

ERIC GARCETTI
MAYOR

February 2, 2017

Honorable Members of the City Council
c/o City Clerk
Room 395, City Hall

RE: Notification of Application and Request for Authority to Accept Grant Award for FY 2016 Training and Services to End Violence Against and Abuse of Women with Disabilities

Dear Honorable Members:

Pursuant to Section 14.6 of the Los Angeles Administrative Code, the Mayor's Office of Public Safety is notifying the City Council of the submission of a competitive grant application for the FY 2016 Training and Services to End Violence Against Women with Disabilities Grant Program. The Department of Justice, Office of Violence Against Women (OVW) issued an RFP for the FY 2016 OVW Training and Services to End Violence Against Women with Disabilities Grant Program on January 21, 2016. An application (Attachment 1) on behalf of the City of Los Angeles was submitted on March 10, 2016. On September 8, 2016 the City of Los Angeles received the award letter (Attachment 2).

Transmitted herewith for consideration by the City Council is a request to accept \$500,000 in grant funds and expend the grant award in accordance with the approved budget. The performance period is October 1, 2016 to September 30, 2019. There is no match requirement associated with the FY16 OVW Training and Services to End Violence Against Women with Disabilities Grant Program.

Background

The OVW Training and Services to End Violence Against Women with Disabilities Grant Program was statutorily created by the Violence Against Women Act of 2000 and reauthorized and revised in the Violence Against Women Act of 2005. The goal of the Disability Grant Program is to create sustainable change within and between organizations that results in increased capacity to respond to individuals with disabilities and Deaf individuals who are victims of sexual assault, domestic violence, dating violence, and

stalking; and to hold perpetrators of such crimes accountable. Disability Grant Program funds will be used to establish and strengthen multidisciplinary collaborative relationships; increase organizational capacity to provide accessible, safe, and effective services to individuals with disabilities and Deaf individuals who are victims of violence and abuse; and identify needs within the grantee's organization and/or service area, and develop a plan to address those identified needs that builds a strong foundation for future work.

Project Description

As the second largest city in the United States, Los Angeles handles thousands of calls related to domestic violence and sexual assault each year, many of which involve victims with disabilities. To address this epidemic, the City of Los Angeles is proposing to establish the Los Angeles Violence Against Women with Disabilities program (LA Violence Against Women with Disabilities Program). This three year collaboration will enhance policies, procedures, and training that assist the City and its partners in addressing the needs of victims of domestic violence and sexual assault with all types of disabilities within the City of Los Angeles.

Grant resources will leverage and enhance the City of LA's existing Domestic Abuse Response Team (DART) and Sexual Abuse Response Team (SART) resources and will identify gaps, develop policies and procedures, and coordinate and train the City's law enforcement and victim advocates in the provision of targeted intervention, support, referral, and other services focused on the unique needs of disabled victims of domestic violence and sexual assault. The program will simultaneously work to improve the effectiveness and efficiency of the City's response in protecting one of its most vulnerable populations.

During the course of this project, the City of Los Angeles and its partner agencies will develop and implement the following program planning requirements:

- A Collaboration Charter and Project Focus Memo will be drafted, facilitated by the partner agencies and the Project Coordinator, to further define the scope of the project;
- A Needs Assessment Plan and Tools, and Needs Assessment Report, will be conducted to investigate the City's gaps and target identification on improvement of policies, procedures, training, and other specific aspects of providing adequate and appropriate services to disabled victims of domestic violence and sexual assault; and
- In the second phase of the project, a strategic plan based on the gaps identified in the Needs Assessment Report will be developed and implemented.

The partner agencies will also dedicate personnel to undergo Office of Violence Against Women (OVW) trainings in order to begin the process of building local capacity among law enforcement, governmental agency staff, and victim advocates.

The LA Violence Against Women with Disabilities program represents a collaborative effort between the Los Angeles Police Department (LAPD), the Mayor's Office of Public Safety (MOPS), the City of Los Angeles Department on Disability (DOD), and two non-profit service providers (the Westside Center for Independent Living and Peace Over Violence).

As part of the application process, the Department of Justice required the partnership to execute a Memorandum of Understanding (MOU) detailing the terms, roles and responsibilities of the partnership (Attachment 3) and the Mayor's Office of Public Safety (MOPS) is the lead agency and applicant for this grant.

Below is a summary of the budget for the City of Los Angeles FY 2016 Training and Services to End Violence Against Women with Disabilities Grant Program:

Cost Category	Budget
Personnel	48,991
Grant Administration – Mayor Salaries	238,848
Contractual Services	182,552
Supplies	14,609
Travel and Training	15,000
Total:	\$500,000

Personnel: \$48,991

A total of \$36,751 is budgeted for the Los Angeles Police Department (LAPD) Domestic Violence (DV) Coordinator who serves as the law enforcement representative for this program. This individual currently oversees all of the LAPD's domestic and sexual violence activities and partnerships, and will serve as a dedicated partner in the development and implementation of policies, procedures, and training necessary to better serve disabled victims of DV and sexual assault. The individual will also assist in coordinating training and oversight of any other policy issues related to LAPD Officers assigned to DART and SART units, as defined by the collaborative partners. Additionally, a total of \$12,240 will be allocated to the Department on Disability to provide sign-language interpretation services.

Grant Administration: \$238,848

A total of \$238,848 is budgeted for the Mayor's Office of Public Safety (MOPS), for a Program Coordinator and a DV Coordinator. The Program Coordinator/Grant Specialist is responsible for overall management, coordination, and implementation of the proposed training program, as well as all federally-mandated reporting and budget and grant management activities. The DV Coordinator will ensure that all of the City's DV and sexual assault programs are coordinated and able to provide a seamless and robust response for all victims, particularly those with disabilities.

Contractual Services: \$182,552

A total of \$182,552 will be utilized for consultant/contractual services. Two non-profit services providers, Westside Center for Independent Living (\$86,370) and Peace Over Violence (\$96,182) will provide consultation and subject matter expertise in the area of victims with disabilities to the project partners, and will collaborate in the development and delivery of policies, procedures and training.

Supplies: \$14,609

A total of \$14,609 has been allocated for the following: printing of accessible materials and pictograms to assist in communication for blind, vision impaired, and deaf victims of domestic violence and sexual assault; assistive listening devices to communicate with victims who have hearing aids or need additional amplification; posters and brochures for educational awareness and to provide law enforcement victim service providers with resource materials to distribute; and office supplies.

Travel and Training: \$15,000

A total of \$15,000 has been allocated to cover the cost of travel for staff of the City of Los Angeles and contractor travel in accordance with program guidelines.

It is therefore requested that the City Council:

1. **Authorize** the Mayor, or designee, to:

- a. **Accept** on behalf of the City, the FY 2016 OVW Training and Services to End Violence Against Women with Disabilities Grant Program Grant Award in the amount of \$500,000 from the Department of Justice, Office of Violence Against Women, for a performance period of October 1, 2016 to September 30, 2019;
- b. **Execute** the Grant Award Agreement on behalf of the City of Los Angeles and submit any other necessary agreements and documents relative to the grant award, subject to the approval of the City Attorney as to form;
- c. **Adopt** the FY 2016 OVW Training and Services to End Violence Against Women with Disabilities Grant Program Grant Award budget and authorize the Mayor's Office of Public Safety to expend the grant in accordance with the approved budget;
- d. **Execute**, on behalf of the City, a Professional Services Agreement between the City of Los Angeles and the Westside Center for Independent Living for a term of up to 36 months within the applicable performance period, for a total not to exceed \$86,370, subject to the approval of the City Attorney as to form; and

- e. **Execute**, on behalf of the City, a Professional Services Agreement between the City of Los Angeles and Peace Over Violence for a term of up to 36 months within the applicable performance period, for a total not to exceed \$96,182, subject to the approval of the City Attorney as to form.

2. Authorize the Controller to:

- a. **Establish** a new interest-bearing Fund XXX entitled "OVW Training and Services for Women With Disabilities" and create a receivable in this new Fund in the amount of \$500,000, expend funds upon presentation of proper documentation from the Mayor's office and create new **Appropriation Accounts** within the new Fund XXX, Department 46 as follows:

Appropriation Number	Account Name	Amount
46N146	Mayor	\$61,213
46N299	Reimbursement for General Fund Costs	\$22,386
46N170	LAPD - Personnel	\$12,250
46N970	LAPD	\$24,501
46N246	Mayor Reserve	\$155,249
46N304	Contractual Services	\$182,552
46N846	Mayor-Operating	\$12,240
46N601	Supplies	\$14,609
46N213	Travel	\$15,000
Total:		\$500,000

- b. Transfer appropriations from XXX/46, to the General Fund and/or Special Fund to reimburse grant related expenditures as follows:

TRANSFER

FROM:

<u>Fund/Dept. No.</u>	<u>Account No.</u>	<u>Account Name</u>	<u>Amount</u>
XXX/46	46N170	LAPD Salaries	\$ 12,250.00
XXX/46	46N213	Travel	\$ 15,000.00
XXX/46	46N146	Mayor	\$ 61,213.00
Total:			\$ 88,463.00

TRANSFER TO:

<u>Fund/Dept. No.</u>	<u>Account No.</u>	<u>Account Name</u>	<u>Amount</u>
100/46	001020	Salaries, Grant Reimb	\$ 61,213.00
100/46	002130	Travel	\$ 15,000.00
100/70	001012	Salaries, Sworn	\$ 12,250.00
Total:			\$ 88,463.00

3. **INSTRUCT** the Controller to transfer up to \$22,386 from Fund XXX, Account No. 46N299 to the Mayor's General Fund No. 100, Department 46, Revenue Source No. 5346, for reimbursement of grant-funded fringe benefits;
4. **AUTHORIZE** the Controller, to transfer cash from Fund XXX/46 FY 2016 OVW Training and Services to End Violence Against Women with Disabilities Grant Program to reimburse the General Fund on an as-needed basis, upon presentation of proper documentation from the City Departments subject to the Mayor's Office of Public Safety approval; and
5. **AUTHORIZE** the Mayor, or designee, to prepare Controller's instructions for any necessary technical adjustments, subject to the approval of the City Administrative Officer and authorize the Controller to implement the instructions.

Sincerely,



Eric Garcetti
Mayor

EG:cp:eci

Attachments

- 1 Grant Application
- 2 Award Letter
- 3 Memo of Understanding (MOU)

2016 Training and Services to End Violence Against Women with Disabilities Grant

Summary Data Sheet

1. Authorized Representative

Name: The Honorable Eric Garcetti
 Title: Mayor
 Address: 200 North Spring Street, 3rd Floor
 Los Angeles, California 90012
 Telephone: (213) 978-0600
 E-mail Address: MAYOR@lacity.org

2. Grant Point of Contact

Name: Thalia Polychronis
 Title: Executive Officer
 Address: 200 North Spring Street, 3rd Floor
 Los Angeles, California 90012
 Telephone: 213-978-0825
 E-mail Address: Thalia.Polychronis@lacity.org

3. Statement: The City of Los Angeles will serve as the fiscal agent and sponsor for the nonprofit organization partners that will ultimately implement the project. Should an award be made, the City of Los Angeles will be responsible for all statutory, fiscal, and programmatic requirements, as well as project deliverables. The City of Los Angeles will enter into agreement with two non-profit service providers – Peace Over Violence and Westside Center for Independent Living. There will also be three departments within the City of Los Angeles participating in this project. Details on each agency can be found in the MOU.

4. Statement: The City of Los Angeles has expended \$22,518 in OVW funds in the Fiscal Year ending June 30, 2016.

5. Other Federal Grant Programs:

- Department of Justice, Office of Violence Against Women, Enhanced Training and Services to End Violence Against and Abuse of Women Later in Life Program

Department of Justice, Office of Violence Against Women, Grants to Encourage Arrest Policies and Enforcement of Protection Orders Program

6. The City of Los Angeles is not a non-profit organization.

7. The City of Los Angeles does not hold any money in an offshore account.

8. The City of Los Angeles is not a non-profit organization and therefore the IRS's three-step safe-harbor procedure is not applicable.

9. This is a new application

10. Geographic focus

The project will be implemented locally, in the City of Los Angeles, which is 469 square miles and home to an ethnically diverse population of nearly 3.8 million people, of whom nearly 400,000 or 10% have a disability. Los Angeles' diverse demographics have additional cultural

2016 Training and Services to End Violence Against Women with Disabilities Grant

implications that must be considered in addressing individuals with disabilities who are victims of domestic violence, as variations in social and cultural values impact victim interactions with the law enforcement and criminal justices systems.

11. Disability focus for this project will be general disabilities.

12. Crime focus will be sexual assault, domestic violence, stalking, or a combination

13. Multidisciplinary Collaborative Team Stakeholders

Nonprofit, non-governmental victims' services providers:

- Peace Over Violence a sexual and domestic violence prevention and crisis intervention center, committed to building healthy relationships, families, and communities
- Westside Center for Independent Living, a social services agency dedicated to enhancing the quality of life for people with various disabilities.

These agencies are recognized as a nonprofit organization under section 501(c)(3) of the internal revenue code.

City of Los Angeles partners:

- The Mayor's Office of Public Safety who will administer this project.
- The Los Angeles Police Department (LAPD), the third largest police department in the nation. It serves a geographical region of 428 square miles and is comprised of 21 police stations or "divisions."
- The City of Los Angeles Department of Disability.

14. Percentage of grant activities, should the City of Los Angeles' application be funded, will address each of the following areas:

- Sexual Assault = 25%;
- Domestic Abuse = 75 %;
- Dating/teen dating violence = 0%; and/or
- Stalking = 0%

15. Summary of Current Projects – See Below.

16. Current Grant Awards – See Below.

Applicant Name: City of Los Angeles

Size of Service Area: 3.8 million

Size of Target Population: 400,000

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2016 Training and Services to End Violence Against Women with Disabilities Grant

Program Coordinator: Lydia Carrillo (37.5%)
Program Advocate: Fabiola Ortega (62%)
Project Coordinator: Judy Garland (35%)
Program Advocate: Maria Lovo (40%)
Receptionist/Program Advocate: Patricia Turner (37.5%)
Receptionist/Program Advocate: Sylvia Bell (37.5%)
Program Advocate: Claudia Villa (50%)
Peace Over Violence DART:
Program Director: Yvette Lozano(9%)
Case Manager: Imelda Talamantes(20%)
DART Coordinator: Britni Soto (18%)
Case Manager II: Ana Santamaria (59%)
Clerical/Accounting Clerk: Quintana Bulliox (8%)
Peace Over Violence SART:
Program Director: Yvette Lozano (15%)
Emergency Services Coordinator: Ana Santamaria (40%)
Director Clinical Services: (22%)
Counselor/Case Manager: (12%)
Case Manager/Counselor II: (62%)
Clerical/Accounting Clerk: Quintana Bulliox (13%)
Rainbow:
Executive Director: B. Schirmer (1%)
Director of Finance: C. Varrial (3%)
Director of Legal Services: M. Fukuroda (6%)
Paralegal: E. Romero (42%)
Residential Workers (12%)
Jewish Family Services:
Program Coordinator: Mari Aghanoorian (28.25%)
Legal Advocate: Gayane Manukyan (26%)
Victim Advocate: Michelle Marsh (31%)
Valley Cares:
Client Advocacy Specialist (85%)
Domestic Abuse Center:
Senior Advocate: Josie Chaves(100%)
Advocate: Joan Lee (100%)
Advocate: Jessica Schaffer (100%)

2016 Training and Services to End Violence Against Women with Disabilities Grant

2014-WE-AX-0051	9/30/17	Arrest Policies FY14	\$900,000	TOTAL Remaining: \$773,293 A. Personnel: \$27,453 B. Fringe: \$12,900 C. Travel: \$1,865 D. Equipment: \$0 E. Supplies: \$0 F. Construction: \$0 G. Consultants and Contracts: \$731,075 H. Other Costs: \$0 I. Indirect Costs: \$0	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	N/A	Mayoral Aide V/Grant Analyst: (10.04%) Mayoral Aide V/Accountant: (8.18%) Peace Over Violence: Director of Clinical Services: (5%) Program Director: (5%) DART Coordinator: (9.997%) DART Counselor/Advocate: (10.048%) Clerical/Accounting Clerk: (4.25%) SART Coordinator: (25%) SART Counselor Advocate (10.75%) Project PeaceMakers, Inc.: Project Coordinator: (9.3944%) Bookkeeper: (15.376%) Program Advocate: (13.667%) Program Coordinator: (9.3957%) Program Advocate I: (13.667%) Program Advocate II: (13.667%) Project Coordinator: (9.39%) Program Advocate I: (13.667%) Project Coordinator: (9.3965%) Program Advocate I: (12.3%) Receptionist/Prog. Advocate: (10.253%) Domestic Abuse Center: Sr. Advocate: (12.5%) P/T Advocate: (16.51%) Childrens Institute Inc.: DV Interventionist: (9.998%) Coordinator: (55%) Rainbow Services: Director of Finance: (3.251%) Director of Legal Services: 10.582%) Paralegal I: (61.176%) P/T Residential Workers: (21.683%) Jewish Family Services: Program Coordinator: (22.80%) Victim Advocate: (32%) Program Director: (5.33%) Contract Analyst: (5.33%) Valley CARES SART: SART Case Manager: (42.076%) SART Counselor/Advocate: (10.75%) Controller: (\$5,484)	Currently spending. Grant year ends 9/30/17.
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2016 Training and Services to End Violence Against Women with Disabilities Grant

							MIS Director: (4,127) Center for the Pacific Asian Family SART: Executive Director: (5%) Senior Advocate: (15%) Senior Advocate: (15%)	
2013-EW-AX-K005	9/30/16	Abuse of Women in Later Life	\$400,000	TOTAL Remaining: \$255,823 A. Personnel: \$99,976 B. Fringe: \$41,287 C. Travel: \$9,204 D. Equipment: \$0 E. Supplies: \$464 F. Construction: \$0 G. Consultants and Contracts: \$4,892 H. Other Costs: \$100,000 I. Indirect Costs: \$0	<input checked="" type="checkbox"/> Yes <input checked="" type="checkbox"/> No	N/A	Project Coordinator: Carol Perez (100%) Deputy City Attorney: Susan Strick (10%)	Currently spending. Grant year ends 9/30/2/16.
2016-SI-AX-K005	12/31/17	Sexual Assault Justice Initiative	\$400,000	TOTAL Remaining: \$400,000 A. Personnel: \$206,322 B. Fringe: \$74,585 C. Travel: \$21,687 D. Equipment: \$0 E. Supplies: \$464 F. Construction: \$0 G. Consultants and Contracts: \$3,468 H. Other Costs: \$306,062 I. Indirect Costs: \$93,938	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	N/A	Prosecutor: (100%)	Grant awarded 1/01/16. Grant year ends 12/31/17.
TOTAL Awarded: \$3,600,000				TOTAL Remaining: \$1,429,784.89				

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AGAINST WOMEN WITH DISABILITIES GRANTS PROGRAM**

PROJECT NARRATIVE

A. Purpose of Application

Under the *Office on Violence Against Women (OVW) FY16 Training and Services to End Violence Against Women With Disabilities Grants Program*, the City of Los Angeles (LA) proposes to establish the LA Violence Against Women with Disabilities Program, a three-year program dedicated to enhancing policies, procedures, and training that assist the City and its partners in providing thorough domestic and sexual abuse response to victims with all types of disabilities throughout the City of LA.

