

OFFICE OF THE CITY ADMINISTRATIVE OFFICER
Review of Grant Award and Acceptance Determination

Recipient City Department: Office of the City Attorney		Award Notification Date: July 2015	
Grant Award Title: Dispute Resolution Program – Victim/Offender		Grant Amount: \$137,810 Prior Grant Award(s): \$137,810	
Awarding Agency: County of Los Angeles			
Grant Agreement Number/Reference:	Performance Start Date: July 1, 2015	Performance End Date: June 30, 2016	
<p>Purpose: The Office of the City Attorney requests authority to receive grant funding from the County of Los Angeles. Funding in the amount of \$137,810 will provide for the continuation of the Dispute Resolution Program–Victim/Offender, also known as the Neighborhood Justice Program, a Victim/Offender post-arrest, pre-filing diversion program entering its second year of operation from July 1, 2015 to June 30, 2016. The Neighborhood Justice Program provides an ongoing alternative prosecution diversion service that allows first time, non-violent offenders to voluntarily and confidentially participate in pre-filing diversion program in-lieu of having their case filed and processed through the traditional justice system.</p>			

Checklist for Grant Acceptance:	Yes	No	N/A	Comments
1. Authority for Grant Acceptance				
• Department requests acceptance of the Grant	X			() Terms/Conditions outlined in Award Notice/Grantor Agreement
2. Match Requirement Review				
• Match Sources Identification completed			X	() Obtain match requirements from Award Notice/Grantor Agreement
• Additional Funds requested			X	() Submit to CAO for review
3. Charter Section 1022 Determination				
• Charter Section 1022 findings completed			X	() Submit to CAO for review and determination
4. Provisions for Grant-Funded Contracts				
• Standard and Grantor Provisions or equivalent language is included			X	() Incorporate Provisions or Language into proposed agreement
• Pro Forma Agreement RFP <input type="checkbox"/> MOU <input type="checkbox"/> PSA <input type="checkbox"/>			X	() Submit to City Attorney for review and approval; copy to CAO
5. Personnel Authorities				
• Department has submitted a request for position(s)		X		() Review documents and make determination
6. Grant Implementation Recommendations				
• Department has submitted grant implementation instructions	X			() Submit to CAO for review
7. Controller Instructions for Fund/Accounts Set-Up				
• Department has requested Funds/Accounts Set-up	X			
8. Governing Body Resolution/Certification				
• Department has submitted Resolution/Certification			X	() Submit to CAO and City Attorney for review
9. Fiscal Impact Analysis				
• Department has submitted Fiscal Impact Statement	X			() Submit to CAO for review and determination

OFFICE OF THE CITY ADMINISTRATIVE OFFICER
Review of Grant Award and Acceptance Determination

10. Grant Award Summary

The Office of the City Attorney requests approval to accept \$137,810 in grant funding from the County of Los Angeles for the second year of the Dispute Resolution Program-Victim/Offender, also known as the Neighborhood Justice Program. Funding in the amount of \$137,810 is provided for the continuation of the Neighborhood Justice Program, a Victim/Offender post-arrest, pre-filing diversion program entering its second year of operation from July 1, 2015 to June 30, 2016. The Neighborhood Justice Program provides an ongoing alternative prosecution diversion service that allows first time, non-violent offenders to voluntarily and confidentially participate in pre-filing diversion program in-lieu of having their case filed and processed through the traditional justice system.

The total cost of the program is \$203,234, of which \$137,810 will be reimbursed to the City as follows: \$96,693 in salary expenses, \$34,955 in fringe benefits, \$541 in a portion for central services, \$2,621 for Office and Administrative expenses, and \$3,000 for an audit fee. The City's match will include: \$18,304 for the balance of central services, \$25,179 for department administration, and \$21,941 in earned credit for volunteer hours. The grant will support two City Attorney Administrative Coordinator I positions in the City Attorney's Office. No additional funds are requested since these are continuing positions and are included in the 2015-16 Adopted Budget.

11. Recommendations

Pursuant to a review of departmental recommendations for this grant, please provide a complete list of necessary actions for implementation including acceptance of the award by the City, Controller instructions for fund and accounts set-up, coordination of project activities, etc.

