

SUBRECIPIENT AGREEMENT

Subrecipient: Justice & Security Strategies, Inc.

Title: FY 2014 Los Angeles Smart Policing: Institutionalizing  
Operation Laser

City Contract Number \_\_\_\_\_

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**DRAFT**

AGREEMENT NUMBER \_\_\_\_\_ OF CITY CONTRACTS  
BETWEEN  
THE CITY OF LOS ANGELES  
AND  
JUSTICE AND SECURITY STRATEGIES, INC.

THIS SUBRECIPIENT AGREEMENT ("Agreement" or "Contract") is made and entered into by and between the City of Los Angeles, a municipal corporation (the "City,"), acting by and through its Police Department ("LAPD"), and Justice and Security Strategies, Inc., a Virginia corporation (the "Subgrantee" or "Subrecipient").

W I T N E S S E T H

WHEREAS, the U.S. Department of Justice ("DOJ" or "Grantor"), through the Office of Justice Programs, Bureau of Justice Assistance ("BJA") provided financial assistance to the City of Los Angeles through the Fiscal Year ("FY") 2009 Los Angeles Smart Policing: Evidence-Based Law Enforcement: Smart Policing Demonstration Initiative Grant Program (the "Grant") in the amount of \$499,959 ("Grant Funds"), such Grant Funds having been accepted by the City Council (C.F. #10-0009, 5/5/10); and

WHEREAS, the City and the Subrecipient entered into Los Angeles City Contract No. C-118498 (the "Agreement") wherein Subrecipient agreed to act as the City's research partner to develop problem solving techniques using computer analytic tools to increase police officer/investigator efficiency in reducing the incidence of gun violence in specific neighborhoods in Los Angeles and the City agreed to pay Subrecipient for such services using said "Grant Funds", said Agreement having an initial term from May 1, 2010 to April 30, 2012; and

WHEREAS, this financial assistance was provided to enhance the City's data-driven, evidence-based approach to crime control, by using computer mapping and a variety of location-based data (crime, census, land use, etc.) specifically to reduce gun violence in specific neighborhoods in Los Angeles; and

WHEREAS, the initial performance period for the Grant was from October 1, 2009 to August 31, 2012, and through subsequent amendments by the Grantor was extended to on or about December 31, 2013; and

WHEREAS, on or about 08/26/2014, the Grantor through the Office of Justice Programs, Bureau of Justice Assistance (BJA), awarded supplemental Smart Policing Initiative (SPI) grant funds to the City of Los Angeles through the Fiscal Year ("FY") 2014 Los Angeles Solicited – Law Enforcement Program, in the amount of \$400,000, to expand and institutionalize Operation LASER (Los Angeles Strategic Extraction and Restoration program) which was created through LAPD's first SPI award and implemented in two LAPD divisions; and

WHEREAS, the City designated its Police Department ("LAPD") to provide for the proper monitoring and administration of the Grant and this Agreement; and

WHEREAS, Operation LASER focuses on chronic hot spot locations and chronic offenders and will be expanded to include nine LAPD divisions to reduce violent and property crimes in selected locations and among chronic offenders; and

WHEREAS, the City now wishes to distribute the Grant Funds allocated to the Subrecipient in accordance with the provisions of this Agreement and the Subrecipient is desirous of executing this Agreement, such execution having been authorized by the City Council and the Mayor (C.F. # \_\_\_\_\_); and

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and the mutual benefits to be derived therefrom, the City and the Subrecipient (each a "Party" and collectively, the "Parties") agree as follows:

I  
INTRODUCTION

§101. Parties to the Agreement

The Parties to this Agreement are:

- A. The City, a municipal corporation, having its principal office at 200 North Spring Street, Los Angeles, California 90012; and
- B. Justice and Security Strategies, Inc., a Virginia corporation, having its principal office at 15134 Deer Valley Terrace, Silver Springs, Maryland 20906-6223.