The City of LA is fortunate to be able to offer a significant network of services to support victims of domestic and sexual violence in LA. However, to date, these services have not been adequately structured to provide needed resources to disabled victims, who are among the most vulnerable and disproportionately impacted victims of violence against women. Under the proposed program, victims with disabilities, who often ‘fall through the cracks’ of our violence intervention and prevention services network, will receive the specialized services and support they need.

To accomplish this outcome, the LA Violence Against Women with Disabilities Program proposes to leverage and enhance the City of LA’s existing Domestic Abuse Response Team (DART) and Sexual Abuse Response Team (SART) resources by identifying gaps, developing policies and procedures, and coordinating and training law enforcement and victim advocates in the provision of targeted intervention, support, referral, and other services focused on the unique needs of disabled victims of domestic and/or sexual violence.

As a new applicant, the City of LA will develop and implement the following program planning requirements during the planning and development phase of the project: 1.

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Collaboration charter; 2. Project focus memo; 3. Needs assessment plan and tools; 4. Needs assessment report; and 5. Strategic plan.

Service Area, Disability Focus to be Addressed, and Rationale for Disability Focus

The City of Los Angeles is home to a diverse population of nearly 3.8 million people. According to the 2010 Census, its population of over 3.8 million people is 48.5% Latino, 28.7% Caucasian, 11.1% Asian and 9.2% Black. The remaining 2.5% residents are Native American, Pacific Islander, of multiple races or “other,” as self-identified on their census application. Within this population, nearly 400,000 (or 10%)¹ are individuals with a disability.²

Unfortunately, this is also one of the City’s most vulnerable populations, who are further disproportionately affected by domestic violence (DV) and sexual assault crimes. The literature indicates that women with disabilities are twice as likely to experience domestic violence and other forms of gender-based and sexual violence as non-disabled women, and face an increased likelihood of experiencing longer and more severe injuries as a result of this violence.³ Furthermore, there is a significant gap in understanding the true impacts of DV and sexual assault crimes on the disabled population, with the estimates of the instances of abuse of individuals with disabilities ranging from 33%-83%, depending on the type of disabilities and the

¹ US Census - American Community Survey.

² For the purposes of this proposal, “disability” is defined using the US Census Bureau definition of “a long-lasting sensory, physical, mental, or emotional condition or conditions that make it difficult for a person to do functional or participatory activities such as seeing, hearing, walking, climbing stairs, learning, remembering, concentrating, dressing bathing, going outside the home, or working at a job.”

³ S. Ortoleva, H. Lewis. Violence Against Women with Disabilities Working Group. “A Report on Violence Against Women With Disabilities.” Available at: <http://womenenabled.org/pdfs/Ortoleva%20Stephanie%20%20Lewis%20Hope%20et%20al%20Forgotten%20Sisters%20-%20A%20Report%20on%20ViolenceAgainst%20Women%20%20Girls%20with%20Disabilities%20August%202012.pdf>.

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definition of abuse. This expansive range is illustrative of how we need to assess the problem better in order to provide more targeted services.

In 2015, the Los Angeles Police Department (LAPD) reported a 27.8% increase in overall Aggravated Assault crimes from the prior year, 32% were Domestic Violence crimes.⁴ In the same year, there were also 1,649 rapes reported, an increase from 1,512 in 2014.⁵ This increase is even more significant in light of the fact that DV and sexual assault crimes are known to be vastly under-reported. Police departments report that DV and sexual assault crimes have become more severe and more complex, particularly among victims with disabilities. This is attributed to many factors, including a lack of training and awareness of disability issues for first responders, as well as a lack of adequate disability-focused resources for victim support services (such as on-scene support from advocates, referrals to appropriate service-providers, and accessible resources). Furthermore, individuals with disabilities are victims of violent crime at a rate 1.5 times higher than individuals without disabilities, with police responding to violent crimes against those with a disability in only about three-quarters of reported cases.⁶

The City of Los Angeles currently operates Domestic Abuse Response Teams (DART) in all twenty-one LAPD Divisions, and two Sexual Assault Response Teams (SART). These programs support DV and sexual assault victims by partnering advocates from non-profit partners with specially trained LAPD Officers to respond to DV and sexual assault crimes and provide referrals, shelter placement, legal aid, and other social services.

In January 2015, in response to the significant increase in DV and sexual assault cases, the City and LAPD committed to a City-wide expansion. This expansion of the DART program to

^{4,5} Los Angeles Police Department Real Time Analysis & Critical Response (RACR) Division.

⁶ M. Rand and E. Harrell. US Department of Justice Office of Justice Programs Bureau of Justice Statistics. Crimes Against People with Disabilities, 2007.

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all 21 LAPD Divisions has more than doubled the resources currently available to DV and sexual assault victims in the City of Los Angeles. However, to date, funding has not been available to ensure that LAPD DART Officers and advocates have uniform policies and procedures in place to address these victims in a uniform and comprehensive way; nor have they, in many cases, been provided with adequate training and resources to effectively recognize and provide appropriate intervention, response, referrals, and follow-up services to disabled victims and survivors of DV and sexual assault. Without focused and appropriate intervention which can be achieved through better coordination and practices and better trained officers, victims with greater perceived vulnerability, including those with physical, developmental, or other disabilities, are at the greatest risk for domestic violence and lifetime abuse.

Under the *OVW FY16 Training and Services to End Violence Against Women With Disabilities Grants Program*, the City of Los Angeles proposes to build upon the expansion of the DART and SART programs with the creation of a complementary LA Violence Against Women with Disabilities Program, in order to support:

- Enhanced coordination of the City's DV and sexual assault programs to ensure inclusive and accessible response and services that adequately support victims of DV and sexual assault with disabilities;
- Expanded policies, procedures, and training to ensure that the City's law enforcement, advocates, and non-profit partners are able to recognize and provide adequate and appropriate intervention, support, referral, and follow-up services to disabled victims of DV and sexual assault; and
- The establishment of new partnerships between the City and social service agencies dedicated to enhancing quality of life for people with all kinds of disabilities, community-based organizations who provide support and services to victims of domestic and sexual

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assault, law enforcement, and service providers across all existing and expanded DART and SART locations in the City of LA.

Current Services

The City of LA has been dedicated to the needs of DV and sexual assault victims, and looks forward to working with its community-based and law enforcement partners to build a more robust, accessible, and inclusive network of support services in the DART and SART programs that adequately support victims with disabilities.

It should be noted that both programs could never have grown to serve so many DV and sexual assault victims throughout LA if not for service provider and police partnerships formed under previous federally-supported DV prevention and intervention programming including the FY 09, FY 12, and FY 14 Grants to Encourage Arrest Policies and Enforcement of Protection Orders Program, and the FY 14 Enhanced Training and Services to End Violence Against and Abuse of Women Later in Life Program grants, which enabled LA to accomplish the following:

- Expanded DART to ten sites within the LAPD Divisions with highest numbers of calls for service to provide counselors/advocates, intake assessment, intervention, hospital and court accompaniment, and a myriad of other victim services and referrals;
- Initiated a three-year program dedicated to enhancing training and services to address elder victims of DV and other types of abuse (including instances of domestic violence).
- Developed a case management system, curriculum, and specialized trainings for the Los Angeles City Attorneys and LAPD Detectives on DV and gangs;
- Produced thousands of printed DV resources for LAPD DV Officers and other responders and community-based organizations; and

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- Created a comprehensive, City-wide DV resource guide for LAPD Officers and the public.

Domestic Abuse Response Teams (DARTs) and Sexual Assault Response Teams (SARTs):

Currently, the City has twenty-one Domestic Abuse Response Teams (DARTs). DARTs pair victim advocates from non-profit advocacy agencies with LAPD Major Assault Crime (MAC) Officers and Detectives to respond to the scene of a DV call. Advocates go out on-scene with the LAPD Officers for crisis response, follow up with clients either after the initial contact or at the request of the LAPD, offer resources to clients, and provide crisis debriefing.

Under DART, LAPD Divisions dedicate one team of Officers to handle all DV radio calls, which allows the Officers to have a quicker response time and frees up patrol to respond to other calls. DART Officers refer victims to the DART advocate who provides needed services that include case management, transportation, crisis intervention, safety plans, financial literacy, medical and emergency room advocacy, referrals to shelters, and legal advocacy. DART Officers oversee the investigation and take pictures at the crime scene to help document the case, which can be used in court if the victim gives his/her consent. DART advocates also give informal roll call trainings in their Divisions. The DART Program served 1,600 victims a year within the 10 divisions, but has now served over 3,200 DV victims within the first six months of the expansion to all 21 divisions. This proposed program will build on this model by ensuring that the DART programs have policies and procedures in place to address the needs of victims with disabilities, and that law enforcement and non-profit service providers have the tools needed to better serve these victims.

In 2012, the Mayor's Office created its Sexual Assault Response Team (SART) Program. This collaboration between the LAPD, the Mayor's Office, and three community-based

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organizations provides law enforcement Officers trained in sexual assault investigations, counselor-advocates who provides emotional support, referrals, and information to help the survivor, and support for victim's family and friends where appropriate. This proposed program will build on this model by ensuring that the SART programs have policies and procedures in place to address the needs of victims with disabilities, and that law enforcement and non-profit service providers have the tools needed to better serve these victims.

Federal Funding Need:

Although the economy is improving nationwide, it is doing so very slowly in Los Angeles. The City has continued to experience budget deficits in the hundreds of millions of dollars. Many community-based crime reduction and prevention services, including some that support DART and SART, have been significantly cut in the past several years. The City still anticipates budget shortfalls could continue through 2017, when it is hoped that the total benefits from an economic recovery will finally be felt in municipal revenue streams.

Therefore, despite the City's dedication to this program, there has been a lack of funding for enhancement to disability-specific training for DART Officers and advocates. This issue is particularly concerning given the high rates of violence and assault among victims with disabilities, and the fact that victims who are disabled or physically challenged face significant obstacles in gaining access to court and social services, and may be isolated from even the most basic information regarding resources and ways to get help.⁷

With the support of the Mayor's Fund for Los Angeles in private donations, the DART program has expanded to all 21 LAPD divisions. Los Angeles is also seeking additional

⁷ National Domestic Violence Hotline. 50 Obstacles to Leaving. Accessed via <http://www.thehotline.org/2013/06/50-obstacles-to-leaving-1-10/>.

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competitive federal funds to expand the reach and augment services available to victims of DV and sexual assault via the DART and SART programs. However, as with the DART, limited resources have meant that they are dedicated to basic programmatic operations, and that there is currently minimal funding available for additional training in specialized areas, including victims with disabilities, for law enforcement and victim advocates that serve as the City of LA's first responders to victims.

Los Angeles Police Department (LAPD)

The LAPD currently has a sworn strength of nearly 10,000 Officers and 3,000 civilian staff who are dedicated to maintaining the safety and well-being of the public. The LAPD currently ensures that its recruits undergo basic training in persons with disabilities, domestic violence, hate crimes, and elder abuse crimes. The Department also offers In-Service training targeted at active Detectives and Officers in Major Assault Crime School additional specialized domestic violence education in areas including victim management, restraining orders, abusive relationships, District Attorney and City Attorney protocols, etc. There is also limited In-Service training offered to active Officers in the area of specialized mental illness, hate crime, and domestic violence response.

The LAPD is a critical link in the DART and SART partnership, dedicating Officers to partner with civilian advocates and counselors at DART sites City-wide. It is a partner with the Mayor's Office on a number of Department of Justice grant programs, including the OVW Grants to Encourage Arrest Policies and Enforcement of Protection Orders Program and OVW Enhanced Training Services to End Violence Against Women Later in Life Program grants. Through the OVW Abuse in Later Life grant, the city and its MOU partners have accomplished the following:

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- Conducted training for 100 LAPD officers and detectives with an overview of elder abuse, investigative strategies, local resources and services available to victims of abuse in later life.
- Conducted training for over 30 service providers to enhance older victims safety and quality of life by strengthening collaboration amongst service providers
- Created a Coordinated Community Response Team (CCR) that includes professionals from various disciplines and community members who share a broad vision of their communities responsibility for enhancing services and safety for victims of abuse in later life.
- Through collaboration of the CCR and the city's Domestic Violence Task Force (DVTF) Committee a DVTF Abuse in Later Life Ad-hoc committee was created that will conduct trainings and link service providers in the elder justice and DV intervention networks to each other and to resources.

The LAPD has also launched a robust campaign to encourage reporting of violent crimes and raise awareness of resources and how its Officers can support victims of DV and sexual assault.

City of Los Angeles Department on Disability (DOD)

The Department on Disability works to ensure that the rights and access of individuals with disabilities within the City of Los Angeles are protected, and that City partners have appropriate awareness of the needs and barriers experienced by all individuals with disabilities.

Along these lines, in 2002 the DOD conducted a needs assessment and developed a training curriculum in collaboration with the Los Angeles Commission on Assaults Against Women (LACAAW) for partners of the criminal justice system addressing the legal needs of disabled witnesses and victims of abuse, domestic violence, rape, sexual assault and/or stalking. The policies and best practices identified in that training curriculum continue to be in place.

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The City of Los Angeles Department on Disability has also been recipient of federal, state and local grant funding to collaborate closely with several non-profit partners to educate staff of disability service provider programs and raise their awareness regarding domestic violence, rape, sexual assault, and stalking; and one to educate domestic violence programs, rape/sexual assault programs and victim service programs on disability and deaf issues, barriers to effective programs and services; obligations under the ADA for Title III agencies and potential recipients of Federal, State or local dollars and obligations under §504 of the Rehabilitation Act of 1973 and the ADA, Title II.

Challenges in Providing Services to Individuals with Disabilities

There are a number of challenges faced by service providers and law enforcement in addressing the needs of victims with disabilities. According to the Bureau of Justice Statistics, individuals with a disability are not only more likely to be victimized and remain in abusive situations longer than victims without a disability, but frequently have fewer options for safety due to significant gaps in services for disabled individuals. Lack of adequate coordination, uniformity in policy and procedure, and training among first responders and service providers is also more likely to result in disabled victims of sexual and domestic assault experiencing negative encounters with social service providers and law enforcement, making them hesitant to take steps towards utilizing existing resources to address their safety concerns.

Furthermore, there is a vast diversity in the specific physical, cognitive, emotional, and safety needs of individuals with different types of disabilities; there is a significant need for increased understanding of the unique barriers faced by disabled individuals who are victims of violence, and for safety planning strategies that adequately address the practical needs and support services required by disabled victims.

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It is often difficult, however, for LAPD Officers and DART/SART advocates to adequately respond to domestic or sexual assault victims with disabilities when they lack the knowledge for how to address their needs appropriately during the course of a call response and investigation. Furthermore, Officers and advocates find it difficult to refer this population to needed community-based DV services, as many providers are not adequately equipped to serve them. This creates a significant gap in the City's ability to prevent and intervene in these situations, make sure that the needs of victims with disabilities are not overlooked, and ensuring that disabled victims are removed from unsafe situations so that the cycle of violence does not continue.

Need for Project Resources and How Funding Will Alleviate Need

In 2015, the City of Los Angeles saw the most significant increase in DV and sexual assault crimes it had experienced in over a decade. This has had significant impacts on the City's public safety, and particularly that of the most vulnerable disabled populations. The City's commitment to expansion of the DART and SART programs to serve all 21 LAPD Divisions was significant.