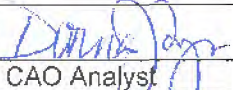

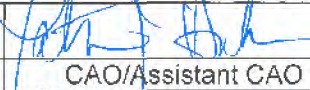

That the Council, subject to the approval of the Mayor:

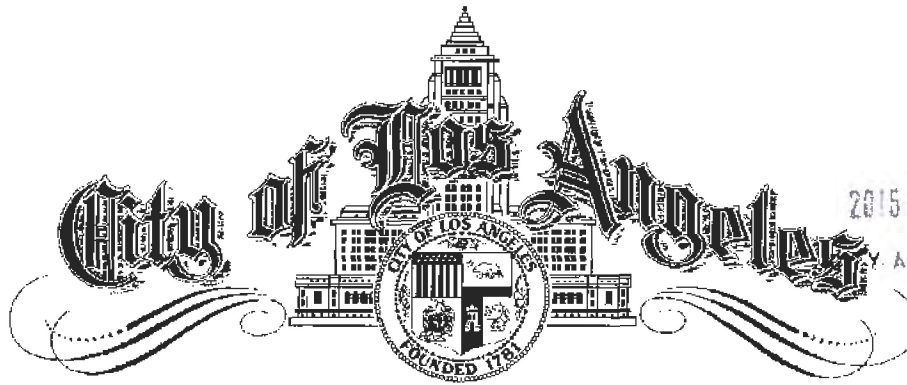
1. Approve and authorize the City Attorney or his designee to execute Contract Amendment No. 1 between the County of Los Angeles and the City of Los Angeles in the amount of \$137,810 for the period of July 1, 2015 to June 30, 2016, subject to the approval of the City Attorney as to form and legality;
2. Authorize the City Attorney or his designee to accept grant funding in the amount of \$137,810 from the Los Angeles County Department of Community and Senior Services;
3. Approve the City cash and in-kind match in the amount of \$65,424 for the period of July 1, 2015 to June 30, 2016;
4. Authorize the Controller to:
 - a. Establish a receivable within Fund 368 in the amount of \$137,810 from the County of Los Angeles;
 - b. Establish a new appropriation account within Fund 368 as follows:
Account 12M702 - FY 15-16 DRPA VO Grant - \$137,810
5. Transfer \$96,693 from Fund 368, Account 12M702 to Fund 100, Department 12, Account 001010 Salaries General;
6. Transfer up to \$35,496 from Fund 368, Account 12M702 to Fund 100, Department 12, RSRC 5301 - Reimbursement from Other Funds/Departments upon receipt of reimbursement; and,
7. Authorize the City Attorney to prepare Controller instructions for any necessary technical adjustments subject to the approval of the City Administrative Officer and authorize the Controller to implement the instructions.

12. Fiscal Impact Statement

- Yes This Office finds that the Grant complies with City financial policies as follows (see below):
 No This Office finds that the Grant does not comply with City financial policies as follows (see below):

The total cost of the 2015-16 Neighborhood Justice Program is \$203,234, of which \$137,810 will be reimbursed by the County of Los Angeles. The General Fund impact will be \$43,483 comprised of \$18,304 in central services and \$25,179 in department administration. The City will provide \$21,941 in volunteer hours. No additional appropriation is needed. The recommendations in this report are in compliance with the City's Financial Policies in that budgeted appropriations will be balanced against receipts expected from the continuation of this grant.

MAS:DIV04160046	 CAO Analyst	 Chief	 CAO/Assistant CAO	 Date
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2015 SEP 28 PM 2:08

CITY ADMINISTRATIVE

MICHAEL N. FEUER
CITY ATTORNEY

August 5, 2015

The Honorable Eric Garcetti
Mayor of Los Angeles
City Hall
Los Angeles, CA 90012
Attention: Cary Gross

Honorable City Council
City of Los Angeles
City Hall
Los Angeles, CA 90012
Attention: Holly Wolcott

Re: Approval of Continuation Funding between Office of the City Attorney, Neighborhood Justice Program and Los Angeles County Community and Senior Services for FY 2015-2016

Contact person: Michiko Reyes (213) 978-7020
Jose A. Egurbide (213) 978-4096

Dear Mayor Garcetti and Members of City Council:

The Office of the City Attorney is transmitting for your review and approval continuation funding for the Neighborhood Justice Program (NJP), a Victim/Offender post-arrest, pre-filing diversion program entering its second year in operation (FY 2015-16). City Council previously accepted a first-year grant award per Council File # 14-0882.

Appropriation will extend the operations of NJP to provide an ongoing alternative prosecution diversion service that empowers communities throughout the City of Los Angeles, allows eligible first-time, non-violent offenders to move forward in a more positive way while avoiding the negative aspects of having their case filed and suffering a criminal conviction, and saves the criminal justice system time, money and valuable resources that are better spent on prosecuting career criminals.

