

CITY OF LOS ANGELES
INTER-DEPARTMENTAL CORRESPONDENCE

0130-01759-1143

Date: December 11, 2014

To: The Mayor
The CouncilAttn: Mandy Morales, Mayor's Office
John White, City Clerk's Office

From: Miguel A. Santana, City Administrative Officer

RJH
RWSubject: **GRANTS PILOT PROGRAM – GRANT ACCEPTANCE PACKET FOR THE
LOS ANGELES COUNTY HOMELESS COURT PROGRAM**

Attached is the Grant Acceptance Packet for the Los Angeles County Sub-award in the amount of \$12,500 received by the City Attorney's Office. The City is a subcontractor to Public Counsel and provided Homeless Court Program services including review of case files, eligibility assessment, dismissal motions and related correspondence for the performance period of March 6, 2014 through September 5, 2014. As a participant in the Grants Pilot Program, this department submitted the packet for review and analysis by the CAO Grants Oversight Unit and the appropriate CAO Analyst.

In accordance with the approved procedures for the Pilot, this Office reviewed the Packet for completeness, conducted a concise analysis and prepared a Fiscal Impact Statement. The Grant Acceptance Packet consists of the following:

- Review of Grant Award and Acceptance Determination
- Department Request for Acceptance of Grant Award
- Sub-Award Agreement with Los Angeles County

If you have any questions about the Grants Pilot Program or the procedures for the Grant Acceptance Packet, please contact Camilla Fong at 213-978-7681.

Attachments

MAS:ACA:CLF:04150029c

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

Recipient City Department: Office of the City Attorney		Award Notification Date:	
Grant Award Title: Homeless Court Program		Grant Amount: \$12,500 Prior Grant Award(s): \$0	
Awarding Agency: County of Los Angeles			
Grant Agreement Number/Reference:	Performance Start Date: March 6, 2014	Performance End Date: September 5, 2014	
Purpose: The Office of the City Attorney requests authority to receive grant funding from the County of Los Angeles. Funding in the amount of \$12,500 will reimburse the City Attorney's Office for supporting the Homeless Court Program from March 6, 2014 to September 5, 2014.			

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 authority to accept \$12,500 in grant funding from the County of Los Angeles for the Homeless Court Program. The Homeless Court Program assists homeless individuals or those at risk for homelessness to resolve legal issues, such as minor traffic citations, warrants, quality of life citations. The County of Los Angeles has an agreement with Public Counsel, a non-profit organization, for the Homeless Court Program. The agreement names the City of Los Angeles as a subcontractor to Public Counsel to provide services for the Homeless Court Program, including reviewing case files, assessing eligibility, executing dismissal motions, and preparing correspondence.

The City of Los Angeles will be reimbursed \$12,500 for services provided by one Deputy City Attorney III assigned to provide services for the program for the period of March 6, 2014 to September 5, 2014. The grant funding will be used to reimburse the General Fund for salary expenditures related to the program. There is no matching requirement for this grant.

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.

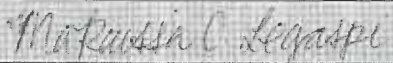


That the Council, subject to the approval of the Mayor.

1. Approve and authorize the City Attorney, or his designee, to execute the attached contract between the City of Los Angeles and Public Counsel in the amount of \$ 12,500 to support the Homeless Court Program from March 6, 2014 to September 5, 2014, 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 \$12,500 from Public Counsel;
3. Authorize the Controller to:
 - a. Establish a receivable within Fund 368 in the amount of \$12,500 from Public Counsel;
 - b. Establish a new appropriation account within Fund 368 as follows:
Account 12L860 - Homeless Court - \$12,500
 - c. Upon receipt of funds, transfer up to \$12,500 from Fund 368, Account 12L860, Homeless Court to Fund 100, Department 12, Revenue Source Code 5301, Reimbursement from Other Funds/Depts; and,
4. Authorize the City Attorney, or his designee, 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):

Approval of this request will allow for the disbursement of funds from the County of Los Angeles for the Homeless Court Program in the amount of \$12,500. This revenue will reimburse the General Fund for salary expenditures related to this program. There is no matching requirement for this grant.