While the number of DART and SART Officers and advocates doubled, resources do not currently exist to ensure that there is a comprehensive program of policies, procedures, and training in place for Officers and advocates to be able to effectively and appropriately address the unique needs of disabled victims of domestic and sexual violence. Disabled victims of domestic and sexual assault face a number of challenges in getting help, including isolation, increased dependency on others for long-term care, physical vulnerability, a belief that they are victimized because of their disability, and a lack of adequate referrals to victim assistance agencies with the capacity to serve their needs. The City's formal DV partnerships and response

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capabilities do not currently include the expertise of disability service providers and resources that is critical to providing appropriate support to disabled victims.

Citywide, DV response is not adequately tailored to serve disabled populations, and calls for service are responded to by Officers that also lack expertise in this area. According to the LAPD Domestic Violence Coordinator and the City's DOD, the effectiveness of the DART program in adequately addressing the safety and other needs of disabled victims is significantly reduced when Officers and advocates are not adequately trained in procedures of how to respond and where to refer victims to services following a call. Similarly, the coordinator notes that there is a significantly lower likelihood that disabled victims of sexual assault will seek medical treatment and other services in the absence of an adequately trained SART advocate.

Moreover, a lack of resources available for the creation of uniform policies and procedures and issue-specific training among the City and its partners have made it exceedingly difficult for the law enforcement and service-provider community to provide the necessary assistance to all disabled victims of domestic and sexual violence in the City of Los Angeles. Locally, the LAPD has had to stretch its training resources thin to ensure Officers have a baseline ability to recognize and appropriately respond to a large variety of victim crimes, of which DV and sexual assault are but a few. As indicated previously, Officers are trained in DV and sexual assault-related issues, including barriers to reporting abuse, identification of perpetrators, assessment of mental capacity, and increasing competencies when dealing with different types of specialized victims. However, the complexity of DV and sexual assault crimes demands particularly specific training and expertise, particularly when coupled with added complexities of cases involving victims with disabilities. Similarly, while the City's DART and SART advocates serve as responders with LAPD Officers to DV and sexual abuse victims, there is variation in the policies, procedures, and issue-specific background knowledge which is traditionally not

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expanded to include a deeper understanding of the particular needs and services required by victims with disabilities.

The LA Violence Against Women with Disabilities Program will seek to address gaps in uniform policies, procedures, and training for law enforcement, as well as for victim advocates in the DART and SART programs City-wide so that they are better able to assist all disabled victims. It will also enhanced coordination of the City's DV and sexual assault programs to ensure that victim response and support services are inclusive and accessible for all victims, including those with disabilities, and will enhance services available to victims through new partnerships with disability service providers.

B. Who Will Implement the Project

The LA Violence Against Women with Disabilities Program represents a collaborative effort between the Mayor's Office of Public Safety (MOPS), the LAPD, the City of Los Angeles Department on Disability (DOD), and two non-profit service providers (Peace Over Violence and the Westside Center for Independent Living). The City is fortunate to have long-standing relationships with both of these non-profit providers, in partnerships serving individuals with disabilities and victims of DV and sexual assault with direct service delivery, training, technical assistance, and other areas over the past several years.

It will leverage and enhance these existing agency relationships to establish a multidisciplinary team dedicated to improving how law enforcement, DART / SART advocates, and other stakeholders address the needs of disabled victims of domestic and sexual violence.

City of Los Angeles - Mayor's Office of Public Safety (MOPS)

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The Los Angeles Mayor's Office of Public Safety (MOPS) is the lead applicant for this grant. MOPS is responsible for securing and administering the City's state and federal public safety and criminal justice grants, and has a strong relationship with the LAPD, the Department on Disability, and countless non-profit service providers.

The MOPS grants team currently manages over \$40 million in public safety grants, including funding from the Department of Justice Office of Violence Against Women for the City's DART, SART, and Elder Abuse programs, as well as the Mayor's Stop Abuse From Existing (SAFE) initiative, which support the areas of domestic violence and arrest policies. Additionally, MOPS was responsible for the implementation of the City-wide expansion of the DART and SART programs.

The staff of MOPS is also responsible for the coordination of a City-wide effort to bring the public safety and emergency preparedness, response, and recovery plans of the City into compliance with the Americans with Disabilities Act. This program ensures that all City plans address the needs of LA's diverse residents, including those with disabilities, and others with access and functional needs. It resulted in the successful revision and drafting of over 40 emergency plans and annexes, and over 100 Department Standard Operating Procedures in 70 issue areas. These included policies and procedures for addressing the needs of disabled individuals for the City's LAPD and other first responders.

MOPS will provide a DV Coordinator to ensure that all of the City's DV and sexual assault programs are coordinated and able to provide a seamless and robust response for all victims, particularly those with disabilities.

MOPS will also provide a Grant Specialist to serve as the Project Coordinator who responsible for management and administration of the grant, compliance with reporting and all

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other grantor and federal requirements, and coordination of project partners to ensure implementation of the Violence Against Women Training Program.

In the first year of the proposed project, the Project Coordinator will work with OVW and their subject matter experts to convene monthly meetings with project partners to review current research, develop/conduct a needs assessment and other related planning tasks as agreed upon by project team. It is anticipated that the Plan of Action will include concrete recommendations for developing and implementing violence intervention, reduction and prevention policies, procedures and training tasks to address the needs of victims with disabilities throughout the City of Los Angeles during years two and three of the proposed project.

The Los Angeles Police Department (LAPD)

The LAPD is the law enforcement agency for the City of Los Angeles and the third largest police department in the nation. It serves a geographical region of 428 square miles and is comprised of 21 police stations or “Divisions.”

Each of the 21 LAPD Areas has dedicated DV and sexual assault units who are focused primarily on these crime areas. Currently, the LAPD has assigned MAC Table Officers and Detectives in all 21 division DARTs to collaborate with victim advocates.

The LAPD provides ongoing training for its recruits during the LAPD Academy, and for its Officers during the course of their careers. The Department will be a critical partner in ensuring that DART and SART Officers, as well as Detectives, Field Supervisors, and Recruits are trained to provide more effective and appropriate response to disabled victims of domestic and sexual assault.

Detective III Yvonne Ortiz is the Department’s DV Coordinator, and will be the LAPD’s Project Coordinator for the project. The LAPD’s DV Coordinator also serves as a partner in the City of Los Angeles

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City's Domestic Violence Task Force, and ensures that there is communication and consistency in the policies, procedures, and training that are required of Officers and civilian advocates that respond to all victims of DV and sexual assault. The LAPD's work will also be supported as needed by Dr. Luann Pannell, the Director of Police Training and Education, who is responsible for the review and evaluation of all LAPD training curricula to ensure relevancy, continuity, and compliance with state and federal criteria and Department policy. Dr. Pannell is the LAPD chair of the Professional Advisory Committee (PAC) where she serves with two community co-chairs to ensure there is diverse community input into police training. Dr. Pannell is a distinguished instructor in several LAPD schools. She has been one of the co-authors and presenters of the "Vicarious Trauma: Why it Hurts to Help" course to law enforcement professionals and first responders throughout the country.

The LAPD will serve as the law enforcement partner under this program, and will serve as a dedicated partner in the development and implementation of policies, procedures, and training necessary to better serve disabled victims of DV and sexual assault. Furthermore, LAPD will assist in coordinating training and oversight of any other policy issues related to LAPD Officers assigned to DART and SART units, as defined by the collaborative partners.

Peace Over Violence (POV)

Established 41 years ago as a rape crisis hotline, POV provides comprehensive direct services to victims of sexual assault, domestic violence, and stalking. POV is a pioneer in both crisis intervention and prevention education and is recognized nationally for its leadership in developing culturally competent victim services. It is currently a critical partner and service provider in the City's DART program, and serves as one of three agencies providing SART services City-wide.

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POV is an expert in program planning, training and service delivery, and is a pioneer in working with all survivors of DV and sexual assault, including those with disabilities. It was a critical partner with the City in the “Right Response Collaborative,” a group of five organizations within the City of Los Angeles that came together in 2002 to conduct a needs assessment around best practices for response and service to disabled victims and survivors of domestic or sexual violence.

As part of the Violence Against Women with Disabilities Training Program, POV will be able to provide LA’s disabled victims with specially trained domestic sexual assault client counselors and advocates, as well as serve as a training resource for DART and SART advocates and Officers.

Patricia Giggans is the Founder and Executive Director of POV, and will be the lead coordinator on this program on behalf of the agency. She has dedicated over three decades to raising awareness about domestic and sexual violence, and leadership in raising awareness about the violence prevention movement.

As the direct-service agency partner, POV will serve as the subject matter expert in direct service provision for DV and sexual assault response. It will provide staff to support the initial assessment in determining the specific gaps in the City’s programs addressing the needs of DV and sexual assault victims with disabilities, as well as staff to assist in development and subsequent delivery and implementation of policies, procedures, and training.

Westside Center for Independent Living (WCIL)

The Westside Center for Independent Living is a social services agency dedicated to enhancing the quality of life for people with all kinds of disabilities. The agency has been established in the Los Angeles area for nearly 40 years, and seeks to promote and maintain self-

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sufficient and productive lives through the provision of services including independent living skills, personal assistance coordination, assistive technology, advocacy, home modifications, and employment training.

The goal of the WCIL is to provide programs and services that eliminate social, economic, environmental, and other barriers individuals with disabilities face, as well as restore their personal dignity and provide options for leading safe and independent lives. The WCIL has an annual budget of approximately \$1.8 million and a staff of approximately 30 case managers, counselors, advocates, and others that provide services to over 1,400 individuals each year.

The WCIL is a partner of the City of Los Angeles Department on Disability, and was also a member of the “Right Response Collaborative,” along with POV and the City of Los Angeles. This process aimed to conduct a preliminary needs assessment identifying and improving local services and policies for individuals with disabilities that are victims of domestic and sexual violence.

As part of the Violence Against Women with Disabilities Training Program, WCIL is an important partner in providing subject-matter expertise, advocacy, and support for the collaborative partners and DART/SART victims.

Anastasia Bacigalupo’s the Executive Director of WCIL, and will be the lead in this partnership on behalf of the agency. She has been a civil and human rights advocate for individuals with disabilities, socioeconomic and disadvantaged backgrounds at local and state levels through executive and social action for over 20 years.

The WCIL will provide staff to provide consultation and subject matter expertise in the area of victims with disabilities to the project partners, and will collaborate in the development and delivery of policies, procedures and training Officers, advocates, and other City partners in DV and sexual assault.

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City of Los Angeles – Department on Disability (DOD)

The City's DOD was first established in 1974 as the Mayor's Office of the Handicapped, and in 1998 became the first and only stand-alone department of its kind in the country. The Department on Disability, on behalf of the City of Los Angeles, is committed to ensuring full access for persons with disabilities to City programs, employment, facilities and services; to create, monitor and respond to legislation and policies affecting persons with disabilities; to provide advocacy, training, research and improved service delivery for the benefit of persons with disabilities; and to develop interdependent

It is a key collaborator in several public-private partnerships that enable persons with disabilities to become self-sufficient, participating members of society. It also serves as the coordinating body for ensuring that the City is providing appropriate and accessible services to all members of its diverse communities, including those who are victims of violence, and worked closely with HSPS in the development and revision of public safety plans that adequately address the needs of individuals with disabilities.

The DOD will provide support in coordination and dissemination of information, policies and procedures, and training as needed to City partners in addressing the needs of individuals with disabilities who are victims of domestic and sexual violence.

Stephen Simon serves as DOD's General Manager, and is a member of the City's Disability Commission and has previously served as the City's AIDS Coordinator. Angela Kaufman, the City's ADA Compliance Officer, has served as nationally-recognized subject matter expert, trainer, and contributor to countless collaborative training efforts and conferences.

Mr. Simon and Ms. Kaufman will serve as the coordinators for DOD's contribution in this partnership effort, and will work with the Mayor's Office and project partners to ensure that all

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DOD resources are integrated into the City's DV and sexual assault response resources in a seamless and accessible manner. It is the City's understanding that if awarded this grant, it may have the opportunity to work with such premiere experts in the field as the Vera Institute.

Reducing violent crimes and working towards a response capability that is appropriate, accessible, and seamless for all victims is the City's first priority, and the LA Violence Against Women collaborative would be honored by the opportunity to partner with OVW's technical assistance resources in addressing these critical gaps in support for our most vulnerable populations.

Conclusion

It is the City's vision that if awarded this important and timely grant, the partners would aim to expedite completing a plan with concrete recommendations for the development of a robust program including a collaboration charter, project focus memo, needs assessment plan and tools, needs assessment report, and strategic plan, to address the needs of its DV and sexual assault victims with disabilities by or near the end of the first grant year, with implementation to begin in the second year.

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**Budget
Narrative**

A. Personnel

Los Angeles Mayor's Office

Project Coordinator/Mayoral Aide V

.75 FTE x \$67,098 x 3 years = \$150,970

A Mayoral Aide will serve as the Project Coordinator, who will possess a highly skilled background and carry out the following duties and responsibilities: work with the OVW training and technical assistance provider to conduct a needs assessment and draft a strategic plan, facilitate travel for all out-of-area meetings and trainings; develop data collection and other protocols as needed; perform grant reporting and administration; coordinate involvement of MOU partners; etc. The individual will also assist with administrative duties including executing contracts, gathering data for progress reports, reviewing reimbursement requests associated with the grant, and facilitating financial transactions associated with managing the grant and fulfill the financial reporting requirements.

Domestic Violence (DV) Coordinator/Mayoral Aide V

.16 FTE x 68,924 x 3 years = \$32,668

A second Mayoral Aide will serve as the DV Coordinator to ensure that all of the City's DV and sexual assault programs are coordinated and able to provide a seamless and robust response for all victims, particularly those with disabilities. This individual will: serve as the Mayor's Office subject matter expert in the City's domestic violence and sexual assault programs and partners; coordinate involvement with non-MOU partners such as other government agencies

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and non-profit service providers; act as the primary representative to the City's Domestic Violence Task Force organization; and work closely with the Project Coordinator to ensure that the LA Violence Against Women with Disabilities program is seamlessly integrated into the all aspects of the City's programming for women who are victims of DV or sexual assault.

Los Angeles Police Department (LAPD)

LAPD DV Coordinator/Detective III

.10 FTE x 122,502 x 3 years = \$36,751

The LAPD's DV Coordinator will serve as the law enforcement representative for this program. This individual currently oversees all of the LAPD's domestic and sexual violence activities and partnerships, and will serve as a dedicated partner in the development and implementation of policies, procedures, and training necessary to better serve disabled victims of DV and sexual assault. The individual will also assist in coordinating training and oversight of any other policy issues related to LAPD Officers assigned to DART and SART units, as defined by the collaborative partners.

Total Personnel

\$220,389

Los Angeles Department on Disability (DOD)

The DOD will provide support in coordination and dissemination of training and information, participate in project planning advisory groups, and support progress report requirements. The DOD staff time for this will be contributed to this project by the City of Los Angeles.

B. Fringe Benefits

Mayor's Office CAP Rate = 36.57% (Federally approved rate attached)

Los Angeles Mayor's Office

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Program Coordinator/Mayoral Aide V

$$.75 \text{ FTE} \times \$67,098.44 \times 3 \text{ years} \times 36.57\% = \$55,210$$

The fringe benefits of the Domestic Violence (DV) Coordinator and LAPD DV

Coordinator/Detective III will be contributed to this project by the City of Los Angeles.

Total Fringe Benefits: **\$55,210**

C. Travel/Training

Using the U.S. General Services Administration rates for airfare, lodging, and meals, one representative from each MOU partner will participate in travel/training as directed by the Office of Violence Against Women:

Purpose of Travel	Location	Item	Computation	Cost
OVW Mandated Training and Technical Assistance	TBD	Airfare	\$500 (avg.) x 3 people x 3 trips	\$4,500
		Lodging	\$100 (avg.) x 3 nights x 3 people x 3 trips	\$2,700
		Per Diem	\$50 (avg.) x 4 days x 3 people x 3 trips	\$1,800

A total of \$9,000 of the required \$15,000 in OVW mandated technical assistance and training funds has been allocated to cover the cost of travel for staff of the City of Los Angeles in accordance with program guidelines. The remaining amount of \$6,000 has been allocated for partner travel and can be found in Section G of this form. The sites of the training sessions are unknown at this time.

Total Travel and Training: **\$9,000**

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D. Equipment

No anticipated need for equipment.

E. Supplies

Supply Items	Computation	Cost
Accessible Printed Materials (Braille and Large Print)	\$2/page (avg.) x 1882 pages	\$3,764
Pictogram / Visual Communication Tools	\$.50/page (avg.) x 500 pages	\$250
Assistive Listening Devices	\$270/device x 21 (DART locations)	\$5,670
Office Supplies; training materials, needs assessment materials, cell phone, laptop	Posters \$160 (avg.) x 4 boards=640 Brochures \$1.25 (avg.) x 3000=3,750 Folders, labels, name tags=\$535	\$4,925

Printing for accessible materials and pictograms will be utilized to assist in communication for blind, vision impaired, and deaf victims of domestic violence and sexual assault. Additionally, assistive listening devices would be purchased to communicate with victims who have hearing aids or need additional amplification. Additionally various office supplies will be purchased. Posters and brochures will be printed for educational awareness and to provide law enforcement and victim service providers with resource materials to distribute.