The City Attorney's Neighborhood Justice Program will continue to:

1. Provide eligible first-time, non-violent misdemeanor offenders willing to accept responsibility for their actions a valuable opportunity to voluntarily and confidentially participate in a pre-filing diversion program in lieu of having their case filed and processed through the traditional criminal justice system;

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Mayor Garcetti and Honorable Council Members

August 5, 2015

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2. Continue to work with our criminal branch filing personnel to identify eligible offenders, contact them, offer diversion, and schedule restorative justice community panels wherein trained community panelists and mediators facilitate discussions with participants that focus on the root causes of behavior, the impact of their actions on the victim/community, and a series of obligations each participant is willing to complete in order to have their diversion deemed a success;
3. Continue to identify, recruit and train prospective NJP community panelist volunteers, each of whom is provided a free 8-hour training session on restorative justice principles and submits to a LIVESCAN background fingerprinting process before he/she can volunteer as a community panelist. NJP will also continue to train ADR mediators as NJP community panel facilitators in accordance with the California Dispute Resolution Programs Act of 1986. Certificates of completion will be provided to each NJP volunteer facilitator upon completion of 30 hours of classroom training.
4. Maintain partnerships with a number of Family Source Centers and other Community Based Organizations throughout the City of Los Angeles, who NJP regularly provides linkages to on behalf of participants with unmet needs. Our community partners provide invaluable services well beyond NJP's short engagement period, in order to more successfully address any/all dynamic risk factors and further reduce recidivism rates.
5. Host local and international observers interested in learning more about our NJP community panels so they may examine how to best expand their own use of restorative justice as an alternative prosecution model for eligible misdemeanor offenders within their jurisdictions. Our NJP restorative justice model was recently selected by the Department of Justice's Bureau of Justice Assistance as a national "mentor" site for replication of our Smart Prosecution model throughout the nation. As such, NJP anticipates that there will be a lot of interest in replicating our model elsewhere.

The total cost of the Neighborhood Justice Program is \$172,263. The total grant award from the County of Los Angeles is \$137,810 and will be used to provide:

\$ 96,693	for salaries
\$ 35,496	for fringe benefits
\$ 2,621	for office supplies
\$ 3,000	for a required grant audit

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Mayor Garcetti and Honorable Council Members
August 5, 2015
Page 3

Grant funds will be reimbursed by the County of Los Angeles upon submission of monthly invoices. The City match of \$34,453 includes the following:

\$ 21,941 for earned credit for volunteer hours contributed @ \$25/hr
\$ 12,512 for indirect costs (Central Services and Dept. Admin.)


We therefore request that the City Council, subject to the approval of the Mayor:

1. ACCEPT funding in the amount of \$137,810 from the Community and Senior Services of Los Angeles County per Amendment No. 1 as previously authorized by City Council (File No.14-0882) for the second year of operations.
3. APPROVE the City cash and in-kind match in the amount of \$34,453 for the period of July 1, 2015 through June 30, 2016.
4. AUTHORIZE the Controller to:
 - a. Establish a receivable within Fund 368 in the amount of \$137,810, from the County of Los Angeles
 - b. Establish a new appropriation account within Fund 368 as follows:

Account No. 12M702 – FY 15-16 DRPA VO Grant - \$137,810.
5. Transfer **\$96,693**, from Fund 368, Account No. 12M702 to Fund 100, Department 12, Account No. 001010 – Salaries General.
6. Authorize the City Attorney to prepare Controller instructions for any necessary technical adjustments, subject to the approval of the City Administrative Officer and instruct the Controller to implement the instructions.

Your favorable consideration of this request would be appreciated. Any questions may be directed to Budget Director Michiko Reyes at (213) 978-7020 or Jose A. Egurbide at (213) 978-4096.

Sincerely,


for
Leela Kapur
Chief of Staff

City of Los Angeles Grant Award Notification and Acceptance

Recipient Department		
This Grant Award is: <input type="checkbox"/> New <input checked="" type="checkbox"/> Continuation/Renewal <input type="checkbox"/> Supplemental <input type="checkbox"/> Revision <input checked="" type="checkbox"/> Sub-Allocation		
Grants Coordinator: Janette Flintoft	E-Mail: janette.flintoft@lacity.org	Phone: 213-215-5808
Project Manager: Jose Egurbide	E-Mail: Jose.egurbide@lacity.org	Phone: 213-978-4096
Department/Bureau/Agency: City Attorney		Date: 08/05/2015

Grant Information	
Name of Grantor: County of Los Angeles	Pass Through Agency:
Grant Program Title: Dispute Resolution Program - Victim Offender	Notification of Award Date: July 2015

Funding Source (Public or Private): <input type="checkbox"/> Federal <input type="checkbox"/> State <input checked="" type="checkbox"/> Local <input type="checkbox"/> Foundation <input type="checkbox"/> Corporation <input checked="" type="checkbox"/> Other	Grant Type: <input checked="" type="checkbox"/> Formula/Block <input type="checkbox"/> Competitive/Discretionary <input type="checkbox"/> Other	Funds Disbursement: <input type="checkbox"/> Advance <input checked="" type="checkbox"/> Reimbursement	Agency's Grant ID: CFDA # 11-2047 Other ID # _____ eCivis ID# _____
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Match Requirement: <input checked="" type="checkbox"/> None <input type="checkbox"/> Recommended <input checked="" type="checkbox"/> Mandatory	Amount = 25 % Match
Match Type: <input checked="" type="checkbox"/> Cash <input checked="" type="checkbox"/> In-Kind	Identify Source of Match: Volunteer Hours and General Fund

