordinators shall:

- Verify officers have been trained on the use and deployment of BWV;
- Document all employees who have been trained on the use of BWV into the LMS including all traffic officers and reserve officers eligible for field duty;
- Ensure all employees transferring into the Area receive proper training on the use and deployment of BWV;
- Review all Employee's Reports documenting inoperable equipment and facilitate the equipment's repair;
- Deliver all inoperable equipment to the Information Technology Bureau (ITB), Tactical Technology Section; and,
- Notify the watch commander or specialized unit officer in charge (OIC) in the event that it appears that BWV equipment has been tampered with.

XXVII. COMMANDING OFFICER'S RESPONSIBILITIES. Area commanding officers (Areas with BWV) are responsible for ensuring compliance with BWV training, policies, and procedures by regularly monitoring and inspecting BWV equipment within their command. Area commanding officers are also responsible for supervising the proper maintenance and disposition of division records, ensuring adherence to record retention protocols and properly filing all BWV documents for future reference.

XXVIII. INFORMATION TECHNOLOGY BUREAU, TACTICAL TECHNOLOGY SECTION, RESPONSIBILITIES. The OIC of ITB, Tactical Technology Section, is responsible for:

- Coordinating warranty service and maintenance through Department-approved vendor(s);
- Providing technical assistance and subject matter experts related to investigations; and,
- Coordinating the replacement of inoperable, malfunctioning or damaged equipment and/or systems.

AMENDMENT: This Order adds Section 3/579.15 to the Department Manual.

AUDIT RESPONSIBILITY: The Commanding Officer, Audit Division, shall review this directive and determine whether an audit or inspection shall be conducted in accordance with Department Manual Section 0/080.30.



CHARLIE BECK
Chief of Police

DISTRIBUTION "D"

PROPOSED BODY WORN VIDEO DEPLOYMENT

Division	Go Live	GSD / ITA Completion Date
MISSION	08/31/2015	08/2015
NEWTON	09/14/2015	08/2015
CENTRAL-SPECIALIZED	09/28/2015	08/2015
CENTRAL TRAFFIC	09/28/2015	08/2015
CENTAL-PATROL	10/30/2015	08/2015
HOLLENBECK	12/14/2015	12/2015
OLYMPIC	01/11/2016	12/2015
HARBOR	01/25/2016	01/2016
TOPANGA	02/2016	01/2016
RAMPART	02/2016	01/2016
NORTH HOLLYWOOD	03/2016	01/206
NORTH EAST	03/2016	02/2016
METROPOLITAN	04/2016	02/2016
METRO DETENTION*		02/2016
77 TH	05/2016	02/2016
77th JAIL*		02/2016
WILSHIRE/WEST TRAFFIC	05/2016	03/2016
WEST VALLY	06/2016	03/2016
VALLEY TRAFFIC	06/2016	03/2016
SOUTHWEST/SOUTH TRAFFIC	07/2016	04/2016
HOLLYWOOD	07/2016	04/2016
SOUTHEAST	08/2016	04/2016
DEVONSHIRE	08/2016	05/2016
PACIFIC/LOS ANGELES AIRPORT	09/2016	05/2016
VAN NUYS	09/2016	05/2016
VAN NUYS JAIL*		05/2016
WEST LOS ANGELES	10/2016	06/2016
FOOTHILL	10/2016	06/2016
SECURITY SERVICES DIVISION	11/2016	06/2016

*Installation of docking stations only so officers may upload video and charge cameras when they are jail booking a suspect.

Body Worn Video Camera (BWVC) Project Costs

	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20	Total
Taser International, Inc. Contract Costs						
Officer Safety Plan (860 Donated BWVCs/CEWs)	\$ -	\$ 868,428	\$ 868,428	\$ 868,428	\$ -	\$ 2,605,284
Officer Safety Plan (6,140 Cameras/4,400 CEWs)	2,037,425	7,913,629	5,426,482	5,426,482	5,426,482	26,230,500
Taxes	182,526	711,384	488,383	488,383	488,383	2,359,059
Total	\$ 2,219,951	\$ 9,493,441	\$ 6,783,293	\$ 6,783,293	\$ 5,914,865	\$ 31,194,843
Cellular Phones and Data Plan (Sprint)						
Cellular Phones and Data Plan (Sprint)	\$ 1,637,500	\$ 4,326,000	\$ 4,872,000	\$ 4,872,000	\$ 4,872,000	\$ 20,579,500
NetMotion Security Licenses	-	853,112	244,675	244,675	244,675	1,587,137
Total	\$ 1,637,500	\$ 5,179,112	\$ 5,116,675	\$ 5,116,675	\$ 5,116,675	\$ 22,166,637
LAPD Patrol Video Unit						
LAPD Patrol Video Unit	\$ 306,771	\$ -	\$ -	\$ -	\$ -	\$ 306,771
BWV Project Manager (LAPD)	250,000	-	-	-	-	250,000
Networking Installation (LAPD)	806,927	-	-	-	-	806,927
Networking Equipment, Supplies, and Support (LAPD)	573,558	28,005	28,005	28,005	28,005	685,578
Information Technology Agency Communications Services*	93,074	-	-	-	-	93,074
Dept. of General Services (GSD) Salaries	303,738	-	-	-	-	303,738
GSD Hiring Hall Construction and Benefits*	977,074	-	-	-	-	977,074
GSD Construction Materials and Supplies*	850,902	-	-	-	-	850,902
Total	\$ 4,162,044	\$ 28,005	\$ 28,005	\$ 28,005	\$ 28,005	\$ 4,274,064
Grand Total	8,019,495	\$ 14,700,558	\$ 11,927,973	\$ 11,927,973	\$ 11,059,545	\$ 57,635,544
Sources of Funds						
2015 Body-Worn Camera Policy and Implementation Grant	\$ 956,264	\$ 9,360	\$ -	\$ -	\$ -	\$ 965,624
Unappropriated Balance	4,550,000	-	-	-	-	4,550,000
Total	\$ 5,506,264	\$ 9,360	\$ -	\$ -	\$ -	\$ 5,515,624
Unfunded Balance	2,513,231	\$ 14,691,198	\$ 11,927,973	\$ 11,927,973	\$ 11,059,545	\$ 52,119,920
Funding Solutions						
LAPD Fiscal Year 2015-16 Savings	1,533,495	-	-	-	-	1,533,495
LAPD Fiscal Year 2014-15 Reappropriation	500,000	-	-	-	-	500,000
Forfeited Asset Trust Fund	479,736	-	-	-	-	479,736
Total	\$ 2,513,231	\$ -	\$ -	\$ -	\$ -	2,513,231

*This reflects the full cost of these expenses; however, actual recommended appropriations to GSD and ITA are reduced to reflect transfers previously made from the LAPD through the Second Financial Status Report (C.F. 15-0600-S90) and/or an Inter Departmental Transfer approved by the Mayor.