§102. Representatives of the Parties and Service of Notices

- A. The representatives of the respective parties who are authorized to administer this Agreement and to whom formal notices, demands and communications shall be given are as follows:

- 1. The representative of the City of Los Angeles shall be, unless otherwise stated in this Agreement:

Rick Wall, Captain  
Real-time Analysis and Critical Response (RACR) Division  
Los Angeles Police Department  
500 East Temple Street, Room 110  
Los Angeles, CA 90012  
Phone: (213) 484-6710  
Fax: (213) 237-9935

with a copy to:

Maggie Goodrich, Commanding Officer  
Information Technology Bureau  
Los Angeles Police Department  
100 West 1<sup>st</sup> Street, Suite 842  
Los Angeles, CA 90012  
Phone: (213) 486-0370  
Fax: (213) 486-0399

2. The representative of Subrecipient shall be:

Craig D. Uchida, Ph.D.  
President  
Justice and Security Strategies, Inc.  
P.O. Box 6188  
Silver Spring, Maryland 20916  
Phone: (301) 438-3132  
Fax: (877) 788-4235

- B. Formal notices, demands and communications to be given hereunder by either party shall be made in writing and may be effected by personal delivery or by registered or certified mail, postage prepaid, return receipt requested and shall be deemed communicated as of the date of mailing.
- C. If the name of the person designated to receive the notices, demands or communications or the address of such person is changed, written notice shall be given, in accord with this section, within five (5) business days of said change.

§103. Independent Party

Subrecipient is acting hereunder as an independent party, and not as an agent or employee of the City. No employee of Subrecipient, is, or shall be, an employee of the City by virtue of this Agreement, and Subrecipient shall so inform each employee organization and each employee who is hired or retained under this Agreement. Subrecipient shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of the City.

§104. Conditions Precedent to Execution of This Agreement

Subrecipient shall provide copies of the following documents to the City, unless otherwise exempted:

- A. Proof of insurance as required by the City in accordance with §414 of this Agreement and attached hereto as Exhibit A and made a part hereof.

- B. Certifications Regarding Ineligibility, Suspension and Debarment as required by Executive Order 12549 in accordance with §415.A.12 of this Agreement and attached hereto as Exhibit B and made a part hereof.
- C. Certifications and Disclosures Regarding Lobbying in accordance with §415.A.4 of this Agreement and attached hereto as Exhibit C and made a part hereof. Subrecipient shall also file a Disclosure Form at the end of each calendar quarter in which there occurs any event requiring disclosure or which materially affects the accuracy of the information contained in any Disclosure Form previously filed by Subrecipient.
- D. Certification Regarding Drug Free Workplace Requirements in accordance with §415.A.13 of this Agreement and attached hereto as Exhibit D and made a part hereof.
- E. Certification of Compliance With Equal Benefits Ordinance/Reasonable Measures Application for Equal Benefits Ordinance in accordance with Section 421 of this Agreement.
- F. City Ethics Commission Form 50, attached hereto as Exhibit E and made a part hereof.

## II

### TERM AND SERVICES TO BE PROVIDED

#### §201. Time of Performance

The term of this Agreement shall commence on October 1, 2014 and end March 31, 2016 and any additional period of time as is required to complete any necessary close out activities. Said term is subject to the provisions herein. Performance shall not commence until the Subrecipient has obtained the City's approval of the insurance required in §413 herein.

#### §202. Use of Grant Funds

##### A. Subrecipient Responsibilities

Subrecipient shall provide services in accordance with this Section 202 and the Budget attached hereto as Exhibit F and incorporated herein and made a part hereof. All work is subject to prior City approval. Failure to receive approval may result in withholding compensation pursuant to §301.

Subrecipient will act as the City's Research Partner to develop problem solving techniques using computer analytic tools to increase police officer/investigator efficiency in reducing the incidence of gun violence in specific neighborhoods in Los Angeles.



Dr. Craig Uchida, will act as Subrecipient's Principal Investigator (PI) directly providing or personally directing and supervising all the services set forth herein. The PI will be assisted by a Research Associate and Research Assistant.