Total Supplies: **\$14,609**

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F. Construction

No anticipated need for construction.

G. Consultants/Contracts

Westside Center for Independent Living (WCIL)

Executive Director

.12 FTE x \$132,000 x 3 years = \$47,520

The goal of WCIL is to provide programs and services that eliminate social, economic, environmental, and other barriers individuals with disabilities face, as well as restore their personal dignity and provide options for leading safe and independent lives. The Executive Director will serve as the lead for coordinating WCIL's partnership in the program.

Program Staff

.35 FTE x \$37,000 x 3 years: \$38,850

The WCIL staff will provide consultation and subject matter expertise in the area of victims with disabilities to the project partners, and will collaborate in the development and delivery of policies, procedures and training Officers, advocates, and other City partners in DV and sexual assault.

The fringe benefits of the Executive Director and Program Staff will be contributed to this project by Westside Center for Independent Living (WCIL)

Total Westside Center for Independent Living (WCIL) = \$86,370

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Peace Over Violence (POV)

Associate Director

.10 FTE x 98,133 x 3 years = \$29,440

Peace Over Violence provides program planning, training and service delivery to victims of domestic violence and sexual assault, as well as policy that affects system change and benefits victims of violence. The Associate Director will serve as the lead for coordinating POV's partnership in the program.

Program Director

.29 FTE x 44,744 x 3 years = \$38,928

The Program Director will support the initial assessment in determining the specific training gaps for Officers and advocates in addressing the needs of DV and sexual assault victims with disabilities. They will also assist in development, subsequent delivery and implementation of training as needed, and serve as a resource for project partners.

Clerical / Accounting Clerk

.10 FTE x 44,220 x 3 years = \$13,266

The Clerical / Accounting Clerk will perform administrative and accounting duties related to this program on behalf of Peace Over Violence.

Fringe Benefits

Fringe benefits include FICA Taxes, SUI Taxes, Health/Dental Insurance, Workers Compensation, Parking = \$14,548

Total Peace Over Violence = \$96,182

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Contractor Travel:

Purpose of Travel	Location	Item	Computation	Cost
OVW Mandated Training and Technical Assistance	TBD	Airfare	\$500 (avg.) x 2 people x 3 trips	\$3,000
		Lodging	\$100 (avg.) x 3 nights x 2 people x 3 trips	\$1,800
		Per Diem	\$50 (avg.) x 4 days x 2 people x 3 trips	\$1,200

Total Contractor Travel: \$6,000

\$6,000 of the required \$15,000 in OVW mandated technical assistance and training funds has been allocated to cover the cost of partner travel in accordance with program guidelines.

Sign Language Interpretation Services

2 interpreters x \$85 per hour x 2 hours x 36 months = \$12,240

Sign language interpreters will be utilized at events, trainings, and for selected advocate interactions with disabled victims.

Total Consultants/ Contracts:

\$200,792

H. Other Costs

No anticipated need for Other Costs.

I. Indirect Costs

No anticipated need for Indirect Costs.

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Budget Summary	
<p>When you have completed the budget worksheet, transfer the totals for each category to the spaces below. Compute the total direct costs and the total project costs. Indicate the amount of Federal funds requested.</p>	
Budget Category	Amount
A. Personnel	\$ 220,389
B. Fringe Benefits	\$ 55,210
C. Travel	\$ 9,000
D. Equipment	\$ -
E. Supplies	\$ 14,609
F. Construction	\$ -
G. Consultants/Contracts	\$ 200,792
H. Other Costs	\$ -
Total Direct Costs	\$ 500,000
I. Indirect Costs	\$ -
Total Project Costs	<u><u>\$ 500,000</u></u>
Federal Request	<u><u>\$ 500,000</u></u>

OVW FISCAL YEAR 2016

LOS ANGELES VIOLENCE AGAINST WOMEN WITH DISABILITIES GRANTS PROGRAM

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is made and entered into by and among the City of Los Angeles ("City") Mayor's Office of Public Safety ("Mayor's Office"), the Los Angeles Police Department ("LAPD"), Peace Over Violence ("POV"), a California non-profit corporation, the Westside Center for Independent Living ("WCIL"), a California non-profit corporation, and the City of Los Angeles Department on Disability ("DOD") (each a "Party" and collectively, the "Parties") for purpose of applying for and implementing the Office of Violence Against Women ("OVW") Fiscal Year 2016 Los Angeles Violence Against Women with Disabilities Grants Program ("Grant").

WHEREAS the Parties have agreed to enter into a collaborative agreement in which the Mayor's Office of Public Safety will be the lead agency and named applicant and the other agencies will be partners in the Grant application.

WHEREAS the LAPD is the sole law enforcement agency for the City of Los Angeles, California. With approximately 10,000 officers and almost 2,900 civilian staff, it is the third largest local law enforcement agency in the United States, after the New York City Police Department and the Chicago Police Department. Its jurisdiction covers an area of 498 square miles and it serves a population of approximately 4 million people.

WHEREAS POV is a nonprofit social services organization that provides comprehensive services to victims of sexual assault, domestic violence and stalking within the Los Angeles region. Established 45 years ago as a rape crisis hotline, POV is a pioneer in both crisis intervention and prevention education. Additionally, POV is recognized nationally for its leadership in developing culturally competent victim services. Last year POV served over 24,000 individuals.

WHEREAS WCIL is a nonprofit organization dedicated to assisting persons with disabilities and seniors achieve and maintain self-sufficient, productive lives within Los Angeles. Founded in 1971, WCIL accomplishes this in a non-residential environment with support services and training programs provided by their peers. WCIL has an annual budget of approximately \$1.8 million and a staff

of approximately 30 case managers, counselors, advocates, and others that provide services to over 1,400 individuals each year.

WHEREAS the City of Los Angeles Department on Disability (“DOD”) is a stand-alone City department committed to ensuring full access for persons with disabilities to City programs, employment, facilities and services. The DOD also provides thorough strategic management, partnership education, advocacy, training, research and improved service delivery.

WHEREAS the Parties desire to formally collaborate in partnership to submit a Grant application; they are committed to working together to enhance training and services to victims who are women with disabilities.

WHEREAS the proposed project to enhance training and services will be known as the Violence Against Women with Disabilities Program. This three-year program is dedicated to enhancing policies, procedures, training and services that assist the City and its partners in providing additional and improved domestic and sexual abuse response to victims with all types of disabilities throughout the City.

WHEREAS POV has a long history of working with the City of Los Angeles. It is currently a critical partner and service provider in the City’s Domestic Abuse Response Team (“DART”) program, and serves as one of three agencies providing Sexual Assault Response Team (“SART”) services City-wide. Additionally, POV was a critical partner with the City in the “Right Response Collaborative,” a group of five organizations within the City that came together in 2002 to conduct a preliminary needs assessment around best practices for response and service to disabled victims and survivors of domestic or sexual violence.

WHEREAS WCIL is a partner with DOD to provide a comprehensive range of disability services. Additionally, WCIL was also a member of the “Right Response Collaborative”. WCIL has been collaborating with the City since 2002.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

I. Overview

A. Background

The City supports a significant network of services to support victims of domestic and sexual violence. Still, disabled victims are within a most vulnerable and disproportionate group that requires additional support and specialized intervention.

The City currently operates Domestic Abuse Response Teams (“DART”) in all twenty-one LAPD Divisions, and two Sexual Assault Response Teams (“SART”). These programs support domestic

violence ("DV") and sexual assault victims by partnering advocates from non-profit partners with specially trained LAPD officers to respond to DV and sexual assault crimes and provide referrals, shelter placement, legal aid, and other services.

The Violence Against Women with Disabilities Program proposes to leverage and enhance the City's existing DV and sexual assault resources by identifying gaps and coordinating law enforcement and victim advocates in the provision of targeted intervention, support, referral, and other services focused on the unique needs of disabled victims of domestic and/or sexual violence.

B. Purpose of MOU and the Project

This MOU sets forth the terms of a collaborative effort among the Parties hereto to provide assistance to victims of domestic violence and sexual assault as part of activities funded by the United States Department of Justice Office on Violence Against Women ("OVW" or the "Grantor") Fiscal Year 2016 Los Angeles Violence Against Women with Disabilities Grants Program (the "Grant"). These activities (the "Project") are comprised of the following:

1. Assess and enhance coordination of the City's DV and sexual assault programs to ensure inclusive and accessible response and services that adequately support victims of DV and sexual assault with disabilities.
2. Expand policies, procedures, and training to ensure that the City's law enforcement, advocates, and non-profit partners are able to recognize and provide adequate and appropriate intervention, support, referral, and follow-up services to disabled victims of DV and sexual assault.
3. Establish new partnerships between social service agencies and the City dedicated to enhancing quality of life for people with all kinds of disabilities, community-based organizations who provide support and services to victims of domestic and sexual assault, law enforcement, and service providers across all existing DART and SART locations in the City.

II. Provisions of Service

Each of the Parties to this MOU listed below shall strive to work collaboratively to achieve Project goals and to sustain the Project beyond the period when Grant funds are no longer available.

A. City of Los Angeles Mayor's Office of Public Safety

1. Background

The Mayor's Office is responsible for securing and administering the City's State and Federal public safety and criminal justice grants. The Mayor's Office has managed over \$500 million in grant funds, including over \$40 million in grants from the United States Department of Justice. The Mayor's Office oversees the funding and management of the DART and SART program.

2. Roles and Responsibilities – As a collaborative partner for the Project, the Mayor's Office shall:
 - a. Report and monitor Grant progress in accordance with the goals and objectives of the Project and the Project timeline.
 - b. Coordinate with participating agencies and organizations to monitor the use of Grant funds in the Project.
 - c. Act as a liaison to OVW.
3. Team Members
 - a. The Mayor's Office shall provide a Grant Project Coordinator and a DV Coordinator to ensure that the City's DV and sexual assault programs are coordinated and able to provide a seamless and robust response for all victims, particularly those with disabilities.

B. The Los Angeles Police Department

1. Background

In 1994, the LAPD took the lead in addressing the problem of domestic violence by issuing an Executive Order to all LAPD geographic areas mandating Area Commanding Officers to establish a Major Assault Crime ("MAC") Unit within their detective divisions by restructuring existing personnel. Currently, each of the 21 LAPD divisions has dedicated MAC officers who are focused primarily on these crime areas. The MAC Unit is staffed with personnel experienced in conducting domestic violence, child abuse and sex crime investigations and promoting working relationships among officers, prosecutors and community agencies. The MAC units and participating organizations in the DART program have an established relationship over many years through working together on the City's Domestic Violence Task Force and DART programs that pairs MAC officers and detectives with victim advocates. This

relationship helps ensure that this collaborative effort will be productive in accomplishing the goals of the Project. LAPD Deputy Chief Kirk Albanese is responsible for all domestic violence policy decisions for LAPD, as well as coordinating all projects involving the Detective Bureau.

2. Roles and Responsibilities – As a collaborative partner for the Project, LAPD Sworn Personnel shall:
 - a. Serve as the law enforcement partner under the Grant. The LAPD will work closely with the Mayor.
 - b. Be committed to working with the Parties to successfully implement the requirements of the Grant including policy development and implementation, strategic planning, trainings, and other activities as determined by the multi-disciplinary collaborative team.
 - c. Assist in coordinating training of LAPD Officers assigned to DART and SART units, as well as Detectives, Field Supervisors, and other LAPD personnel as defined.
 - d. Submit relevant data to support Project and Grant progress report requirements.
 - e. Oversee any unit policy changes and coordination as necessary.
 - f. Participate in project planning/advisory groups to oversee progress of Project activities and related policy issues.
 - g. Submit relevant data to support Project and Grant progress report requirements.
3. Team Members
 - a. Deputy Chief Kirk Albanese, Chief of Detectives, shall be responsible for the review and evaluation of all LAPD policies, procedures and training to ensure relevancy, continuity, and compliance with state and federal criteria and Department policy.
 - b. LAPD's DV Coordinator, a Detective III, shall be the Project Coordinator for the project.

C. Peace Over Violence

1. Background

Established 45 years ago as a rape crisis hotline, Peace over Violence ("POV") provides comprehensive services to victims of sexual assault, domestic violence, and stalking. POV is a pioneer in both crisis intervention and prevention education and is recognized nationally for its leadership in developing culturally competent victim services. POV is an expert in program planning, training and service delivery and has also put a great deal of focus into advocating for policy that affects system change and benefits victims of violence. POV's domestic violence/sexual assault training programs have had local, state and national impact on a variety of target groups.

POV is currently a critical partner and service provider in the City's DART program, and serves as one of three agencies providing SART services City-wide. It was a critical partner with the City in the "Right Response Collaborative," a group of five organizations within the City that came together in 2002 to conduct a preliminary needs assessment around best practices for response and service to disabled victims and survivors of domestic or sexual violence.

2. Roles and Responsibilities – As a collaborative partner for the Project, POV shall:
 - a. Provide staff to support the initial assessment in determining the specific training gaps for Officers and advocates in addressing the needs of DV and sexual assault victims with disabilities.
 - b. Provide staff to assist in development and subsequent delivery and implementation of training.
 - c. Serve as a training resource for DART and SART advocates and LAPD Officers.
 - d. Participate in project planning/advisory groups to oversee progress of Project activities and related policy issues.
 - e. Submit relevant data to support Project and Grant progress report requirements.
3. Team Members
 - a. Under the leadership of Patricia Giggans, the Founder and Executive Director of POV, the POV programmatic and fiscal staff shall participate in the policy, procedures, and trainings of this program on behalf of the agency.

D. Westside Center for Independent Living

1. Background

Westside Center for Independent Living ("WCIL") was established in 1976 and is dedicated to enhancing the quality of life for people with all kinds of disabilities. The agency has been established in the Los Angeles area and seeks to promote and maintain self-sufficient and productive lives through the provision of services including independent living skills, personal assistance coordination, assistive technology, advocacy, home modifications, and employment training.

The goal of the WCIL is to provide programs and services that eliminate social, economic, environmental, and other barriers individuals with disabilities face, as well as restore their personal dignity and provide options for leading safe and independent lives. The WCIL has an annual budget of approximately \$1.8 million and a staff of approximately 30 case managers, counselors, advocates, and others that provide services to over 1,400 individuals each year.

The WCIL is a partner with the City of Los Angeles Department on Disability. It was also a member of the "Right Response Collaborative," which was aimed to identify and improve local services and policies for individuals with disabilities that are victims of domestic and sexual violence.

2. Roles and Responsibilities – As a collaborative partner for the Project, WCIL shall:

- a. Provide consultation and subject matter expertise in the area of victims with disabilities to the project partners.
- b. Collaborate in the development and implementation of policies, procedures and training to Officers and advocates.
- c. Participate in project planning/advisory groups to oversee progress of Project activities and related policy issues.
- d. Submit relevant data to support Project and Grant progress report requirements.

3. Team Members

- a. Anastasia Bacigalupo, the Executive Director of WCIL, shall be the lead in this partnership on behalf of the agency.

E. The City of Los Angeles Department on Disability

1. Background

The City of Los Angeles Department on Disability ("DOD") was first established in 1974 as the Mayor's Office of the Handicapped, and in 1998 became the first and only stand-alone department of its kind in the country. The DOD, on behalf of the City of Los Angeles, is committed to ensuring full access for persons with disabilities to City programs, employment, facilities and services. The DOD also provides thorough strategic management, partnership education, advocacy, training, research and improved service delivery.

The DOD is a key collaborator in several public-private partnerships that enable persons with disabilities to become self-sufficient, participating members of society, including partnerships with the WCIL. It also serves as the coordinating body for ensuring that the City is providing appropriate and accessible services to all members of its diverse communities, including those who are victims of violence, and worked closely with the Mayor's Office in the development and revision of public safety plans to adequately address the needs of individuals with disabilities.

2. Roles and Responsibilities – As a collaborative partner for the Project, the DOD shall:

- a. Provide support in coordination and dissemination of training and information in addressing the needs of individuals with disabilities who are victims of domestic and sexual violence.
- b. Participate in project planning/advisory groups to oversee progress of Project activities and related policy issues.
- c. Submit relevant data to support Project and Grant progress report requirements.

3. Team Members

- a. Stephen Simon, DOD's General Manager, shall serve as a co-coordinator for DOD's contribution to this partnership.

- b. Angela Kaufman, the City's ADA Compliance Officer, shall also serve as a co-coordinator.
- c. Mr. Simon and Ms. Kaufman will work with the Mayor's Office and project partners to ensure all DOD resources are integrated with the City's DV and sexual assault response resources in a seamless and accessible manner.

III. Grant Application, Budget, and Use of Grant Funds

As part of the Project, the Parties hereto commit to working collaboratively together to develop solutions and remedies to the issues faced by disabled victims of domestic violence and sexual assault in the City. The Parties shall work together to develop and implement the Project in a manner that enhances the connection between the Parties, ensures the continued effectiveness of the Project beyond the Grant performance period, and addresses the unique capacities of each Party to fulfill the goals of the Project and the Grant. Each Party hereby represents that it has met and conferred, and will continue to meet and confer, with the other Parties during the Grant application process to share information and concerns, discuss logistics of the Project, develop an implementation timeline for the Project, and review the proposed budget for the Project.