 CAO Analyst	 Chief	 CAO/Assistant CAO	12/11/14 Date
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2014 OCT -9 PM 4:46

CITY ADMINISTRATIVE OFFICER

MICHAEL N. FEUER
CITY ATTORNEY

October 8, 2014

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: Homeless Court

Contact person: Michiko Reyes (213) 978-7020
Songhai Miguda-Armstead (213) 978-2167

Dear Mayor Garcetti and Members of City Council:

The City Attorney's Office is herewith transmitting for your approval of the Controller's instructions related to the Homeless Court Program totaling \$12,500, which provides reimbursable funding to the Los Angeles City Attorney's Office's for its role supporting the Homeless Court Program for the period March 6, 2014 through September 5, 2015. This agreement represents Amendment #6 to the Original Prime Agreement entered into between the County of Los Angeles and Public Counsel on May 14, 2008. Amendment #6 introduces a provision naming the City of Los Angeles as a subcontractor to Public Counsel to provide Homeless Court Program services that include reviewing case files, assessing eligibility, executing dismissal motions, and preparing correspondence.

The City of Los Angeles has long struggled to adequately address the conditions of homelessness and has one of the largest homeless populations in the country. The Homeless Court Program helps homeless individuals or those at risk for homelessness to resolve the legal barriers that are just one of the many challenges they face on the road to self-sufficiency. Homeless Court eliminates certain minor traffic citations, warrants, quality of life citations, and related fines – all of which can detrimentally affect a person's employment and housing opportunities.

A consortium of partners comprises the Los Angeles County Homeless Court Program, which includes the Los Angeles County Board of Supervisors, Los Angeles County Chief Executive Office, Superior Court of California, County of Los Angeles, Los Angeles City Attorney, Los Angeles County District Attorney, Los Angeles County Public Defender, and Public Counsel, in addition to homeless advocates.

Below represents the number of cases/matters served by Homeless Court in 2013-14 and estimated number of homeless court cases in FY 2014-15.

Period	# Applicants (cleared session, ineligible & those whose applications were returned)	# Participants invited to Session	# Session participants who attended session	# Motions for session participants	#Sessions
Mar 2013 – Feb 2014	400	143	68	560	2
Mar 2014 – July 2014	160	133	64	580	2

The total cost for FY 2014-2015 is \$ 12,500, of which \$ 12,500 is reimbursed by the County of Los Angeles. The grant funds are detailed as follows:

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

1. **AUTHORIZE** the City Attorney or designee to accept the contract in the amount of \$ 12,500 to support Homeless Court from March 6, 2014 to September 5, 2014.
2. **ACCEPT** the funding in the amount of \$ 12,500 from Public Counsel.
3. **AUTHORIZE** the Controller:
 - a. Establish a receivable from the County of Los Angeles in the amount of \$ 12,500.
 - b. Establish the following appropriation account within Fund 368:

Account No. 12L860 - Homeless Court	\$ 12,500
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 - c. Upon receipt of grant funds, transfer \$ 12,500 from Fund 368, Account 12L860 – Homeless Court to Fund 100, Department 12, Revenue Source 5301 reimbursement from other funds.

4. **AUTHORIZE** the City Attorney, or designee, 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.

Thank you for your consideration to this matter. If you or your staff should have any questions or need any further information, please contact Michiko Reyes at 213 978-7020 or Songhai Miguda-Armstead at 213 978-8100.

Sincerely,


Leela Kapur
Chief of Staff

Cc: Miguel Santana, CAO
Maria Legaspi, CAO
Michiko Reyes, City Attorney
Songhai Miguda-Armstead