Fiscal Information:	Awarded Funds \$137,810	Match/In-Kind Funds \$34,453	Additional/Leveraged Funds \$0	Total Project Budget \$172,263
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Approved Grant Budget Summary:				
Category	Awarded	Match	Additional	Explanation
Personnel				
Salaries	96,693	21,941		\$21,941 = value of volunteer time
Fringe Benefits	35,496			
Indirect		12,512		Indirect cost (CAP 37)
Equipment				
Materials/Supplies	1,621			
Travel				
Contractual Services				
Other	4,000			Re other: Grant Audit and other volunteer support expenses
Total:	137,810	34,453		

Approved Project	
Descriptive Title of Funded Project: Dispute Resolution Program	

Performance Period Start/End Dates (Month/Day/Year): Start: 07/01/15 End: 6/30/2016	Citywide: <input checked="" type="checkbox"/> Affected Council District(s): Citywide Affected Congressional District(s): Citywide
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Purpose: Capital/Infrastructure Equipment Program Planning/Training Pilot/Demonstration

Identify Internal Partners (City Department/Bureau/Agency): Animal Services, Personnel, LAPD Senior Lead Officers, and the Neighborhood Prosecutor Program.

Identify External Partners: Los Angeles County Department of Health and County Sheriff.

Summary

Please provide a project summary including goals, objectives (metrics), specific outcomes, and briefly describe the activities that will be used to achieve these goals. You may attach an additional sheet of paper if necessary.

The City Attorney's Dispute Resolution Program will continue to provide comprehensive dispute resolution services that include information, referral, conciliation, mediation, facilitation and consultation services.

City of Los Angeles Grant Award Notification and Acceptance

Fiscal Impact Statement

Please describe how the acceptance of this grant will impact the General Fund. Provide details on any additional funding that may be required to implement the project/program funded by this grant.

The Dispute Resolution Program award involves a 25% in-kind/cash match. Volunteer hours comprise the in-kind portion amounting to \$22,941 . The General Fund provides the cash portion in the amount of \$12,512.

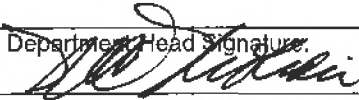
Acceptance Packet

The above named Department has received an award for the Grant Program identified above, accepts full responsibility for the coordination and management of all Grant funds awarded to the City, and will adhere to any policies, procedures and compliance requirements set forth by the Grantor and its related agencies or agents, as well as those of the City, and its financial and administrative departments. The following items comprise the Acceptance Packet and are attached for review by the CAO Grants Oversight Unit:

- | | |
|---|---|
| <input checked="" type="checkbox"/> Grant Award Notification and Acceptance | <input type="checkbox"/> Copy of Award Notice |
| <input checked="" type="checkbox"/> Grant Project Cost Breakdown (Excel Document) | <input checked="" type="checkbox"/> Copy of Grant Agreement (if applicable) |
| <input checked="" type="checkbox"/> Detail of Positions and Salary Costs (Excel Document) | <input type="checkbox"/> Additional Documents (if applicable) |

Department Head Name:
MC Molidor

Department Head Signature:



Date:
9-25-2015

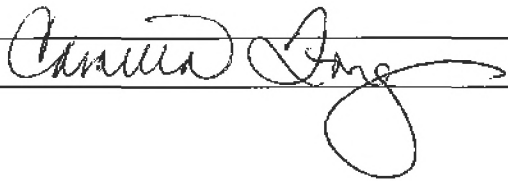
FOR CAO USE ONLY

The Office of the City Administrative Officer, Grants Oversight Unit has reviewed the information as requested, and has determined that the Acceptance Packet is:

- Complete The Acceptance Packet has been forwarded to appropriate CAO analyst
 Returned to Department (Additional information/documentation has been requested.)
 Flagged (See comments below.)

Comments:

CAO Grants Oversight Unit Signature:



Date: 11/17/15



**CONTRACT AMENDMENT FOR
DISPUTE RESOLUTION PROGRAM (DRP)
CONTRACT PERIOD JULY 2014- JUNE 2016**

CONTRACT NUMBER DRP1415019

AMENDMENT NUMBER ONE

This Amendment is made and entered in accordance with Section 8.0. Standard Terms and Conditions, Subsection 8.1, Amendments of the above referenced Contract Number DRP1415019 by and between