By entering into this MOU, the Parties hereby agree to comply with the proposed Project budget and narrative as submitted and approved by the Grantor and with all applicable Grant rules and regulations related to the Project.

This MOU, in and of itself, does not result in the commitment, obligation, or transfer of funds or other financial obligations between the Parties hereto. Prior to the disbursement of any Grant funds to any Party in accordance with the Project budget approved by the Grantor, such Party shall enter into a contract with the City setting forth the Project services to be provided by such Party and the assurances and obligations of such Party with respect to the use of Grant funds.

IV. General Reservations

Nothing in this MOU shall be construed as encroaching upon the sovereign rights, privileges, and immunities of the LAPD, the Mayor's Office or the City by any of the Parties hereto, in the conduct of inherently Municipal, State or Federal government operations. Nothing in this MOU is intended to conflict with current law, regulation, or the policies and directives of the City of Los Angeles or the Grantor. If the terms and conditions of this MOU are inconsistent with such authorities, the Parties hereto agree to address and resolve the inconsistency in a timely and legally appropriate manner, unless the matter is incapable of timely resolution, in which case the inconsistent term shall be deemed invalid,

but the remaining terms and conditions of this MOU shall in remain in full force and effect.

It is expressly understood and agreed by all Parties that employees of any Partner receiving compensation for work performed under this MOU shall in no way be deemed employees of the Parties.

Each Party hereto will not be responsible or liable for acts performed by personnel of any other Party or other government or non-governmental agencies or organizations in furtherance of or in relation to Project objectives or activities during the duration of this MOU. Each Party hereto agrees that it retains responsibility for the actions of its personnel in connection with Project activities.

V. Duration

The term of this MOU is for the duration of the Grant. This MOU will enter into effect on the date of the last signature of the authorized representatives of the Parties hereto.

This MOU may be modified at any time by written consent of all involved Parties. Modifications to this MOU shall have no effect unless such modifications are in writing and signed by an authorized representative of the Parties hereto. This MOU may be terminated with thirty (30) days notice by any Partner by issuing a written Notice of Termination that include reasons for termination.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

We, the undersigned have read and agree with this MOU. We are committed to work together to achieve the stated objective of the proposed Project. Our respective governing bodies have authorized the execution of this MOU.

CITY OF LOS ANGELES

By: J. F. Gorell
Jeff Gorell, Deputy Mayor
Mayor's Office of Public Safety

Date: 3/9/16

**LOS ANGELES POLICE
DEPARTMENT**

By: Charlie Beck
Charlie Beck, Chief of Police

Date: 3-10-16

PEACE OVER VIOLENCE

a California non-profit corporation

By: Patricia Giggans
Patricia Giggans, Executive Director

Date: 3-9-16

**CITY OF LOS ANGELES –
DEPARTMENT ON DISABILITY**

By: Stephen Simon
Stephen Simon, General Manager

Date: 3/9/16

**WESTSIDE CENTER FOR
INDEPENDENT LIVING**

a California non-profit corporation

By: Anastasia Bacigalupo
Anastasia Bacigalupo,
Executive Director

Date: 03-09-16



Acknowledgement of Notice of Statutory Requirement to Comply with the Confidentiality and Privacy Provisions of the Violence Against Women Act, as Amended

Under section 40002(b)(2) of the Violence Against Women Act, as amended (42 U.S.C. 13925(b)(2)), grantees and subgrantees with funding from the Office on Violence Against Women (OVW) are required to meet the following terms with regard to nondisclosure of confidential or private information and to document their compliance. By signature on this form, applicants for grants from OVW are acknowledging that that they have notice that, if awarded funds, they will be required to comply with this provision, and will mandate that subgrantees, if any, comply with this provision, and will create and maintain documentation of compliance, such as policies and procedures for release of victim information, and will mandate that subgrantees, if any, will do so as well.

(A) In general

In order to ensure the safety of adult, youth, and child victims of domestic violence, dating violence, sexual assault, or stalking, and their families, grantees and subgrantees under this subchapter shall protect the confidentiality and privacy of persons receiving services.

(B) Nondisclosure

Subject to subparagraphs (C) and (D), grantees and subgrantees shall not—

- (i) disclose, reveal, or release any personally identifying information or individual information collected in connection with services requested, utilized, or denied through grantees' and subgrantees' programs, regardless of whether the information has been encoded, encrypted, hashed, or otherwise protected; or
- (ii) disclose, reveal, or release individual client information without the informed, written, reasonably time-limited consent of the person (or in the case of an unemancipated minor, the minor and the parent or guardian or in the case of legal incapacity, a court-appointed guardian) about whom information is sought, whether for this program or any other Federal, State, tribal, or territorial grant program, except that consent for release may not be given by the abuser of the minor, incapacitated person, or the abuser of the other parent of the minor.

If a minor or a person with a legally appointed guardian is permitted by law to receive services without the parent's or guardian's consent, the minor or person with a guardian may release information without additional consent.

(C) Release

If release of information described in subparagraph (B) is compelled by statutory or court mandate—

- (i) grantees and subgrantees shall make reasonable attempts to provide notice to victims affected by the disclosure of information; and
- (ii) grantees and subgrantees shall take steps necessary to protect the privacy and safety of the persons affected by the release of the information.

(D) Information sharing

(i) Grantees and subgrantees may share—

- (I) nonpersonally identifying data in the aggregate regarding services to their clients and nonpersonally identifying demographic information in order to comply with Federal, State, tribal, or territorial reporting, evaluation, or data collection requirements;
- (II) court-generated information and law enforcement-generated information contained in secure, governmental registries for protection order enforcement purposes; and
- (III) law enforcement-generated and prosecution-generated information necessary for law enforcement and prosecution purposes.

(ii) In no circumstances may—

- (I) an adult, youth, or child victim of domestic violence, dating violence, sexual assault, or stalking be required to provide a consent to release his or her personally identifying information as a condition of eligibility for the services provided by the grantee or subgrantee;
- (II) any personally identifying information be shared in order to comply with Federal, tribal, or State reporting, evaluation, or data collection requirements, whether for this program or any other Federal, tribal, or State grant program.

(E) Statutorily mandated reports of abuse or neglect

Nothing in this section prohibits a grantee or subgrantee from reporting suspected abuse or neglect, as those terms are defined and specifically mandated by the State or tribe involved.

(F) Oversight

Nothing in this paragraph shall prevent the Attorney General from disclosing grant activities authorized in this Act to the chairman and ranking members of the Committee on the Judiciary of the House of Representatives and the Committee on the Judiciary of the Senate exercising Congressional oversight authority. All disclosures shall protect confidentiality and omit personally identifying information, including location information about individuals.

(G) Confidentiality assessment and assurances

Grantees and subgrantees must document their compliance with the confidentiality and privacy provisions required under this section.

As the duly authorized representative of the applicant, I hereby acknowledge that the applicant has received notice of that if awarded funding they will comply with the above statutory requirements. This acknowledgement shall be treated as a material representation of fact upon which the Department of Justice will rely if it determines to award the covered transaction, grant, or cooperative agreement.

Jeff Gorell

Deputy Mayor

Typed Name of Authorized Representative

Title

Telephone Number (213) 978-0687

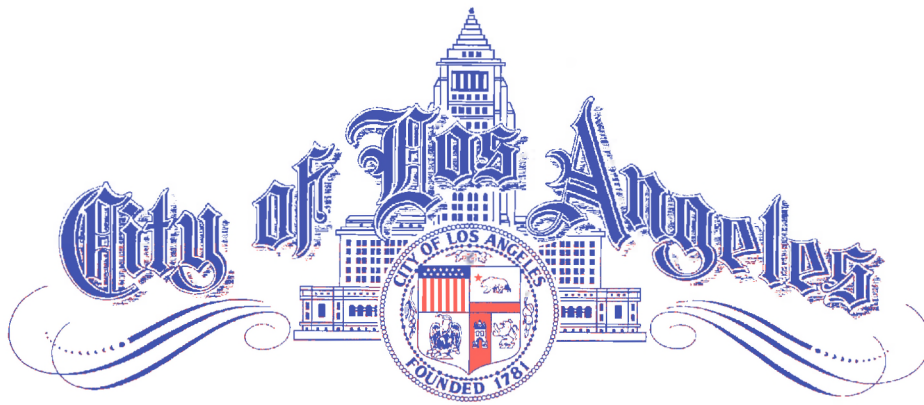
Signature of Authorized Representative

Date Signed

City of Los Angeles

Agency Name

Public Reporting Burden Paperwork Reduction Act Notice. Under the Paperwork Reduction Act, a person is not required to respond to a collection of information unless it displays a currently valid OMB control number. We try to create forms that are accurate, can be easily understood, and which impose the least possible burden on you to provide us with information. The estimated average time to complete and file this form is 60 minutes per form. If you have comments regarding the accuracy of this estimate, or suggestions for making this form simpler, you can write to the Office on Violence Against Women, U.S. Department of Justice, 145 N Street, NE, 10th Floor, Washington, DC 20530.



ERIC GARCETTI
MAYOR

March 8, 2016

Bea Hanson, Director
Office of Violence Against Women
145 N. Street, NE
Washington, DC 20530

Re: FY 2016 Training and Services to End Violence Against Women with Disabilities Grant

Dear Ms. Hanson:

The City of Los Angeles certifies that any funds awarded through the Training and Services to End Violence Against Women with Disabilities Grant will be used to supplement any existing funds for program activities and will not replace (supplant) non-federal funds that have been appropriated for the purpose of providing assistance to women with disabilities who are victims of domestic violence.

The City of Los Angeles understands that supplanting violations can result in a range of penalties, including suspension of future funds under this program, suspension or disbarment from federal grants, recoupment of monies provided under this grant, and civil and/or criminal penalties.

Sincerely,

A handwritten signature in blue ink, which appears to read "J. F. Gorell", is written over the printed name.

Jeff Gorell
Deputy Mayor
Mayor's Office of Public Safety

2016 Training and Services to End Violence Against Women with Disabilities Grant

Financial Accounting Practices

1. All funds under this program will be maintained in a manner that will be accounted for separately and distinctly from other source of revenue.
2. The City of Los Angeles has written accounting policies and procedures.
3. The City of Los Angeles has a financial management system that is able to track actual expenditures and outlays with budgeted amounts for each grant or sub-grant.
4. The City of Los Angeles has procedures in place for minimizing the time elapsing between transfer of funds from the United States Treasury and disbursement of project activities.
5. The City of Los Angeles has effective internal controls in place to adequately safeguard grant assets to ensure that they are used solely for authorized purposes. The City has a multi-tiered system of checks and balances which require all expenditures to be reviewed within the Mayor's Office at the Grant Specialist, Accountant, and Director levels prior to proceeding to the Controller's Office for further review prior to issuance of payments. City policies require that complete back-up is reviewed and approved against the application and budget for each funding source prior to proceeding with expenditures and payments to ensure that grant assets are used only for their authorized purposes.
6. The City of Los Angeles retains all grant files in hard and/or electronic copy for 5 years after the grant has closed.
7. The applicant is familiar with the applicable grant management rules, principles, and regulations.

CITY OF LOS ANGELES
INTER-DEPARTMENTAL CORRESPONDENCE

DATE: September 25, 2015

MEMORANDUM NO. 15-029

TO: All City Office / Department Heads

FROM: Claire Bartels, Chief Deputy Controller



SUBJECT: 2014-15 INDIRECT COST RATES—COST ALLOCATION PLAN (CAP) 37

Attached are the approved Cost Allocation Plan (CAP) 37 indirect cost rates and instructions for their use. Please note, there were changes from the interim rates distributed on March 31, 2015. Changes were made to the Central Services Rates for most departments due to reductions in allowed costs for the Information Technology Agency, and some Department Administration Rates.

The State and Local Rate Agreement was approved by the U.S. Department of Health and Human Services under contract with the City's cognizant federal agency, the U.S. Department of Housing and Urban Development. These rates must be used in all new applications, contracts, and billings for grant activities and computations of overhead amounts during fiscal year 2014-15, or as required by your grantor.

The indirect cost rates for the departments not included in the attached "State and Local Rate Agreement" were not reviewed by the Federal Negotiator. However, such rates included in the attached "Indirect Cost Rates" were audited by the City's external auditors, Simpson & Simpson, CPAs.

Questions regarding the Cost Allocation Plan or indirect cost rates may be directed to the CAP staff at (213) 978-7326 or (213) 978-7327.

Attachments: A – Indirect Cost Rates
 B – Instructions
 C – Costs Included in Rate Calculations
 State and Local Rate Agreement

COST ALLOCATION PLAN 37 (CAP 37) - INDIRECT COST RATES WITH CARRY FORWARD

The rates below are to be used to prepare grant applications, contracts and billings for grant activities, and to compute Fees for Special Services, during 2014-15. They are to be applied only to straight time, gross salaries (with CTO). When only net salaries (without CTO) are available, convert net salaries to gross salaries using the CTO rate. For rates applicable to **part time** or **overtime** salaries, please contact CAP staff. **Note: You MUST adjust rates to deduct directly billed costs.** See Instructions - Attachment B, and Indirect Costs Included in Rate Calculations - Attachment C.

DEPARTMENT/Cost Center	Fringe Benefits	Central Services	Department Administration & Support	Division Overhead*	CTO
AGING:					
Balance of Department	41.71%	27.95%	n/a	*	18.86%
Title V	14.85%	0.61%	n/a	*	0.00%
ANIMAL SERVICES	48.75%	47.62%	23.90%	*	22.44%
BUILDING & SAFETY	40.73%	14.07%	22.03%	*	21.84%
CITY ADMINISTRATIVE OFFICER (OARS):					
CRA, Petroleum Admin., Proprietary,					
Capital Projects (Phy. Plant)	34.94%	13.95%	19.28%	*	21.02%
Disaster Grants Coordination	34.72%	123.83%	15.79%	*	0.00%
CITY ATTORNEY:					
Criminal	36.15%	19.49%	26.04%	*	20.54%
Direct Billed - User's Site (Proprietary Depts.)	34.18%	5.52%	26.13%	*	20.54%
Direct Billed - In City Space	35.62%	5.74%	26.26%	*	20.54%
CITY CLERK:					
Elections	87.36%	19.38%	10.66%	*	3.29%
SAS (Formerly Land Record)	42.93%	66.29%	184.48%	*	20.93%
CONTROLLER:					
Direct Billed (at User's site)	44.15%	5.52%	74.84%	*	21.31%
Direct Billed (in City space)	44.30%	9.52%	75.46%	*	21.31%
CULTURAL AFFAIRS	52.49%	37.98%	80.79%	*	17.76%
DEPARTMENT on DISABILITY	41.69%	18.93%	47.02%	*	26.50%
EL PUEBLO	54.30%	0.00%	60.54%	*	18.10%
ECONOMIC AND WORKFORCE DEVELOPMENT					
Balance of Department	40.50%	12.65%	n/a	*	20.97%
As Needed Employees	10.52%	0.00%	n/a	*	n/a
EMERGENCY MANAGEMENT					
Em. Prep. Policy & Public info.	53.62%	0.00%	87.84%	*	19.41%
FINANCE, OFFICE OF					
Revenue Collections	46.23%	47.30%	16.12%	*	22.98%
Cash Management & Street Bonds	35.00%	49.07%	16.43%	*	0.00%

COST ALLOCATION PLAN 37 (CAP 37) - INDIRECT COST RATES WITH CARRY FORWARD

The rates below are to be used to prepare grant applications, contracts and billings for grant activities, and to compute Fees for Special Services, during 2014-15. They are to be applied only to straight time, gross salaries (with CTO). When only net salaries (without CTO) are available, convert net salaries to gross salaries using the CTO rate. For rates applicable to **part time** or **overtime** salaries, please contact CAP staff. **Note: You MUST adjust rates to deduct directly billed costs.** See Instructions - Attachment B, and Indirect Costs Included in Rate Calculations - Attachment C.

DEPARTMENT/Cost Center	Fringe Benefits	Central Services	Department Administration & Support	Division Overhead*	CTO
FIRE:					
Civilian	44.01%	18.73%	23.32%	*	23.40%
Sworn (Firefighters)	75.31%	20.09%	22.10% a.	*	12.65%
			15.57% b.		
			37.67% c.		
			Combined Dept. Admin. & Support Rate, including Field Support Rate		
			Field Support Rate,		
GENERAL SERVICES:					
Materials Testing	39.92%	21.38%	10.83%	*	19.74%
Print Shop	48.04%	33.22%	10.44%	*	20.69%
HOUSING:					
Grant-Funded Housing	39.22%	11.06%	n/a	*	19.20%
Enforcement	46.17%	14.19%	n/a	*	19.20%
Internal Administration	28.73%	8.51%	n/a	*	19.20%
LIBRARY	39.40%	24.13%	16.99%	*	20.06%
LOS ANGELES CONVENTION CENTER	45.38%	0.66%	23.05%	*	21.56%
MAYOR:					
Executive/Policy	39.40%	38.98%	17.10%	*	15.56%
Grant Funded/Spec. Programs	36.57%	47.38%	15.33%	*	17.00%
Direct in City Space	91.13%	0.00%	0.00%	*	15.56%
NEIGHBORHOOD EMPOWERMENT	46.14%	100.02%	217.79%	*	18.77%
PERSONNEL:					
Custody Care (Jails)	42.31%	6.08%	20.08%	*	23.60%
Personnel Grant Funded/Spec. Programs	37.40%	8.29%	29.79%	*	23.60%
PLANNING	41.53%	37.72%	42.39%	*	20.33%
POLICE:					
Civilian	41.62%	8.99%	14.72%	*	28.44%
Sworn	73.37%	14.70%	30.56% a.	*	30.84%
			31.22% b.		
			61.78% c.		
			Combined Dept. Admin. & Support Rate, including Field Support Rate		
			Field Support Rate,		

****NOTE:** For Fire and Police, the Field Support rate (line b.) captures overhead costs that are in addition to other Administrative and Support Costs. It has been added to the Department Administration rate on this schedule. Please use this combined rate (line c.) for sworn positions in field operations. For other, non-field sworn positions, do NOT use the Field Support rate; use only the regular Department Administration rate (line a.), together with the other (Fringe, Central Service and CTO) rates.