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 type="checkbox"/> Sub-Allocation				
Grants Coordinator: Janette Flintoft		E-Mail: janette.flintoft@lacity.org		Phone: 213-215-5808
Project Manager: Songhai Miguda Armstead		E-Mail: songhai.miguda-armstead@lacity.org		Phone: 213-978-8100
Department/Bureau/Agency: City Attorney Criminal Division				Date: 10/8/2014
Grant Information				
Name of Grantor: County of Los Angeles			Pass Through Agency: n/a	
Grant Program Title: Homeless Court Program			Notification of Award Date: n/a	
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 type="checkbox"/> Other		Grant Type: <input type="checkbox"/> Formula/Block <input type="checkbox"/> Competitive/Discretionary <input checked="" type="checkbox"/> Other		Funds Disbursement: <input type="checkbox"/> Advance <input checked="" type="checkbox"/> Reimbursement
				Agency's Grant ID: CFDA # _____ Other ID # _____ eCivis ID# _____
Match Requirement: <input checked="" type="checkbox"/> None <input type="checkbox"/> Recommended <input type="checkbox"/> Mandatory _____ Amount = _____ % Match				
Match Type: <input type="checkbox"/> Cash <input type="checkbox"/> In-Kind Identify Source of Match: _____				
Fiscal Information:	Awarded Funds \$12,500	Match/In-Kind Funds \$	Additional/Leveraged Funds \$	Total Project Budget \$
Approved Grant Budget Summary:				
<u>Category</u>	<u>Awarded</u>	<u>Match</u>	<u>Additional</u>	<u>Explanation</u>
Personnel				
Salaries	12,500			
Fringe Benefits				
Indirect				
Equipment				
Materials/Supplies				
Travel				
Contractual Services				
Other				
Total:	12,500			
Approved Project				
Descriptive Title of Funded Project: Homeless Court Program				
Performance Period Start/End Dates (Month/Day/Year): Start: 3/6/14 End: 9/5/14		Citywide: <input checked="" type="checkbox"/> Affected Council District(s): All Affected Congressional District(s): All		
Purpose: <input type="checkbox"/> Capital/Infrastructure <input type="checkbox"/> Equipment <input checked="" type="checkbox"/> Program <input type="checkbox"/> Planning/Training <input type="checkbox"/> Pilot/Demonstration				
Identify Internal Partners (City Department/Bureau/Agency): LAPD, LAHSA, Public Counsel				
Identify External Partners:				
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 Homeless Court Program serves to resolve minor traffic and quality of life offenses, as well as connect homeless and formerly homeless individuals with services, treatment and housing. This agreement marks the first time the Los Angeles City Attorney's Office is being reimbursed for its participation in this program, which began in 2008. Each year the program interfaces with 300 to 400 homeless individuals seeking 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.

None.

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

Department Head Name:
MC Molidor

Department Head Signature:

Date:
10/08/14

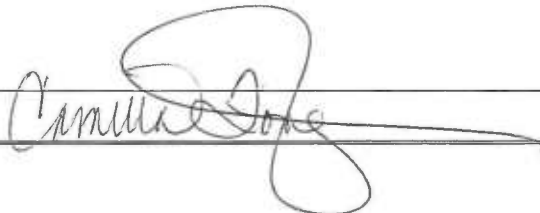
FOR CAO USE ONLY

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: 12/9/14

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

						Department:	Los Angeles City Attorney
Homeless Court Program		Additional Costs**					
Grant Project Breakdown		Grant Funds	City Funds	Non-City Funds	Total	Comments	
Salaries							
1010 Salaries General		12,500			12,500		
1020 Salaries Grant Reimbursed					0		
1070 Salaries As Needed					0		
1090 Overtime					0		
Salaries Total:		\$ 12,500			12,500		
Related Costs City Attorney							
	CAP Rate						
Fringe Benefits					0		
Department Administration					0		
Central Services					0		
Related Costs Total:		\$ -	\$ -	\$ -	0		
Expense							
2120 Printing & Binding					0		
2130 Travel					0		
3040 Contractual Services					0		
3310 Transportation					0		
4160 Governmental Meetings					0		
6010 Office Supplies					0		
6020 Operating Supplies					0		
7300 Equipment					0		
Other (Database)					0		
Expenses Total:		\$0			0		
Grand Total:		\$ 12,500	\$ -	\$ -	\$ 12,500		
*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.)							

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

	**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.	
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AGREEMENT REGARDING SUBCONTRACTED SERVICES

THIS AGREEMENT REGARDING SUBCONTRACTED SERVICES, dated as of _____, 2014 (as amended, restated, supplemented or otherwise modified from time to time in accordance with the terms and conditions hereof, this "Subcontract"), is entered into between Public Counsel ("Contractor") and the City of Los Angeles ("Subcontractor").

