FUNDING AGREEMENT

FOR

CALIFORNIA STATEWIDE HIGH TECHNOLOGY THEFT APPREHENSION AND PROSECUTION PROGRAM BY AND BETWEEN COUNTY OF LOS ANGELES

AND

VENTURA COUNTY DISTRICT ATTORNEY'S OFFICE

This Funding Agreement (Agreement) is made and entered into by and between the County of Los Angeles (County) by and through the Los Angeles County Sheriff's Department (Department) and the Ventura County District Attorney's Office (VCDA) for participation in the Southern California High Technology Task Force (HTTF) with funding from the Public Safety Realignment (PSR) Funds for the California Statewide High Technology Theft Apprehension and Prosecution (HTTAP) Program.

1. VCDA OBLIGATIONS

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- A. In accordance with the Joint Operational Agreement for the HTTF, VCDA shall assign one (1) District Attorney III and one (1) District Attorney Supervising Investigator to the HTTF. Funding from PSR will fund their monthly salaries and benefits at flat rates as approved by the HTTF Project Manager, as well as the associated rent and operating expenses for the VCDA Camarillo office.
- B. VCDA shall complete and deliver services, provide monthly documentation, and provide all other work required under the terms of the Joint Operational Agreement for the HTTF, including any and all amendments thereto, and the HTTAP Program.

2. **DEPARTMENT OBLIGATIONS**

- A. Utilizing the PSR Funds, the Department shall reimburse VCDA at flat rates for monthly salaries and benefits for VCDA participation in the HTTAP Program as members of HTTF, and rent and operating expenses of the Camarillo office, as set forth below in Section 3, Payment Terms, of this Agreement.
- B. Pursuant to the HTTAP Program, the Department shall act as the lead agency, provide oversight of the HTTAP Program, and coordinate the fund distribution and the provision of services among the participating agencies.

3. PAYMENT TERMS

A. For the period from July 1, 2021 through June 30, 2024, VCDA shall be reimbursed an amount not to exceed four hundred ninety-five thousand,

ninety-six dollars (\$495,096), which is reimbursable for monthly salary and benefits at flat rates and rent and operating expenses for the Camarillo office, in accordance with and at the amounts and rates approved by the HTTF Project Manager.

B. VCDA shall submit a detailed invoice of expenses in a prescribed format to the Department for actual expenditures incurred on a monthly basis and in arrears, on or before the fifteenth (15) calendar day of each month. Monthly flat rates for salaries and benefits and associated rent and operating expenses for the Camarillo office, as approved by the HTTF Project Manager, will be reimbursed from the PSR Funds. VCDA shall submit invoices with itemized supporting documentation (name, hours, rate of pay, time sheets, payroll register, payment vouchers, invoices, lease agreement) of services provided. VCDA shall send all invoices to:

Los Angeles County Sheriff's Department Attn: Fraud & Cyber Crimes Bureau HTTF Project Manager 11515 South Colima Road, M-103 Whittier, CA 90604

C. Upon approval of the invoice by the HTTF Project Manager, the invoice will be forwarded to Grants Accounting Unit for payment to VCDA within thirty (30) calendar days of receipt of invoice by the Grants Accounting Unit.

4. TERM

- A. The term of this Agreement shall be from July 1, 2021 through June 30, 2024, unless sooner extended or terminated.
- B. This Agreement may be terminated by either party with thirty (30) days advance written notice to the other party.
- C. This Agreement shall be immediately terminated if funding sources from PSR become unavailable.

5. **INDEMNIFICATION**

- A. VCDA shall indemnify, defend, and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents, and volunteers from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with VCDA's acts and/or omissions arising from and/or relating to this Agreement.
- B. The County shall indemnify, defend, and hold harmless VCDA, its officers,

employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the County's acts and/or omissions arising from and/or relating to this Agreement.

6. AMENDMENTS

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

7. <u>AUTHORIZATION WARRANTY</u>

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

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AND

VENTURA COUNTY DISTRICT ATTORNEY'S OFFICE

IN WITNESS WHEREOF, the County of Los Angeles and the Ventura County District Attorney's Office have executed this Agreement through their duly authorized officers, on the dates written below.

COUNTY OF LOS ANGELES

By:TIMOTHY K. MURAKAMI, UNDERSHERIFF	Date
VENTURA COUNTY DISTRICT ATTORNEY'S OFFICE	
By: ERIK NASARENKO, DISTRICT ATTORNEY	Z/ro/21 Date
APPROVED AS TO FORM: RODRIGO A. CASTRO County Counsel	
By: Principal Deputy County Counsel	