COST ALLOCATION PLAN 37 (CAP 37) - INDIRECT COST RATES WITH CARRY FORWARD

The rates below are to be used to prepare grant applications, contracts and billings for grant activities, and to compute Fees for Special Services, during 2014-15. They are to be applied only to straight time, gross salaries (with CTO). When only net salaries (without CTO) are available, convert net salaries to gross salaries using the CTO rate. For rates applicable to **part time or overtime** salaries, please contact CAP staff. **Note: You MUST adjust rates to deduct directly billed costs.** See Instructions - Attachment B, and Indirect Costs Included in Rate Calculations - Attachment C.

DEPARTMENT/Cost Center	Fringe Benefits	Central Services	Department Administration & Support	Division Overhead*	CTO
PUBLIC WORKS, Board Office: Public Services	33.87%	62.06%	6.19%	*	19.73%
PW - Contract Administration: Construction Inspection	35.98%	7.53%	10.33%	25.32%	21.14%
PW - Engineering:					
Stormwater Facilities Engineering	35.28%	11.85%	23.39%	17.45%	21.35%
Wastewater Facilities Engineering	38.29%	10.15%	23.61%	48.22%	21.35%
Privately Financed & Assessment	37.41%	17.50%	23.92%	26.76%	21.35%
Street Improvements	38.26%	11.51%	23.82%	17.72%	21.35%
Municipal Facilities	37.29%	15.52%	23.63%	17.83%	21.35%
General Mapping & Survey	33.55%	6.50%	24.27%	155.94%	21.35%
PW - Sanitation					
Solid Waste Program	51.21%	108.41%	5.49%	*	23.13%
Wastewater/Stormwater Division	36.31%	26.66%	3.83%	*	23.13%
PW - Street Lighting	42.45%	23.86%	25.23%	*	19.99%
PW - Street Services	45.21%	46.95%	11.59%		27.64%
Street Maint General				*	
Street Use Inspection				*	
Lot Cleaning				*	
Street Tree Division				*	
Street Maint Administration				*	
ST MNT Facilities Maintenance				*	
Street Maint Executive				*	
Resurf & Reconstr Div				*	
Special Proj Constr Div				*	
Street Improvement Div				*	
RECREATION & PARKS	64.73%	39.15%	13.50%	*	23.19%
TRANSPORTATION	45.27%	22.67%	11.58%	*	24.64%
Zoo Department	44.51%	20.66%	20.90%	*	20.58%

These ten Division Overhead rates, calculated by St. Services, assume that Equipment is billed as a direct cost. When such is done, the Central Services rate will be reduced to exclude the directly billed equipment.

Notes:

* Division Overhead includes costs of division heads, section supervisors, clerical and other support staff within divisions or sections. These costs are not part of the Department Administration rate, but are legitimate costs which should be recovered if allowed by your grantor. If these costs are not charged directly to a grant, a Division Overhead indirect cost rate should be calculated. To maintain consistency and insure that Division Overhead costs do not overlap with Department Administration costs, please contact CAP staff for assistance in calculating these rates. Public Works Division Overhead rates are computed by Public Works staff and published herein as a courtesy.

Instructions for Using Indirect Cost Rates

Modifying the rates. Usually departments use the CAP rates as published; however, situations may arise necessitating revision of the rates. **Your Department's CAP rate should be modified if your Department directly charges to a grant or fee payer any of the indirect costs, or if the grantor or fee payer directly provides any of the services listed on Attachment C.** For example, if you purchase a computer and the total cost is paid directly by a fee payer or grantor, your CAP rate must be reduced to avoid double billing for the directly charged item(s). This means: if the entity you are billing provides office space, telephone service, computers, vehicles, or any other item listed on Attachment C, your rates must be adjusted to exclude those items.

An example of the necessity for rate modification is the Police Department's bill to the Airports Department. Airports provides space, utilities, telephones and equipment for Police Department staff at the Airport substation. To properly bill the Airports Department for law enforcement services at this site, the Police Department indirect cost rates are revised to exclude the building use, building lease, equipment use, and telephone line items.

Contact the CAP Office for adjusted rates if any cost listed in Attachment C is directly billed to grants or fees, or if any of the listed services are provided by your client.

Using the rates as published. The CAP indirect cost rates are computed based on "gross annual salaries" **excluding** overtime. (For rates applicable to overtime salaries, please contact the CAP office.) Compensated time off (CTO) is included in this gross salaries base. (See Attachment C paragraph 5 for a definition of CTO.) The CAP Fringe Benefits, Central Services, and Department Administration indirect cost rates, therefore, must be applied to salaries which include CTO and exclude overtime. Please refer to the example below, where:

Fringe Benefits Rate	=	28.10%	of Gross Salaries
Central Services Rate	=	39.77%	of Gross Salaries
Department Administration & Support Rate	=	18.87%	of Gross Salaries
Compensated Time Off Rate	=	16.26%	of Net Salaries

1. Assume Gross Salaries = \$ 1,000.00 (*Gross Salaries are salaries for straight time worked plus Compensated Time Off.*)

Given the above-listed indirect cost rates, and assuming your CTO costs are included in your salaries as billed, total indirect costs are calculated below:

a.	\$	1,000	x	28.10%	=	\$	281.00	Fringe Benefit Cost
b.	\$	1,000	x	39.77%	=	\$	397.70	Central Service Cost
c.	\$	1,000	x	18.87%	=	\$	188.70	Department Administration & Support Cost
Sum of (a + b + c) =								\$ 867.40

2. Assume Net Salaries = \$ 860.14 (*Net Salaries are salaries for straight time worked, not including Compensated Time Off. Such net salaries would typically be accumulated through direct charges in a cost accounting system.*)

Convert net salaries to gross salaries by adding CTO % of Net:

a.	Net Salary times CTO %:	\$	860.14	x	16.26%	=	\$	139.86	= CTO Amount
b.	Net Salary plus CTO amt:	\$	860.14	+	\$	139.86	=	\$	1,000.00 = Gross Salaries
c.	\$	1,000	x	28.10%	=	\$	281.00	Fringe Benefit Cost	
d.	\$	1,000	x	39.77%	=	\$	397.70	Central Service Cost	
e.	\$	1,000	x	18.87%	=	\$	188.70	Department Administration & Support Cost	
Sum of (a + b + c) =								\$	867.40

REMINDER: CTO rates are to be used only when paid time off such as sick and vacation time are not directly charged to a special service or grant project. Please see Attachment C, paragraph 5 for further information.

COST ALLOCATION PLAN 37 INDIRECT COSTS INCLUDED IN RATE CALCULATIONS**1. Fringe Benefits Rate includes the department's share of the Citywide costs of:**

Retirement (Civilians)	Employee Assistance	Union Sponsored Benefits
Pensions (Fire/Police Sworn)	Ordinance Life Insurance	Unused Sick/Vacation Payout
FLEX Benefit Program	Medicare	Unemployment Insurance
- Health Insurance	Social Security	Workers' Compensation
- Dental Insurance	Part Time/Seasonal/Temporary	Hiring Hall Fringe
- Basic Life Insurance	(PST) 457 Retirement Plan	

2. Central Services Rate includes the department's share of the Citywide costs of:

Building Leases [GSD & Spec. Funds]	Equipment Use Allowance (Equipment costing \$5,000 & above)	General City Purposes [League Dues and audits]
Building Depreciation	Equipment Exp. Under \$5,000	Liability Claims
Computer Assets Depreciation (items costing \$5,000 & above)	(Equipment Costing under \$5,000)	Petroleum Products [GSD]
Communications Lease (Telephone bill)	Gas (Natural Gas Utility) [GSD]	Vehicle Depreciation
	Insurance on bond-financed assets	Water & Electricity
		Emergency Operations Organization
City Administrative Officer (CAO, formerly OARS)	EMPLOYEE RELATIONS BOARD	PERSONNEL
Budget		Workers' Compensation & Safety
Employee Relations & Living Wage		Personnel Balance of Dept.
Gen. Support (Finance, Systems, Productivity & Risk Management)	EMERGENCY MANAGEMENT	
Municipal Facilities Projects	Emergency Preparedness Policy & Public Information	
CITY ATTORNEY	FINANCE	POLICE DEPARTMENT
Civil Liability	Citywide Collections	Security Services
Employee Relations	Custody & Disbursement	
Municipal Counsel / Legis. Svcs.	& Debt Administration	
Land Use		
Police Division	GENERAL SERVICES	PUBLIC WORKS
	Building Services	Board Office
CITY CLERK	Construction Division	Contract Admin:
Council and Public Services	Fleet Services	Office of Contract Compliance
Records Management	Assets Management (Leasing & Real Estate)	Engineering: General Engineering
	Mail & Messenger	
	Parking Services	
CITY ETHICS COMMISSION	Supply Services	
CONTROLLER	INFORMATION TECHNOLOGY	PENSIONS: OVERHEADS ALLOCATED
Accounts Payable	AGENCY (ITA)	TO PENSIONS. (Other Pension
Budget & General Acctg.	IT Services	costs included in Fringe Benefits)
CAP	Communications Division	
FMIS	Telecommunications (PPEB)	CERS: OVERHEADS ALLOCATED
Internal Audit		TO CERS. (Other CERS
Payroll (incl. Fiscal Systems)		costs included in Fringe Benefits)
Single Audit		
Workers' Compensation		

INDIRECT COSTS INCLUDED IN CAP 37 RATE CALCULATIONS (continued)**3. Department Administration and Support Rate includes costs of support functions within a department:**

The rate includes expenditures which: --- *benefit the department as a whole*
 --- *are NOT directly charged to a grant or fee program*
 --- *are NOT line operations.*

Expenditures include those of:

Accounting staff	Department Management (Gen. Mgr. & Asst. Gen. Mgrs)
Budget staff	Clerical Staff/word processing staff serving the entire department.
Payroll staff	Systems Staff (if serving the whole department, not a special project)
Personnel & training staff	Warehouse/inventory/stores staff
Inventory staff	Vehicle maintenance staff (Police & Fire only)

NOTE: The support costs discussed here must conform to Federal definitions of allowable overhead costs and are not necessarily the same as the City's General Administration and Support Program (GASP) in a departmental budget.

4. Division Overhead Rates include the costs of support functions within divisions:

The rate includes the salary and expenses of division heads, section supervisors, and other support within divisions which are not included in the Department Administration costs discussed above. For example, within the Bureau of Engineering, the City Engineer, Deputies, their secretaries and the Administration Division are included in the Department Administration indirect cost rate. Within operating divisions, division heads, assistant division heads, and their secretaries and division support staff are NOT included in the Department Administration rate.

To recover the overhead costs within a division, a department or bureau should directly charge the time of the division head, secretary, assistant division head, and other division support services to a project, or calculate an indirect cost rate to recover their costs. Please work with the CAP office when calculating such rates, to insure that Division Overhead costs do not overlap Department Administration costs.

5. Compensated Time Off Rate includes the salary paid to employees who are on paid leave such as:

Sick Leave	Jury Duty	Floating Holiday
Vacation	Bereavement leave	Injury on Duty
Holiday	Preventive Medicine	
Military Leave	Workers' Compensation (salary continuance	
Family Illness	paid by the employing department.)	

Special Note regarding CTO:

CTO rates are to be used only when sick, vacation, and other CTO hours are not directly charged to a fee or grant project. For employees who charge only part of their hours worked to a grant, their time off is usually not being charged to the project, so the cost of that time off must be recovered using the CTO Rate. For employees whose entire annual salary is charged to a fee or grant, CTO is recovered as they take their time off, and the CTO Rate is not to be used. When the CTO Rate is applied to net salaries, the amount derived is added to net salaries to create gross salaries. The derived gross salaries becomes the base against which the fringe benefit rate and other indirect cost rates described above are applied.

6. OTHER DEFINITIONS

- a. Gross Salaries - Total annual salaries, which include pay for time worked AND compensated time off.
- b. Net Salaries - Pay for time worked only, not including compensated time off.

STATE AND LOCAL RATE AGREEMENT

City of Los Angeles
200 N. Main Street
Los Angeles, CA 90012

DATE: September 8, 2015
FILING REF.: The preceding
agreement was dated:
08/17/15 G24300

The rates approved in this agreement are for use on grants, contracts and other agreements with the Federal Government, subject to the conditions contained in Section IV.

SECTION I: CENTRAL SERVICE INDIRECT COST RATES*

<u>Type</u>	<u>Effective Period</u>		<u>Rate</u>	<u>Location</u>	<u>Applicable to</u>
	<u>From</u>	<u>To</u>			
					AGING
Fixed	07/01/14	06/30/15	27.95%	All	Balance of Dept.
Fixed	07/01/14	06/30/15	0.61%	All	Special Fund (Title V)
Fixed	07/01/14	06/30/15	13.95%	All	CITY ADMIN. OFFICER (CAO)
					CRA, Petroleum Admin.,
					Proprietary, Capital
					Projects (Physical Plant)
Fixed	07/01/14	06/30/15	123.83%	All	Disaster Grants Coord.
					CITY ATTORNEY
Fixed	07/01/14	06/30/15	19.49%	All	Criminal
Fixed	07/01/14	06/30/15	5.52%	User's Site	Direct (Proprietary/CRA)
Fixed	07/01/14	06/30/15	5.74%	City Space	Direct (CDD, Housing Authority)
					COMMUNITY DEVELOPMENT
Fixed	07/01/14	06/30/15	12.65%	All	Balance of Department
Fixed	07/01/14	06/30/15	0.00%	All	As Needed Employees
Fixed	07/01/14	06/30/15	18.93%	All	DEPT. ON DISABILITY
					EMERGENCY MANAGEMENT
Fixed	07/01/14	06/30/15	0.00%	All	Emer. Prep. Policy & Public
					Info.
					FIRE
Fixed	07/01/14	06/30/15	18.73%	All	Civilian
Fixed	07/01/14	06/30/15	20.09%	All	Sworn
					HOUSING
Fixed	07/01/14	06/30/15	11.06%	All	Grants Funded Housing
Fixed	07/01/14	06/30/15	14.19%	All	Enforcement
Fixed	07/01/14	06/30/15	8.51%	All	Internal Administration

STATE/LOCALITY: City of Los Angeles

AGREEMENT DATE: September 8, 2015

SECTION I: CENTRAL SERVICE INDIRECT COST RATES* (continued)

<u>Type</u>	<u>Effective Period</u>		<u>Rate</u>	<u>Location</u>	<u>Applicable to</u>
	<u>From</u>	<u>To</u>			
Fixed	07/01/14	06/30/15	24.13%	All	LIBRARY
					MAYOR
Fixed	07/01/14	06/30/15	38.98%	All	Executive/Policy
Fixed	07/01/14	06/30/15	47.38%	All	Grant Funded/Spec.Prog.
Fixed	07/01/14	06/30/15	0.00%	City Space	Direct Billed
Fixed	07/01/14	06/30/15	37.72%	All	PLANNING
					POLICE
Fixed	07/01/14	06/30/15	8.99%	All	Civilian
Fixed	07/01/14	06/30/15	14.70%	All	Sworn
					PUBLIC WORKS DEPT.
Fixed	07/01/14	06/30/15	62.06%	All	Board Office Direct: Pub. Svcs.
					<u>Contract Administration</u>
Fixed	07/01/14	06/30/15	7.53%	All	Construction Inspection
					<u>Engineering</u>
Fixed	07/01/14	06/30/15	11.85%	All	Stormwater Facilities Eng.
Fixed	07/01/14	06/30/15	10.15%	All	Wastewater Facilities Eng.
Fixed	07/01/14	06/30/15	17.50%	All	Privately Fin. Imprv. Eng.
Fixed	07/01/14	06/30/15	11.51%	All	Street Improvements Eng.
Fixed	07/01/14	06/30/15	15.52%	All	Municipal Facilities Eng.
Fixed	07/01/14	06/30/15	6.50%	All	Gen'l. Mapping & Survey
					<u>Sanitation</u>
Fixed	07/01/14	06/30/15	108.41%	All	Solid Waste Program
Fixed	07/01/14	06/30/15	26.66%	All	Wastewater/Flood Control
Fixed	07/01/14	06/30/15	23.86%	All	Street Lighting
Fixed	07/01/14	06/30/15	46.95%	All	Street Services
Fixed	07/01/14	06/30/15	39.15%	All	RECREATION & PARKS
Fixed	07/01/14	06/30/15	22.67%	All	TRANSPORTATION
Fixed	07/01/14	06/30/15	20.66%	All	ZOO

*BASE: Direct salaries and wages including vacation, holiday, sick pay and other paid absences but excluding all other fringe benefits.