RECITALS

WHEREAS, on March 6, 2008, Contractor entered into that certain Contract No. AO-08-035 for Los Angeles County Homeless Court Program ("Original Prime Agreement") with Los Angeles County ("County"), which Original Prime Agreement was subsequently amended by that certain (a) Amendment Number One to Contract No. AO-08-035 for Los Angeles County Homeless Court Program, dated May 14, 2008, by and between County and Contractor ("Amendment No. 1"); (b) Amendment Number Two to Contract No. AO-08-035 for Los Angeles County Homeless Court Program, dated August 27, 2010, by and between County and Contractor ("Amendment No. 2"); (c) Amendment Number Three to Contract No. AO-08-035 for Los Angeles County Homeless Court Program, dated March 4, 2011, by and between County and Contractor ("Amendment No. 3"); (d) Amendment Number Four to Contract No. AO-08-035 for Los Angeles County Homeless Court Program, dated May 2, 2012, by and between County and Contractor ("Amendment No. 4"); (e) Amendment Number Five to Contract No. AO-08-035 for Los Angeles County Homeless Court Program, dated November 7, 2013, by and between County and Contractor ("Amendment No. 5"); and (f) Amendment Number Six to Contract No. AO-08-035 for Los Angeles County Homeless Court Program, dated _____, 2014, by and between County and Contractor ("Amendment No. 6" and, together with the Original Prime Agreement, Amendment No. 1, Amendment No. 2, Amendment No. 3, Amendment No. 4 and Amendment No. 5, the "Prime Agreement");

WHEREAS, Amendment No. 5 further modifies certain tasks, subtasks, deliverables, goods, services, and other work that Contractor shall deliver under the Prime Agreement (collectively, "Work"); and

WHEREAS, Contractor desires to engage Subcontractor for the purpose of providing, and Subcontractor desires to provide, certain services as specified in Section 1 below in support of the Los Angeles County Homeless Court Program;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Contractor and Subcontractor agree as follows:

1. Subcontractor's Scope of Services. Subcontractor shall provide the following:
 - a. office space and related equipment (including all necessary supplies) that can be used by members of Contractor's staff to perform certain tasks for the Los Angeles Homeless Court Program;
 - b. access to criminal and other databases necessary for members of Contractor's staff to run background checks to determine a participant's eligibility for the Los Angeles County Homeless Court Program (which databases shall be those historically used by the Los Angeles County Homeless Court Program for this purpose);

- c. assistance from staff of the City Attorney's Office in reviewing case files, assessing eligibility, signing motions and correspondence;
- d. reports and data reasonably requested by Contractor and County; and
- e. other general support for the Los Angeles County Homeless Court Program as reasonably requested by Contractor and County from time to time.

2. Incorporation Terms and Conditions of Prime Agreement.

- a. Subcontractor and Contractor shall be bound by all of the terms and conditions set forth in the Prime Agreement, including all exhibits, schedules, and appendices thereto, as if Subcontractor were the "Contractor" under the Prime Agreement and Contractor were the "County" under the Prime Agreement, such terms and conditions of the Prime Agreement being incorporated by reference as if set forth herein, except that (i) the scope of Work to be performed by Subcontractor shall be solely as set forth in Section 1 above; (ii) the amount of any payments paid or payable to Subcontractor for the performance of such Work shall be solely as set forth in Section 10 below; (iii) the payment process for the payments to Subcontractor shall be solely as set forth in Section 10 below; and, (iv) as between Contractor and Subcontractor, Paragraphs 8.23-8.25 (Indemnification; General Insurance Requirements; and, Insurance Coverage Requirements) of the Prime Agreement shall be amended and restated as set forth in Section 2(b) below.
- b. For purposes of this Subcontract, Paragraphs 8.23-8.25 (Indemnification; General Insurance Requirements; and, Insurance Coverage Requirements) of the Prime Agreement shall be superseded in their entirety by the following:

8.23 INDEMNIFICATION. The City and County are public entities. In contemplation of the provisions of Section 895.2 of the Government Code of the State of California imposing certain tort liability jointly upon public entities, solely by reason of such entities being parties to an Agreement as defined by Section 895 of said Code, the parties hereto, as between themselves, pursuant to the authorization contained in Section 895.4 and 895.6 of said Code, will each assume the full liability imposed upon it or upon any of its officers, agents or employees by law, for injury caused by a negligent or wrongful act or omission occurring in the performance of this Agreement, to the same extent that such liability would be imposed in the absence of Section 895.2. To achieve the above-stated purpose, each party indemnifies and holds harmless the other party for all losses, costs, or expenses that may be imposed upon such other party solely by virtue of said Section 895.2. The provision of Section 2778 of the California Civil Code is made a part hereto as if fully set forth herein. The provisions of this paragraph survive expiration or termination of this Agreement.

8.24 GENERAL INSURANCE REQUIREMENTS. Each party to this Subcontract certifies that it has adequate commercial insurance or self-insured retention of funds to meet any obligation arising from this

Subcontract. Subcontractor's existing proof of insurance is attached as **Exhibit 1** hereto.

8.25 INSURANCE COVERAGE REQUIREMENTS. N/A

3. Contact Information. All notices to Contractor or Subcontractor pursuant to this Subcontract or the Prime Agreement shall be transmitted to the following contacts.

Subcontractor: Los Angeles City Attorney's Office
Songhai Miguda Armstead, City Attorney
200 N. Main Street, CHE 5th floor
Los Angeles, CA 90012

Patrick K. Shibuya, City Attorney
200 N. Main Street, CHE 5th floor
Los Angeles, CA 90012

<u>Contractor:</u>	Public Counsel	<i>With a copy to the following for any invoicing or billing matters:</i>
	Will Watts 610 S. Ardmore Ave. Los Angeles, CA 90005	Shari Bartz 610 S. Ardmore Ave. Los Angeles, CA 90005
	(p): 213-385-2977 ext. 110 (f): 213-385-9089 wwatts@publiccounsel.org	(p): 213-385-2977 ext. 116 (f): 213-385-9089 sbartz@publiccounsel.org

4. Term of Subcontract. The term of this Subcontract shall commence on the effective date of Amendment No. 5 and expire on the earlier of (a) the expiration or termination of the Prime Agreement or (b) September 5, 2014, unless sooner terminated or extended, in whole or in part, as provided in the Prime Agreement.
5. Professionalism. All work shall be done in a professional manner and in accordance with standard industry practices.
6. Licensing. Subcontractor shall maintain all necessary licenses and/or certifications to perform the services contemplated by this Subcontract.
7. Ethics. Subcontractor shall conduct its business affairs ethically and with integrity and using acceptable business practices.
8. No Employer-Employee Relationship. The parties to this Subcontract acknowledge that the relationship is that of prime Contractor and independent Subcontractor. Consistent with the foregoing, Contractor shall not deduct withholding taxes, RCA, or any other taxes

required to be deducted by an employer. Subcontractor is expected to pay its employees, apprenticeship program fees and all related applicable taxes, workers' compensation, etc., in accordance with state and federal guidelines.