1. STAGE 1 - Empirical data collection will focus on developing:
  - a. Subrecipient will work with the LAPD to expand and institutionalize Operation LASER across at least seven patrol divisions, Air Support Division, and RACR Division. LASER is a strategy that involves a Crime Intelligence Detail (CID), and the identification of chronic locations (hotspots) and chronic offenders.
    - i. LAPD shall provide Subrecipient crime data to identify hotspots. Calls for service, incidents of crimes, and arrests will be analyzed. The types of crime and other characteristics within these "hot spots" will be used to construct targeted strategies to address the specific types of crime within each Division.
    - ii. Subrecipient will assist CIDs and Crime/Intelligence Analysts to generate detailed maps of gun violence, property crimes, and violent crimes in the seven divisions.
    - iii. Subrecipient will work with CIDs and Crime/Intelligence Analysts to use predictive analytic software to build maps and data when appropriate.
      - a. Subrecipient will use the GIS software purchased through the grant by LAPD to analyze the change in crime over time within neighborhoods.
      - b. Subrecipient will use the analytic software to examine the nature of the relationship between and among the people, places and things associated with crime and ensure integration of the GIS into the analytic software.
2. STAGE 2 - Subrecipient will work jointly with LAPD/RACR Divisions to develop strategies to reduce crimes.
  - a. LAPD and Subrecipient will jointly develop crime-reduction strategies using criminological theories in crime prevention and crime control and the use of data (efficient, focused problem-solving), including completing the following tasks:
    - i. Subrecipient and LAPD/RACR will develop strategies for targeting officer deployment that will consider the Indices of Violence and the occurrence of crime with respect to time (e.g. time of day, day of the week, month of the year).

- ii. Subrecipient will write analytic reports that link problem-solving, criminological theory and spatial analysis.
- 3. STAGE 3 - Subrecipient will collaborate with LAPD/RACR to implement strategies and to measure results of the activities.
  - a. Evaluating the Initiative
    - i. Subrecipient and the LAPD/RACR crime/intelligence analysts will analyze GIS and spatial analysis and determine an appropriate response and evaluate the results of implementing those response strategies.
    - ii. The process of evaluation will involve Subrecipient conducting interviews, making observations, and other methods that will result in a product that explains how the initiative evolved and was implemented. The outcome evaluation will determine whether the initiative led to a reduction in crime, increased the use of technology in the department, and resulted in more efficient use of time and resources.
    - iii. Subrecipient will track the number of individuals arrested as a result of data-driven analysis for the quarterly report.
  - b. Train Crime/Intelligence Analyst
    - i. Subrecipient will assist in training the LAPD/RACR Crime/Intelligence Analysts to utilize the analytic software to map the location-based data and assess the effects of the intervention on crime.
  - c. Quarterly Reporting
    - i. Subrecipient will report on progress on software development, crime reduction strategies, and Crime Intelligence Analyst training.
    - ii. Subrecipient must conduct and record analyses of the data on calls for service, arrests, and non-traditional data to determine whether changes occur in specific areas.
    - iii. Count and interview officers who use GIS and other technologies to determine whether the technologies helped their investigations.

## B. Restrictions on Release and Publication of Data and Results

- 1. Results from this research will be published by the research team at LAPD's discretion for scientific purposes. The LAPD has the right to

review all written reports before publication. No published reports will contain any confidential information.

2. Upon LAPD request, all data used during this project will be provided on CDs with or without identifiers and at no cost to the LAPD.

### C. Procedures to Preserve Confidentiality of Personal Information

1. To ensure the administrative and physical security of the personal information collected in this project, the following procedures will be implemented by Subrecipient:
  - a. A secure room with off-master keyed entry will be dedicated for working with and storage sensitive information. Only the project Principal Investigator (PI) and designated research assistants will have access to the secure room.
  - b. Any non-digital hard data such as printouts, hand-written notes or copied case-file information will be filed in a locked filing cabinet in the secure project room.
  - c. Construction of the project databases will take place on a non-networked computer contained within the secure project room. Password-protected logon access to the computer will be strictly limited to the project PI and designated research assistants. All data writing capability to portable media (e.g., printing, thumb drives, cd-dvd) will be by password only and limited to the project PI. No identifying data will be transferred to persons or parties other than the LAPD except where other arrangements have been agreed upon with the LAPD for future maintenance of such data, in accordance with 28 CFR §22.23(b)(6).
  - d. Completed databases will be anonymized such that individuals are identified only by a unique alpha-numeric code. A single master list linking anonymized codes to individual identities will be maintained only on the non-networked computer in the secure room. The list will be stored solely to allow future updating of the database with new information. The master list will not be used for research or statistical purposes.
  - e. All research and statistical studies will be conducted on anonymized data only. Research on anonymized data will not be restricted to the secure room, but will not be limited to the PI and identified research assistants.

2. Name and Title of Individual with the Authority to Transfer Data