STATE/LOCALITY: City of Los Angeles

AGREEMENT DATE: September 8, 2015

SECTION II: FRINGE BENEFITS RATES*

<u>Type</u>	<u>Effective Period</u>		<u>Rate</u>	<u>Location</u>	<u>Applicable to</u>
	<u>From</u>	<u>To</u>			
					AGING
Fixed	07/01/14	06/30/15	41.71%	All	Balance of Dept.
Fixed	07/01/14	06/30/15	14.85%	All	Special Fund (Title V)
Fixed	07/01/14	06/30/15	34.94%	All	CITY ADMIN. OFFICER (CAO)
					CRA, Petroleum Admin.,
					Proprietary, Capital
					Projects (Physical Plant)
Fixed	07/01/14	06/30/15	34.72%	All	Disaster Grants Coord.
					CITY ATTORNEY
Fixed	07/01/14	06/30/15	36.15%	All	Criminal
Fixed	07/01/14	06/30/15	34.18%	User's Site	Direct (Proprietary/CRA)
Fixed	07/01/14	06/30/15	35.62%	City Space	Direct (CDD, Housing Authority)
					COMMUNITY DEVELOPMENT
Fixed	07/01/14	06/30/15	40.50%	All	Balance of Department
Fixed	07/01/14	06/30/15	10.52%	All	As Needed Employees
Fixed	07/01/14	06/30/15	41.69%	All	DEPT. ON DISABILITY
					EMERGENCY MANAGEMENT
Fixed	07/01/14	06/30/15	53.62%	All	Emer. Prep. Policy & Public
					Info.
					FIRE
Fixed	07/01/14	06/30/15	44.01%	All	Civilian
Fixed	07/01/14	06/30/15	75.31%	All	Sworn
					HOUSING
Fixed	07/01/14	06/30/15	39.22%	All	Grants Funded Housing
Fixed	07/01/14	06/30/15	46.17%	All	Enforcement
Fixed	07/01/14	06/30/15	28.73%	All	Internal Administration
Fixed	07/01/14	06/30/15	39.40%	All	LIBRARY
					MAYOR
Fixed	07/01/14	06/30/15	39.40%	All	Executive/Policy
Fixed	07/01/14	06/30/15	36.57%	All	Grant Funded/Spec. Prog.
Fixed	07/01/14	06/30/15	91.13%	City Space	Direct Billed

STATE/LOCALITY: City of Los Angeles

AGREEMENT DATE: September 8, 2015

SECTION II: FRINGE BENEFITS RATES* (continued)

<u>Type</u>	<u>Effective Period</u>		<u>Rate</u>	<u>Location</u>	<u>Applicable to</u>
	<u>From</u>	<u>To</u>			
Fixed	07/01/14	06/30/15	41.53%	All	PLANNING
					POLICE
Fixed	07/01/14	06/30/15	41.62%	All	Civilian
Fixed	07/01/14	06/30/15	73.37%	All	Sworn
					PUBLIC WORKS DEPT.
Fixed	07/01/14	06/30/15	33.87%	All	Board Office Direct: Pub. Svcs.
					<u>Contract Administration</u>
Fixed	07/01/14	06/30/15	35.98%	All	Construction Inspection
					<u>Engineering</u>
Fixed	07/01/14	06/30/15	35.28%	All	Stormwater Facilities Eng.
Fixed	07/01/14	06/30/15	38.29%	All	Wastewater Facilities Eng.
Fixed	07/01/14	06/30/15	37.41%	All	Privately Fin. Imprv. Eng.
Fixed	07/01/14	06/30/15	38.26%	All	Street Improvements Eng.
Fixed	07/01/14	06/30/15	37.29%	All	Municipal Facilities Eng.
Fixed	07/01/14	06/30/15	33.55%	All	Gen'l. Mapping & Survey
					<u>Sanitation</u>
Fixed	07/01/14	06/30/15	51.21%	All	Solid Waste Program
Fixed	07/01/14	06/30/15	36.31%	All	Wastewater/Flood Control
Fixed	07/01/14	06/30/15	42.45%	All	Street Lighting
Fixed	07/01/14	06/30/15	45.21%	All	Street Services
Fixed	07/01/14	06/30/15	64.73%	All	RECREATION & PARKS
Fixed	07/01/14	06/30/15	45.27%	All	TRANSPORTATION
Fixed	07/01/14	06/30/15	44.51%	All	ZOO

*BASE: Direct salaries and wages including vacation, holiday, sick pay and other paid absences but excluding all other fringe benefits.

STATE/LOCALITY: City of Los Angeles

AGREEMENT DATE: September 8, 2015

SECTION III: SPECIAL REMARKS

TREATMENT OF PAID ABSENCES

Vacation, holiday, sick leave pay and other paid absences are included in salaries and wages and are charged to Federal projects as part of the normal charge for salaries and wages. Separate charges for the cost of these absences are not made.

TREATMENT OF OTHER FRINGE BENEFITS

This organization uses a fringe benefit rate which is applied to salaries and wages for both budgeting and charging purposes for Federal projects. The fringe benefits listed below are included in the fringe benefit rate.

RETIREMENT, FLEX BENEFIT PROGRAM (HEALTH, DENTAL & BASIC LIFE INSURANCE), EMPLOYEE ASSISTANCE, ORDINANCE LIFE INSURANCE, MEDICARE, SOCIAL SECURITY, UNION SPONSORED BENEFITS, UNUSED SICK/VACATION PAYOUT, UNEMPLOYMENT INSURANCE, WORKER'S COMPENSATION & HIRING HALL FRINGE

BILLED COSTS

In addition to the costs distributed through the rates cited in Sections I and II, the costs of central services listed below may be billed directly to user departments/agencies.

PRINTING SERVICES DIVISION

DEFINITION OF EQUIPMENT

Equipment is defined as tangible nonexpendable personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit.

This Rate Agreement is issued in accordance with the Customer Service Agreement between DHHS/CAS and the Department of Housing and Urban Development.

STATE/LOCALITY: City of Los Angeles

AGREEMENT DATE: September 8, 2015

SECTION IV: GENERAL

A. **LIMITATIONS:** The rates in this Agreement are subject to any statutory or administrative limitations and apply to a given grant, contract or other agreement only to the extent that funds are available. Acceptance of the rates is subject to the following conditions: (1) Only costs incurred by the organization were included in its indirect cost pool as finally accepted; such costs are legal obligations of the department/agency and are allowable under the governing cost principles; (2) The same costs that have been treated as indirect costs are not claimed as direct costs; (3) Similar types of costs have been accorded consistent accounting treatment; and (4) The information provided by the organization which was used to establish the rates is not later found to be materially incomplete or inaccurate by the Federal Government. In such situations the rate(s) would be subject to renegotiation at the discretion of the Federal Government.

B. **ACCOUNTING CHANGES:** This Agreement is based on the accounting system purported by the organization to be in effect during the Agreement period. Changes to the method of accounting for costs which affect the amount of reimbursement resulting from the use of this Agreement require prior approval of the authorized representative of the cognizant agency. Such changes include, but are not limited to, changes in the charging of a particular type of cost from indirect to direct. Failure to obtain approval may result in cost disallowances.

C. **FIXED RATES:** If a fixed rate is in this Agreement, it is based on an estimate of the costs for the period covered by the rate. When the actual costs for this period are determined, an adjustment will be made to a rate of a future year(s) to compensate for the difference between the costs used to establish the fixed rate and actual costs.

D. **BILLED COSTS:** Charges for the services listed in Section III will be billed in accordance with rates established by the State/locality. These rates will be based on the estimated costs of providing the services. Adjustments for variances between billed costs and the actual allowable costs of providing the services, as defined by OMB Circular A-87, will be made in accordance with procedures agreed to between the State/locality and the approving agency.

E. **USE BY OTHER FEDERAL AGENCIES:** The rates in this Agreement were approved in accordance with the authority in Office of Management and Budget Circular A-87, and should be applied to grants, contracts and other agreements covered by this Circular, subject to any limitations in Paragraph A above. The organization may provide copies of the Agreement to other Federal Agencies to give them early notification of the Agreement.

BY THE STATE/LOCALITY:

City of Los Angeles

(STATE/LOCALITY)

(SIGNATURE)

ERIC GARZETTI

(NAME)

MAYOR

(TITLE)

9-24-15

(DATE)

Approved

Sept 16, 2015
MICHAEL N. FEUER, City Attorney

By

ON BEHALF OF THE FEDERAL GOVERNMENT:

DEPARTMENT OF HEALTH AND HUMAN
SERVICES

(AGENCY)

Arif M. Karim -A

Digitally signed by Arif M. Karim -A
DN: c=US, o=U.S. Government, ou=HHS, ou=PSC, ou=People,
cn=Arif M. Karim -A, 0.9.2342.19200300.100.1.1=2000212895
Date: 2015.09.12 14:31:39 -05'00'

(SIGNATURE)

Arif Karim

(NAME)

Director, Cost Allocation Services

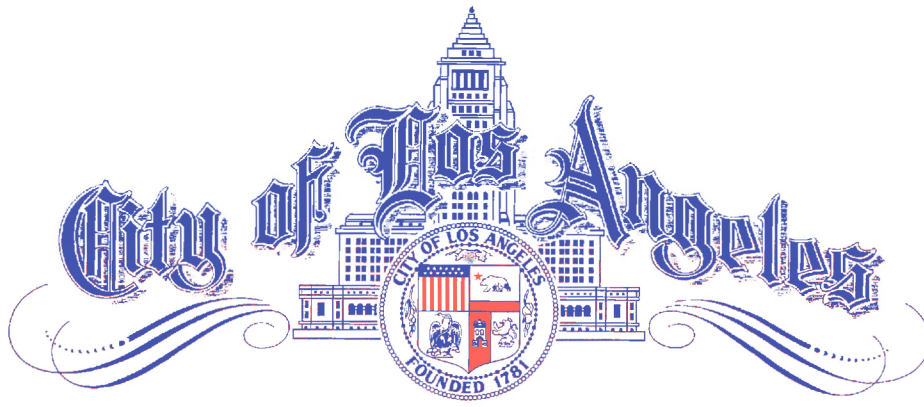
(TITLE)

September 8, 2015

(DATE)

HHS Representative: Naomi Tamashiro

Telephone: (415) 437-7820



ERIC GARCETTI
MAYOR

March 8, 2016

Bea Hanson, Director
Office of Violence Against Women
145 N. Street, NE
Washington, DC 20530

Re: FY 2016 Training and Services to End Violence Against Women with Disabilities Grant

Dear Ms. Hanson:

This letter serves to certify that the City of Los Angeles is registered and current with the System for Award Management (SAM) under DUNS number 611501243. The City of Los Angeles registered/verified registration on February 23, 2016. The SAM registration for City of Los Angeles will expire on February 23, 2017.

I understand that in order to submit an application for the FY 2015 Training and Services to End Violence Against Women with Disabilities Grant, the City of Los Angeles must be registered with Grants.gov. I certify that City of Los Angeles began the registration process with Grants.gov in 2013.

Sincerely,

Jeff Gorell
Deputy Mayor
Mayor's Office of Public Safety



U.S. Department of Justice

Office on Violence Against Women

September 8, 2016

Washington, D.C. 20531

Mr. Jeff Gorell
City of Los Angeles
200 N. Spring Street, Room 303
Los Angeles, CA 90012

Dear Mr. Gorell:

On behalf of Attorney General Loretta Lynch, it is my pleasure to inform you that the Office on Violence Against Women has approved your application for funding under the Training and Services to End Violence Against Women with Disabilities Grants Program in the amount of \$500,000 for City of Los Angeles. Recipients provide training, consultation, and services to communities to address domestic violence, sexual assault, dating violence and stalking against individuals with disabilities and Deaf individuals.

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

If you have questions regarding this award, please contact Sylvia Pauling at (202) 514-0748. For financial grants management questions, contact the OVW Grants Financial Management Division at (202) 514-8556, or by e-mail at ovw.gfmd@usdoj.gov. For payment questions, contact the Office of the Chief Financial Officer, Customer Service Center (CSC) at (800) 458-0786, or by email at ask.ocfo@usdoj.gov.

Congratulations, and we look forward to working with you.

Sincerely,

A handwritten signature in blue ink, appearing to read "Bea Hanson".

Bea Hanson
Principal Deputy Director

Enclosures



OFFICE FOR CIVIL RIGHTS

Office of Justice Programs

U.S. Department of Justice

810 7th Street, NW
Washington, DC 20531

Tel: (202) 307-0690

TTY: (202) 307-2027

E-mail: askOCR@usdoj.gov

Website: www.ojp.usdoj.gov/ocr

September 8, 2016

Mr. Jeff Gorell
City of Los Angeles
200 N. Spring Street, Room 303
Los Angeles, CA 90012

Dear Mr. Gorell:

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

Ensuring Access to Federally Assisted Programs

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

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

Enforcing Civil Rights Laws

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

Providing Services to Limited English Proficiency (LEP) Individuals

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

Ensuring Equal Treatment for Faith-Based Organizations

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

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

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

Using Arrest and Conviction Records in Making Employment Decisions

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

Complying with the Safe Streets Act

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

Meeting the EEOP Requirement

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

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

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

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

Meeting the Requirement to Submit Findings of Discrimination

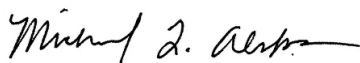
If in the three years prior to the date of the grant award, your organization has received an adverse finding of discrimination based on race, color, national origin, religion, or sex, after a due-process hearing, from a state or federal court or from a state or federal administrative agency, your organization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

Ensuring the Compliance of Subrecipients

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

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

Sincerely,



Michael L. Alston
Director

cc: Grant Manager
Financial Analyst



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Office on Violence Against Women

Cooperative Agreement

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1. RECIPIENT NAME AND ADDRESS (Including Zip Code)

City of Los Angeles
200 N. Spring Street, Room 303
Los Angeles, CA 90012

4. AWARD NUMBER: 2016-FW-AX-K002

5. PROJECT PERIOD: FROM 10/01/2016 TO 09/30/2019
BUDGET PERIOD: FROM 10/01/2016 TO 09/30/2019

6. AWARD DATE 09/08/2016

7. ACTION

2a. GRANTEE IRS/VENDOR NO.

956000735

8. SUPPLEMENT NUMBER

00

Initial

2b. GRANTEE DUNS NO.

611501243

9. PREVIOUS AWARD AMOUNT \$ 0

3. PROJECT TITLE

Los Angeles (LA) Violence Against Women with Disabilities Program

10. AMOUNT OF THIS AWARD \$ 500,000

11. TOTAL AWARD \$ 500,000

12. SPECIAL CONDITIONS

THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH
ON THE ATTACHED PAGE(S).

13. STATUTORY AUTHORITY FOR GRANT

This project is supported under 42 U.S.C. 3796gg-7 (OVW - Disability Education)

14. CATALOG OF DOMESTIC FEDERAL ASSISTANCE (CFDA Number)

16.529 - Education, Training, and Enhanced Services to End Violence Against Women with Disabilities

15. METHOD OF PAYMENT

GPRS

AGENCY APPROVAL

GRANTEE ACCEPTANCE

16. TYPED NAME AND TITLE OF APPROVING OFFICIAL

Bea Hanson
Principal Deputy Director

18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL

Jeff Gorell
Deputy Mayor

17. SIGNATURE OF APPROVING OFFICIAL

19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL

19A. DATE

AGENCY USE ONLY

20. ACCOUNTING CLASSIFICATION CODES

FISCAL YEAR	FUND CODE	BUD. ACT.	DIV. REG.	OFC.	SUB.	POMS	AMOUNT
X	A	FW	29	00	00		500000

21. FW16D00001



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Office on Violence Against Women

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PROJECT NUMBER 2016-FW-AX-K002

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SPECIAL CONDITIONS

1. Applicability of Part 200 Uniform Requirements and DOJ Grants Financial Guide

The recipient agrees to comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by the Department of Justice (DOJ) in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements"), and the current edition of the DOJ Grants Financial Guide as posted on the OVW website to include any amendments made throughout the course of the grant period.

2. Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by DOJ awarding agency, must seek a budget-modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.

3. Requirements related to System for Award Management and Unique Entity Identifiers

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <http://www.sam.gov>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OVW web site at <https://www.justice.gov/ovw/grantees> (Award condition: Registration with the System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This special condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

4. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OVW authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OVW web site at <https://www.justice.gov/ovw/grantees> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OVW authority to terminate award)), and are incorporated by reference here.



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SPECIAL CONDITIONS

5. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide as posted on the OVW website.

6. OVW Training Guiding Principles

The recipient understands and agrees that any training or training materials developed or delivered with funding provided under this award must adhere to the OVW Training Guiding Principles for Grantees and Subgrantees, available at <https://www.justice.gov/ovw/grantees>.

7. Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

8. The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

9. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

10. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38, specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries. Part 38 of 28 C.F.R., a DOJ regulation, was amended effective May 4, 2016.

Among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of the regulation, now entitled "Partnerships with Faith-Based and Other Neighborhood Organizations," is available via the Electronic Code of Federal Regulations (currently accessible at <http://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.