**COUNTY OF LOS ANGELES THROUGH ITS
DEPARTMENT OF COMMUNITY AND SENIOR SERVICES ("CSS")**
(hereinafter "COUNTY")

and

**OFFICE OF THE LOS ANGELES CITY ATTORNEY DISPUTE
RESOLUTION PROGRAM**
(hereinafter "CONTRACTOR")

Business Address:
**222 S. Hill Street, Suite 600
Los Angeles, CA 90012**

WHEREAS, reference is made to that certain document entitled "Office of the Los Angeles City Attorney Dispute Resolution Program Contract Number DRP1415019" dated June 17, 2014,(hereafter "Contract"); and

WHEREAS, the parties hereto have previously entered into the above referenced Contract for the purpose of providing DRP services as provided in California Business and Professions Code Sections 465-471.5; and

WHEREAS, it is the intent of the parties hereto to amend Contract to exercise the option to extend the Agreement term for a period not to exceed one (1) year effective July 1, 2015 through June 30, 2016, and increase the Maximum Contract Sum by **\$137,810 for Victim-Offender DRP services** and to provide for other changes set forth herein, in exchange for additional defined Program Services, under Exhibit A, Statement of Work; and

WHEREAS, on **May 5, 2015** the Los Angeles County Board of Supervisors

provided delegated authority to the Director of CSS to amend the standard County Contract provision for Indemnification to use mutual indemnification with the City of Los Angeles through the City's program of self-insurance and to modify or substitute other specific standard County Contract provisions in current and any future DRP Contracts with the Office of the Los Angeles City Attorney for the provision of DRP services as set forth herein; and

WHEREAS, Contract provides that further changes to its terms may be made in the form of a written Amendment which is formally approved and executed by the parties.

NOW THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

- I. This Amendment shall commence upon execution by all parties.
- II. Changes made in items III and IV in this Amendment shall be read as if they existed on June 17, 2014, the original date of Contract.
- III. Section 5.0, Contract Sum, Subsection 5.2, Funding Allocation, Subsection 5.2.1, Maximum Contract Sum, Subsection 5.2.1.1 is deleted in its entirety and replaced as follows:

5.2.1.1 During the term of this Contract, Contractor shall receive funding for providing the Services outlined in this Contract (hereafter "Contract Funds"). The maximum amount of DRP funding for the term of this Contract is **\$275,620 (\$137,810 for FY 2014-15; and \$137,810 for FY 2015-16)** (hereafter "Maximum Contract Sum"). In the event that County exercises its option to extend the Contract term, Contract Funds shall be allocated to Contractor on an annual basis for each Fiscal Year that this Contract is extended (hereafter "Maximum Annual Contract Sum"). The total of all allocations provided to Contractor throughout the term of this Contract (including any term extensions) shall become the Maximum Contract Sum.

- IV. Section 5.0, Contract Sum, Subsection 5.2, Funding Allocation, Subsection 5.2.2, Maximum Contract Sum Funding Source(s), Subsection 5.2.2.2 is deleted in its entirety and replaced as follows:

5.2.2.2 Dispute Resolution Program Act monies: **\$275,620.**

- V. Section 8.0, Standard Terms and Conditions, Subsection 8.12, Contractor Responsibility and Debarment, Subsection 8.12.1, Responsible Contractor, Subsection 8.12.1.1 is deleted in its entirety replaced as follows:

8.12.1.1 For the purposes of this Contract, Contractor shall abide by the requirements of City of Los Angeles Contracting Ordinance

Section 421, as follows:

§421 Contractor Responsibility Ordinance

Unless otherwise exempt in accordance with the provisions of the Ordinance, this Contract is subject to the provisions of the Contractor Responsibility Ordinance, Section 10.40 et seq. of Article 14, Chapter 1 of Division 10 of the Los Angeles Administrative Code, which requires Contractor/Consultant to update its responses to the responsibility questionnaire within thirty calendar days after any change to the responses previously provided if such change would affect Contractor's/Consultant's fitness and ability to continue performing the contract. In accordance with the provisions of this Ordinance, by signing this Contract, Contractor/Consultant pledges, under penalty of perjury, to comply with all applicable federal, state and local laws in the performance of this contract including, but not limited to, laws regarding health and safety, labor and employment, wage and hours, and licensing laws which affect employees. The Contractor/Consultant further agrees to: (1) notify the awarding authority within thirty calendar days after receiving notification that any government agency has initiated an investigation which may result in a finding that the Contractor/Consultant is not in compliance with all applicable federal, state and local laws in performance of this contract; (2) notify the awarding authority within thirty calendar days of all findings by a government agency or court of competent jurisdiction that the Contractor/Consultant has violated the provisions of Section 10.40.3 (a) of the Ordinance; (3) ensure that its subcontractor(s), as defined in the Ordinance, submit a Pledge of Compliance to awarding authorities; and (4) ensure that its subcontractor(s), as defined in the Ordinance, comply with the requirements of the Pledge of Compliance and the requirement to notify Awarding Authorities within thirty calendar days after any government agency or court of competent jurisdiction has initiated an investigation or has found that the subcontractor has violated Section 10.40.3 (a) of the Ordinance in performance of the subcontract.