9. Conflict of Interest. The existence of this Subcontract shall not restrict Subcontractor's right to engage in other consulting and business activities as long as no conflict of interest exists. Likewise, Subcontractor and its employees shall not share or disclose proprietary information that they learn about Contractor or any participants in the Los Angeles County Homeless Court Program while fulfilling this Subcontract.
10. Payment Schedule and Invoicing. Payment for services under this Subcontract shall be made directly to Subcontractor by Contractor. However, Contractor shall have no obligation to pay Subcontractor unless and until Contractor is reimbursed for such services by County and only if Subcontractor has provided the services set forth in Section 1 above. Contractor shall pay Subcontractor based upon the services rendered and in accordance with the budget attached as **Exhibit 2** to this Subcontract. In no event shall reimbursement exceed the amounts set forth on **Exhibit 2** for the periods identified thereon. Payment by Contractor to Subcontractor shall be based upon the same billing cycle that Contractor has with County and shall be made within 5 business days after Contractor's receipt of reimbursement from County for such services. As a condition to payment hereunder, Subcontractor shall submit each of the following items to Contractor by the 5th calendar day of the month immediately following the month in which services were rendered:
 - a. Invoice for the appropriate amount as set forth on **Exhibit 2** to this Subcontract; and
 - b. Such other items requested by Contractor or County from time to time.
11. Interns and Apprentices. Subcontractor must ensure that all of its interns and apprentices providing services under this Subcontract have proper orientation, training and supervision to perform their prescribed duties for the program, and meet all of the requirements and conditions of any employee of Subcontractor providing services under this Subcontract.
12. Agreement Regarding Products and Services. Contractor will be acquiring from Subcontractor certain products ("Products") and/or related services ("Services") to be provided to County under the Prime Agreement. The list of Products and/or Services to be provided is set forth in Section 1 above. Subcontractor shall provide such Products and/or Services on behalf of Contractor to the County.
13. County as Third Party Beneficiary. Contractor and Subcontractor acknowledge that this Subcontract is entered into for the benefit of County and that County is expressly made a third party beneficiary of this Subcontract. Accordingly, at any time and from time to time, County may compel Contractor to enforce against Subcontractor and on County's behalf, any and all rights and remedies Contractor may have with respect to Subcontractor's breach of this Subcontract.
14. Representations and Warranties. Each of Subcontractor and Contractor represents and warrants to the other party (and to County as a third party beneficiary under this Subcontract) that this Subcontract has been duly authorized, executed, and delivered by

such party, and that such party has all necessary corporate power and authority to enter into this Subcontract and to perform its respective obligations under this Subcontract. Each party additionally represents and warrants to the other party (and to County as third party beneficiary under this Subcontract) that this Subcontract constitutes a legal, valid, and binding obligation of such party, enforceable against such party in accordance with its terms.

15. Change Orders and Amendments. Except to the extent expressly provided in this Subcontract, no change order, amendment, modification, termination, or waiver of any provision of this Subcontract (including the exhibits attached hereto) shall be effective unless the same shall be in writing, signed by Contractor and Subcontractor, and acknowledged by County.
16. Assignment. Neither party may assign its rights and obligations under this Subcontract (including the exhibits attached hereto) without the prior written consent of the other party and prior written acknowledgment of County.
17. Effect on Prime Agreement. Except as expressly set forth in Section 2(b) hereto with respect to Subcontractor and Contractor, nothing contained herein shall be construed as amending or modifying in any fashion any term or condition set forth in the Prime Agreement or any exhibits, schedules, attachments, or appendices thereto. Contractor expressly ratifies and affirms its rights and obligations under the Prime Agreement.
18. Counterparts. This Subcontract may be executed in any number of original or facsimile counterparts, each of which when taken together shall constitute an original.
19. Entire Agreement. This Subcontract and any and all exhibits, schedules, attachments, and appendices hereto and thereto constitutes the complete and exclusive statement of understanding between the parties and with County and supersedes all previous agreements, written or oral, and all communications directly relating to the subject matter of this Subcontract.
20. Governing Law. This Subcontract shall be governed by, and construed in accordance with, the substantive and procedural laws of the State of California applicable to agreements made and to be performed within that State.

[Signatures on Next Page]

IN WITNESS WHEREOF, Contractor and Subcontractor have caused this Subcontract to be executed as of the day and year first above written.

CONTRACTOR

By _____
Name
Title

Date

THE CITY OF LOS ANGELES
SUBCONTRACTOR

By _____
Name
Title

Date

Approved as to form and legality
MICHAEL N. FEUER, City Attorney

Attest:
HOLLY L. WOLCOTT, City Clerk

By _____
Laurel L. Lightner
Assistant City Attorney

By _____
Deputy City Clerk

Date

Date

EXHIBIT 1

PROOF OF INSURANCE

EXHIBIT 2

BUDGET

**OFFICE OF THE CITY ATTORNEY
HOMELESS COURT
March 6, 2014 - September 5, 2014**

Salary	
Deputy City Attorney III, 169 hours @ \$73.97/hour	\$ 12,500.00

TOTAL	\$ 12,500.00
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4848-5487-3628, v. 2