- VI. Section 8.0, Standard Terms and Conditions, Subsection 8.12, Contractor Responsibility and Debarment, Subsection 8.12.2, Los Angeles County Code Chapter 2.202, Subsections 8.12.2.1 is deleted in its entirety and replaced as follows:

8.12.2.1 For the purposes of this Contract, Contractor shall abide by the requirements of City of Los Angeles Contracting Ordinance Section 421, as follows:

§421 Contractor Responsibility Ordinance

Unless otherwise exempt in accordance with the provisions of the Ordinance, this Contract is subject to the provisions of the Contractor Responsibility Ordinance, Section 10.40 et seq. of Article 14, Chapter 1 of Division 10 of the Los Angeles Administrative Code, which requires Contractor/Consultant to update its responses to the responsibility questionnaire within thirty calendar days after any change to the responses previously provided if such change would affect Contractor's/Consultant's fitness and ability to continue performing the contract. In accordance with the provisions of this Ordinance, by signing this Contract, Contractor/Consultant pledges, under penalty of perjury, to comply with all applicable federal, state and local laws in the performance of this contract including, but not limited to, laws regarding health and safety, labor and employment, wage and hours, and licensing laws which affect employees. The Contractor/Consultant further agrees to: (1) notify the awarding authority within thirty calendar days after receiving notification that any government agency has initiated an investigation which may result in a finding that the Contractor/Consultant is not in compliance with all applicable federal, state and local laws in performance of this contract; (2) notify the awarding authority within thirty calendar days of all findings by a government agency or court of competent jurisdiction that the Contractor/Consultant has violated the provisions of Section 10.40.3 (a) of the Ordinance; (3) ensure that its subcontractor(s), as defined in the Ordinance, submit a Pledge of Compliance to awarding authorities; and (4) ensure that its subcontractor(s), as defined in the Ordinance, comply with the requirements of the Pledge of Compliance and the requirement to notify Awarding Authorities within thirty calendar days after any government agency or court of competent jurisdiction has initiated an investigation or has found that the subcontractor has violated Section 10.40.3 (a) of the Ordinance in performance of the subcontract.

- VII. Section 8.0, Standard Terms and Conditions, Subsection 8.12, Contractor Responsibility and Debarment, Subsection 8.12.3, Non-responsible Contractor, Subsections 8.12.3.1 is deleted in its entirety and replaced as follows:

- 8.12.3.1 For the purposes of this Contract, Contractor shall abide by the requirements of City of Los Angeles Contracting Ordinance Section 421, as follows:

§421 Contractor Responsibility Ordinance

Unless otherwise exempt in accordance with the provisions of the Ordinance, this Contract is subject to the provisions of the Contractor Responsibility Ordinance, Section 10.40 et seq. of Article 14, Chapter 1 of Division 10 of the Los Angeles Administrative Code, which requires Contractor/Consultant to update its responses to the responsibility questionnaire within thirty calendar days after any change to the responses previously provided if such change would affect Contractor's/Consultant's fitness and ability to continue performing the contract. In accordance with the provisions of this Ordinance, by signing this Contract, Contractor/Consultant pledges, under penalty of perjury, to comply with all applicable federal, state and local laws in the performance of this contract including, but not limited to, laws regarding health and safety, labor and employment, wage and hours, and licensing laws which affect employees. The Contractor/Consultant further agrees to: (1) notify the awarding authority within thirty calendar days after receiving notification that any government agency has initiated an investigation which may result in a finding that the Contractor/Consultant is not in compliance with all applicable federal, state and local laws in performance of this contract; (2) notify the awarding authority within thirty calendar days of all findings by a government agency or court of competent jurisdiction that the Contractor/Consultant has violated the provisions of Section 10.40.3 (a) of the Ordinance; (3) ensure that its subcontractor(s), as defined in the Ordinance, submit a Pledge of Compliance to awarding authorities; and (4) ensure that its subcontractor(s), as defined in the Ordinance, comply with the requirements of the Pledge of Compliance and the requirement to notify Awarding Authorities within thirty calendar days after any government agency or court of competent jurisdiction has initiated an investigation or has found that the subcontractor has violated Section 10.40.3 (a) of the Ordinance in performance of the subcontract.

- VIII. Section 8.0, Standard Terms and Conditions, Subsection 8.24, General Provisions for all Insurance Coverage, Subsection 8.24.1 is deleted in its entirety and replaced as follows:

8.24.1 Without limiting Contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in this Paragraph 8.24 and Paragraph 8.25 (Insurance Coverage) of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. County in no way warrants that the Required Insurance is sufficient to protect Contractor for liabilities which may arise from or relate to this Contract. The Contractor, at its sole option, may satisfy all or any part of this insurance requirement through use of a program of self-insurance (self-funding of its liabilities). Certificate evidencing coverage or letter evidencing self-funding will be provided to County after execution of this Agreement at County's request.

- IX. Section 8.0, Standard Terms and Conditions, Subsection 8.26, Liquidated Damages, Subsection 8.26.2.2 is deleted in its entirety and replaced as follows:

8.26.2.2 Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages per day per infraction shall be determined as follows: when this Contract is funded for one (1) Fiscal Year or Program Year term then a reasonable estimate of such damages per day per infraction shall be .0025% of the Maximum Contract Sum; or when this Contract is funded for more than one (1) Fiscal Year or Program Year term then a reasonable estimate of such damages per day per infraction shall be .0025% of the Maximum Annual Contract Sum. In either case, Contractor shall be liable to County for liquidated damages in said amount and this amount shall be deducted from County's payment to Contractor.

- X. Exhibit A, Statement of Work (SOW), Section 3.0, Specific Tasks, Subsection 3.2, Community Dispute Resolution, Subsection 3.2.1 is deleted in its entirety and replaced as follows:

3.2.1 Minimum Cases Initiated

Community Dispute Resolution Contractor shall initiate at least the minimum number of dispute resolution cases each year in each SPA for which Contractor is approved to address Community disputes. The minimum annual number of dispute resolution cases initiated shall be calculated by County based on the annual DRP funds allocated to the Contractor. For the purpose of this Contract, the minimum annual number of dispute resolution cases initiated shall not include any dispute resolutions for which Contractor is contracted for fee by a third party.

- XI. Exhibit A, SOW, Section 3.0, Specific Tasks, Subsection 3.2, Community Dispute Resolution, Subsection 3.2.3 is deleted in its entirety and replaced as follows:

3.2.3 Minimum Number of Previously Un-served Local Stakeholder Groups

For each SPA that Contractor is approved to address Community disputes, Contractor shall project each year a minimum number, not less than one (1), of previously un-served local stakeholder groups, as defined below, that Contractor shall serve with dispute resolution training that complies with the requirements described in Section 16.0, Trainings, of this document. Local stakeholder groups include, but are not limited to, schools, youth-serving organizations, community-based organizations, faith-based organizations, city and county community centers, city and county parks and recreation units, and workplaces.

- XII. Exhibit A, SOW, Section 3.0, Specific Tasks, Subsection 3.3, Day of Hearing Civil Court Dispute Resolution, Subsection 3.3.1 is deleted in its entirety and replaced as follows:

3.3.1 Minimum Cases Initiated

Day of Hearing Civil Court Dispute Resolution Contractor shall initiate at least the minimum number of dispute resolution cases each year for each type of case in each location for which Contractor is approved to address Day of Hearing Civil Court disputes. The annual minimum number of dispute resolution cases initiated for each type of case in each location shall be calculated by County based on the annual DRP funds allocated to the Contractor. For the purpose of this Contract, the minimum annual number of dispute resolutions initiated shall not include any dispute resolutions for which Contractor is contracted for fee by a third party.

- XIII. Exhibit A, SOW, Section 3.0, Specific Tasks, Subsection 3.4, Victim-Offender Dispute Resolution, Subsection 3.4.1 is deleted in its entirety and replaced as follows:

3.4.1 Minimum Cases Initiated

Victim-Offender Dispute Resolution Contractor shall initiate at least the minimum number of dispute resolution cases each year for each law enforcement jurisdiction for which Contractor is approved to address Victim-Offender disputes. The annual minimum number of disputes initiated for each law enforcement jurisdiction shall be calculated by County based on the annual DRP funds allocated to the Contractor. For the purpose of this Contract, the minimum annual number of dispute resolution cases initiated shall not include any dispute resolutions for which Contractor is contracted for fee by a third party.

- XIV. Exhibit A, SOW, Section 4.0, Additional Requirements, Subsection 4.3 is deleted in its entirety and replaced as follows:

4.3 Any Contractor receiving \$50,000 or more in DRP funds shall annually project a minimum annual number, not less than 25, of previously untrained persons that the Contractor will train under the Basic 25-Hour dispute resolution training, which complies with Section 16.0, Trainings, of this Exhibit.

- XV. Exhibit A, SOW, Section 4.0, Additional Requirements, Subsection 4.4 is added as follows:

4.4 Any Contractor receiving under \$50,000 in DRP funds shall annually project a minimum annual number, not less than 10, of previously untrained persons that the Contractor will train under the Basic 25-Hour dispute resolution training, which complies with Section 16.0, Trainings, of this Exhibit.

- XVI. Exhibit A, SOW, Section 10.0, Disputant Follow-up Surveys, Subsection 10.2, is deleted in its entirety and replaced as follows:

10.2 Contractor shall use similar wording and answer options for its Follow-Up Survey as they appear on Exhibit 9, Participant Follow-up Survey, of Appendix C, Exhibits to Statement of Work. Contractor may add additional questions, and shall use similar wording and answer options of the questions in the Exhibit. Contractor shall make good faith effort to conduct a survey of every Disputant who takes part in a dispute resolution process initiated under this Contract. Surveys may be conducted over the phone or electronically, such as e-mail.

XVII. Exhibit B, Budget: "Exhibit B-1, Budget FY 2015-2016", is added as an addendum to "Exhibit B, Budget", and is attached hereto and incorporated herein by reference.

XVIII. Exhibit C, Mandated Program Requirements (MPS): "Exhibit C-1, MPS FY 2015-16", is added as an addendum to "Exhibit C, MPS", and is attached hereto and incorporated herein by reference.

All other terms and conditions of the Contract shall remain in full force and effect.

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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this **Amendment Number One** to be subscribed on its behalf by the Director of Community and Senior Services, and the CONTRACTOR has subscribed the same through its authorized officer. The persons signing on behalf of the CONTRACTOR warrant under penalty of perjury that he or she is authorized to bind the CONTRACTOR.

COUNTY OF LOS ANGELES

By _____
Cynthia D. Banks, Director Date
Community and Senior Services
County of Los Angeles

CONTRACTOR

Contractor's Name (Print)

Contract Number

Taxpayer ID Number

APPROVED AS TO FORM:

BY THE OFFICE OF THE COUNTY COUNSEL

MARK J. SALADINO, County Counsel

BY _____
Lawrence Green Date
Deputy County Counsel

By _____
Authorized Signature Date

Name (Print or Type)

Title (Print or Type)

By _____
Authorized Signature Date

Name (Print or Type)

Title (Print or Type)

**Grant Award Notification and Acceptance
Grant Project Cost Breakdown**

		Department: Office of the City Attorney				
Grant Name: Dispute Resolution Program (VO)		Additional Costs**				
Grant Project Breakdown	Grant Funds	City Funds	Non-City Funds	Total		Comments
Salaries						
1010 Salaries General						
1020 Salaries Grant Reimbursed	96,693	-	21,941	118,634		\$21,941 (program Volunteers) match requirement
1070 Salaries As Needed						
1090 Overtime						
Salaries Total:	\$ 96,693	\$ -	\$ 21,941	\$ 118,634		
Related Costs*						
	CAP Rate					
Fringe Benefits	36.71%	35,496	-	35,496		CAP 35
Department Administration	4.19%		4,051	4,051		Match requirement
Central Services	8.75%		8,461	8,461		Match requirement
Related Costs Total:		\$ 35,496	\$ 12,512	\$ 48,008		
Expense						
2120 Printing & Binding						
2130 Travel						
3040 Contractual Services						
3310 Transportation						
4160 Governmental Meetings						
6010 Office Supplies		2,621		2,621		
6020 Operating Supplies						
7300 Equipment						
Audit Fee		3,000		3,000		
Expenses Total:		5,621	-	5,621		
Grand Total:	\$ 137,810	\$ 12,512	\$ 21,941	\$ 172,263		
<p>*Please use the full Cost Allocation Plan (CAP) rates unless disallowed by the Grantor. CAP rates should be applied to Gross Salaries (including Compensated Time Off.)</p> <p>**Other sources of funding. Please indicate whether these funds are part of a match requirement and whether they are already provided or new funding is required.</p>						

Use CAP 37 - DW

**Grant Award Notification and Acceptance
Detail of Positions Salary Costs for Grant**

Project Name:	Dispute Resolution Program												
									Other Funding Sources				Comments
									City		Non-City		
Job Classification	Total	New	Existing	Grant Funding No.	Grant Funding Cost	Reimbursable* No.	Reimbursable* Cost	Non-Reimbursable** No.	Non-Reimbursable** Cost	No.	Cost		
CA Admin Coord I	1		1	1	\$ 57,847	1	\$ 57,847						
CA Admin Coord I	1		1	1	\$ 38,846	0.7	\$ 38,846	0.3	\$ 16,648				
Total:	2		2		\$ 96,693	1.7	\$ 96,693		\$ 16,648		\$ -		
<p>Indicate classification code by each position and percentage of time spent on this grant. The amounts shown here should only reflect salary costs. Related costs (fringe benefits, department administration and central services) are separate and when combined with salaries, will result in the full costs for personnel. *Reimbursable costs are savings to the City. These costs would include all currently City-funded positions working for the specified grant program activities that will be reimbursed by grant funds.</p> <p>**Non-reimbursable costs may not be reimbursed by the Grant but could be used as a Match or as additional costs needed to enhance the program.</p>													