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11. Restrictions on "lobbying" and Policy Development

Federal funds may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government without the express prior written approval of OVW, in order to avoid violation of 18 U.S.C. 1913. The recipient, or any subrecipient ("subgrantee") may, however, use federal funds to collaborate with and provide information to federal, state, local, tribal and territorial public officials and agencies to develop and implement policies and develop and promote state, local, or tribal legislation or model codes designed to reduce or eliminate domestic violence, dating violence, sexual assault, and stalking (as those terms are defined in 42 U.S.C. 13925(a)) when such collaboration and provision of information is consistent with the activities otherwise authorized under this grant program.

12. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2016)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2016, are set out at <https://www.justice.gov/ovw/grantees>, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OVW for guidance, and may not proceed without the express prior written approval of OVW.

13. Reporting Potential Fraud, Waste, and Abuse, and Similar Misconduct

The recipient and any subrecipients ("subgrantees") must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award -- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by-- (1) mail directed to: Office of the Inspector General, U.S. Department of Justice, Investigations Division, 950 Pennsylvania Avenue, N.W. Room 4706, Washington, DC 20530; (2) e-mail to: oig.hotline@usdoj.gov; and/or (3) the DOJ OIG hotline: (contact information in English and Spanish) at (800) 869-4499 (phone) or (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <http://www.usdoj.gov/oig>.



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

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

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

1. In accepting this award, the recipient--

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

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

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

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

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

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



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15. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

16. Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

17. The grantee agrees to follow the applicable set of general terms and conditions which are available at <http://www.justice.gov/ovw/grantees>. These do not supersede any specific conditions in this award document.

18. The Violence Against Women Reauthorization Act of 2013 added a new civil rights provision that applies to all OVW grants issued in FY 2014 or after. This provision prohibits OVW grantees from excluding, denying benefits to, or discriminating against any person on the basis of actual or perceived race, color, religion, national origin, sex, gender identity, sexual orientation, or disability in any program or activity funded in whole or in part by OVW. The grantee acknowledges that it will comply with this provision.

19. The recipient acknowledges that they are responsible for maintaining updated contact information in the Grants Management System. To update information in GMS for either the point of contact and/or the authorized representative, grantees must submit a Grant Adjustment Notice.

20. The grantee agrees that funds will be used to supplement, not supplant, non-federal funds that would otherwise be available for the activities under this grant.

21. The grantee agrees to comply with all relevant statutory and regulatory requirements which may include, among other relevant authorities, the Violence Against Women Act of 1994, P.L. 103-322, the Violence Against Women Act of 2000, P.L. 106-386, the Omnibus Crime Control and Safe Streets Act of 1968, 42 U.S.C 3711 et seq., the Violence Against Women and Department of Justice Reauthorization Act of 2005, P.L. 109-162, the Violence Against Women Reauthorization Act of 2013, P.L. 113-4, and OVW's implementing regulations at 28 CFR Part 90.

22. The grantee must be in compliance with specifications outlined in the solicitation under which the approved application was submitted. The program solicitation is hereby incorporated by reference into this award.

23. The recipient understands and agrees that misuse of award funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment from federal grants, recoupment of monies provided under an award, and civil and/or criminal penalties.



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24. Grant funds may be used only for the purposes in the recipient's approved application. The recipient shall not undertake any work or activities that are not described in the grant application, and that use staff, equipment, or other goods or services paid for with OVW grant funds, without prior written approval from OVW.
25. The Director of OVW, upon a finding that there has been substantial failure by the recipient to comply with applicable laws, regulations, and/or the terms and conditions of the award or relevant solicitation, will terminate or suspend until the Director is satisfied that there is no longer such failure, all or part of the award, in accordance with the provisions of 28 CFR Part 18, as applicable mutatis mutandis.
26. The grantee agrees to comply with the provisions of 42 U.S.C. 13925(b)(2), nondisclosure of confidential or private information, which includes creating and maintaining documentation of compliance, such as policies and procedures for release of victim information. The grantee also agrees to ensure that any subgrantees meet these requirements.
27. The grantee agrees to submit semiannual progress reports that describe project activities during the reporting period. Progress reports must be submitted within 30 days after the end of the reporting periods, which are January 1 - June 30 and July 1 - December 31 for the duration of the award. Future awards may be withheld if progress reports are delinquent. Grantees are required to submit this information online, through the Grants Management System (GMS), on the semi-annual progress report for the relevant OVW grant programs.
28. Under the Government Performance and Results Act (GPRA), VAWA 2000 and subsequent legislation, grantees are required to collect and maintain data that measure the effectiveness of their grant-funded activities. Accordingly, the grantee agrees to submit semi-annual electronic progress reports on program activities and program effectiveness measures. Grantees are required to collect the information that is included on the Measuring Effectiveness Progress Report for the OVW Program under which this award is funded.
29. A final report, which provides a summary of progress toward achieving the goals and objectives of the award, significant results, and any products developed under the award, is due 90 days after the end of the award. The Final Progress Report should be submitted to the Office on Violence Against Women through the Grants Management System with the Report Type indicated as "Final".
30. The recipient agrees that it will submit quarterly financial status reports to OVW on-line (at <https://grants.ojp.usdoj.gov>) using the SF 425 Federal Financial Report form (available for viewing at www.whitehouse.gov/omb/grants/standard_forms/ff_report.pdf), not later than 30 days after the end of each calendar quarter. The final report shall be submitted not later than 90 days following the end of the award period.
31. Funds allocated for OVW-sponsored technical assistance may not be used for any other purpose without prior approval by OVW. To request approval, grantees must submit a Program Office Approval Grant Adjustment Notice (GAN) via the Grants Management System (GMS). The grantee must include a copy of the event's brochure, curriculum and/or agenda, a description of the hosts or trainers, and an estimated breakdown of costs should be attached to the GAN. The GAN request must be submitted to OVW at least 20 days prior to registering for the event. Approval to attend non-OVW sponsored events will be considered on a case-by-case basis. This prior approval process also applies to requests for the use of OVW-designated technical assistance funds to pay a consultant or contractor not designated as an OVW technical assistance provider to develop and/or provide training and/or technical assistance.
32. The grantee agrees to attend and participate in OVW-sponsored technical assistance. Technical assistance includes, but is not limited to, national and regional conferences, audio conferences, webinars, peer-to-peer consultations, and workshops conducted by OVW-designated technical assistance providers. All training will be coordinated by OVW-designated technical assistance providers.



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33. Approval of this award does not indicate approval of any consultant rate in excess of \$650 per day or \$81.25 per hour. A detailed justification must be submitted to and approved by the Office on Violence Against Women prior to obligation or expenditure of such funds. Although prior approval is not required for consultant rates below these specified amounts, grantees are required to maintain documentation to support all daily or hourly rates.
34. All materials and publications (written, visual, or sound) resulting from award activities shall contain the following statements: "This project was supported by Grant No. _____ awarded by the Office on Violence Against Women, U.S. Department of Justice. The opinions, findings, conclusions, and recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the Department of Justice, Office on Violence Against Women."
35. The grantee agrees that grant funds will not support activities that compromise victim safety and recovery, such as: procedures or policies that exclude victims from receiving safe shelter, advocacy services, counseling, and other assistance based on their actual or perceived sex, age, immigration status, race, religion, sexual orientation, gender identity, mental health condition, physical health condition, criminal record, work in the sex industry, or the age and/or sex of their children; procedures or policies that compromise the confidentiality of information and privacy of persons receiving OVW-funded services; pre-trial diversion programs not approved by OVW or the placement of offenders in such programs; mediation, couples counseling, family counseling or any other manner of joint victim-offender counseling; mandatory counseling for victims, penalizing victims who refuse to testify, or promoting procedures that would require victims to seek legal sanctions against their abusers (e.g., seek a protection order, file formal complaint); the placement of perpetrators in anger management programs; or any other activities outlined in the solicitation under which the approved application was submitted.
36. The grantee agrees to submit for OVW review and approval any anticipated addition of, removal of, or change in collaborating partner agencies or individuals who are signatories of the Memorandum of Understanding, and if applicable, the Internal Memorandum of Agreement.
37. Pursuant to 2 CFR §200.315(b), the recipient may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under this award. The Office on Violence Against Women reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish or otherwise use the work, in whole or in part (including in the creation of derivative works), for Federal purposes, and to authorize others to do so.

The Office on Violence Against Women also reserves a royalty-free, nonexclusive and irrevocable right to reproduce publish or otherwise use, in whole or in part (including in the creation of derivative works), any work developed by a subrecipient of this award, for Federal purposes, and to authorize others to do so.

In addition, the recipient (or subrecipient, contractor or subcontractor) must obtain advance written approval from the Office on Violence Against Women program manager assigned to this award, and must comply with all conditions specified by the program manager in connection with that approval, before: 1) using award funds to purchase ownership of, or a license to use, a copyrighted work; or 2) incorporating any copyrighted work, or portion thereof, into a new work developed under this award.

It is the responsibility of the recipient (and of each subrecipient, contractor or subcontractor as applicable) to ensure that this condition is included in any subaward, contract or subcontract under this award.



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38. The recipient agrees to comply with applicable requirements to report first-tier subawards of \$25,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients of award funds. Such data will be submitted to the FFATA Subaward Reporting System (FSRS). The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the Office on Violence Against Women web site at: <http://www.ovw.usdoj.gov/docs/ffata-award-term.pdf> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here. This condition, and its reporting requirement, does not apply to grant awards made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own and/or operate in his or her name).
39. The cost allowed for logistical conference planning (this is applicable regardless of whether the recipient is planning in-house or is contracting with an outside conference planner) is limited to \$50 for each attendee (costs of trainers, instructors, presenters and facilitators are to be included as attendees when calculating the planning threshold), not to exceed a cumulative total of \$8,750. For example, if the number of attendees at a conference is 100, the cost allowed for a logistical planner is \$5,000 (\$50 X 100 attendees). Indirect cost rates must be applied to conference planning costs in accordance with negotiated agreements and must be included when calculating the planning thresholds. If it is expected that the conference planning will meet these limitations, no further justification is required. If these limitations are expected to be exceeded, the recipient must justify the costs in writing and those costs must be approved by the Office on Violence Against Women before the recipient proceeds with the logistical planning.
40. The cost allowed for programmatic conference planning (this is applicable regardless of whether the recipient is planning in-house or is contracting with an outside programmatic conference planner) is limited to \$200 for each attendee (costs of trainers, instructors, presenters and facilitators are to be included as attendees when calculating the planning threshold) not to exceed a cumulative cost total of \$35,000. For example, if the number of attendees at the conference is 100, the cost allowed for a programmatic planner is \$20,000 (\$200 X 100 attendees). Indirect cost rates must be applied to conference planning costs in accordance with negotiated agreements and must be included when calculating the planning thresholds. If these limitations are met, no further justification or approval is required. If it is expected that these limitations will be exceeded, the costs must be justified in writing and approved by the Office on Violence Against Women before the recipient proceeds with the programmatic planning.
41. Recipients must limit the cost of conference space and audio-visual equipment to \$25 per day per attendee, not to exceed a total of \$20,000 for the conference. Indirect cost rates must be applied to conference space and audio-visual equipment costs in accordance with negotiated agreements, and must be included when calculating this threshold. If these limitations are going to be exceeded the recipient must submit a justification, in writing to the Office on Violence Against Women for approval before the recipient enters into any contract for the use of conference space and audio-visual equipment.
42. Trinkets (items such as hats, mugs, portfolios, t-shirts, coins, etc., regardless of whether they include the conference name or logo) must not be purchased with funds made available under this agreement. Basic supplies that are necessary for use during the conference (e.g., pens, paper, name tags) may be purchased.
43. Funds made available under this agreement may not be used for costs of entertainment, including amusement, diversion, social activities and any costs directly associated with such costs (such as tickets to shows or sports events, meals, lodging, rentals, transportation, and gratuities).



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44. Subject to OVW prior approval, and under limited circumstances, OVW funds may be used to purchase food and/or beverages for meals served during a meeting, conference or training and under very specific circumstances, during refreshment breaks. Refreshment breaks will only be considered where there are unique and extenuating circumstances and require significant justification. OVW may approve the use of funds to purchase food and/or beverages served at a working meal if the recipient can justify that provision of the meal is necessary to accomplish official business and enhance the cost effectiveness of the conference. For example, a meal may be permissible where the conference would need to be extended if the working meal is not provided.

Furthermore, if a meal is approved by OVW, the cost of any individual meal, plus taxes and any hotel service costs (e.g., labor cost for room setup), must not exceed 150 percent of the General Services Administration (GSA) Meals and Incidental Expenses (M&IE) rate for that meal in that locality per attendee. OVW strongly encourages costs to stay at or below 100% of the applicable per diem rate for any meal provided, including any service costs. The current GSA M&IE rate breakdown by meal and by locality can be found at <http://www.gsa.gov/portal/content/101518>. This restriction does not impact direct payment of per diem amounts to individuals in a travel status under your organizations travel policy.

45. The recipient must complete and submit the Conference and Events Approval Form to OVW for review and approval prior to entering into any contract (with the exception of logistical or programmatic planning contracts) or expending any funds for any meeting, conference, training, or other event.
46. Within 30 days after the end of any conference, meeting, retreat, seminar, symposium, training activity, or similar event funded, in whole or in part, under this award, and the total cost of which exceeds \$20,000 in award funds, the recipient must provide the program manager with a completed Conference and Events Reporting Form found at <http://www.ovw.usdoj.gov/receive-grant.html>. (Note that the conference expenditures reported on this form should be all those that were paid with OVW funds; do not report those that were funded by another entity.)

47. **TERMS OF COOPERATIVE AGREEMENT**

The Office on Violence Against Women (OVW) has elected to enter into a Cooperative Agreement with the City of Los Angeles. The award recipient acknowledges that OVW will play a substantial role in shaping and monitoring the project.

STATEMENT OF FEDERAL INVOLVEMENT

The Office on Violence Against Women (OVW) will:

1. Provide the services of a Federal Program Specialist as a single point of contact for the administration of this cooperative agreement.
2. Monitor program development and implementation, and fulfill an oversight function regarding the project.
3. Review and approve content and format of the materials produced in conjunction with this project.
4. Provide input, re-direct the project as needed, and actively monitor the project by methods including but not limited to ongoing contact with the recipient.
5. Approve sites and dates of all project related activities.



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48. TERMS OF THE COOPERATIVE AGREEMENT

STATEMENT OF RECIPIENT RESPONSIBILITIES

The City of Los Angeles will work collaboratively, in each step of the planning and development and implementation phases of the project, with Peace Over Violence and Westside Center for Independent Living.

Recipients will:

1. Attend the New Grantee Orientation. The orientation will provide grant and financial management information, content training, and provide an opportunity for exchange and coalition building among award recipients.
2. Participate in all OVW funded technical assistance opportunities related to the Disability Grant Program, including, but not limited to, grantee meetings, on-site technical assistance, tele/videoconference calls, and use the End Abuse of People with Disabilities website.
3. Ensure that the multidisciplinary collaborative team is engaged in all activities, as outlined by the grant program solicitation, such as capacity building, collaboration building, conducting a needs assessment, developing a strategic plan, and implementing activities, as outlined in the strategic plan. Activities under this grant program must be broader than just direct services
4. Limit planning and development phase activities to the following: collaboration building, capacity building, planning, narrowing the scope of focus, conducting a needs assessment, and developing a strategic plan.
5. Successfully complete all planning and development activities before continuing with implementation activities. All planning and development activities must be reviewed and approved by OVW.
6. Projects will implement activities within the organizations that make up the multidisciplinary collaborative team.
7. Work cooperatively and collaboratively with the OVW identified technical assistance provider for the Disability Grant Program, throughout the term of this agreement, including:
 - Participating in regular communication to discuss the project, receive technical assistance, and jointly determine additional resources needed.
 - Participating in at least one technical assistance on-site visits per year.
 - Developing the collaboration charter.
 - Developing the scope of focus memo.
 - Developing the needs assessment plan and tools.
 - Developing an effective and feasible strategic plan consistent with the statutory purpose areas of the Disabilities statute (42 USC 3796gg-7) and all other terms and conditions of this agreement.
8. Use the assistance of the OVW identified technical assistance provider when the multidisciplinary collaborative team is engaged in, but not limited to, the following:
 - Curricula or product development
 - Concept development
 - Policy development
 - Accessibility improvements



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49. TERMS OF THE COOPERATIVE AGREEMENT

STATEMENT OF RECIPIENT RESPONSIBILITIES, continued

9. Each organization involved with the project agrees to review, revise and/or create organizational policy and practice to address the needs of individuals with disabilities who are victims of violence and abuse.

10. Agree to address issues of accessibility and responsiveness within your own organizational services and employment practice. The organizations participating in the multidisciplinary collaborative team will be expected to develop and implement a plan to increase accessibility and responsiveness.

11. Develop policies around confidentiality and information sharing.

12. Submit all materials resulting from this agreement forty-five (45) days prior to public release for OVW review and approval. All materials (including video, DVD, website) shall be made accessible to individuals with disabilities. The award recipient agrees to provide, if requested, a summary of data gathered through evaluation tools used at grant funded trainings sixty (60) calendar days after the request is made by OVW. Materials include, but are not limited to:

- Vision Statement
- Mission Statement
- Scope of Focus Memo
- Needs Assessment Plan and Tools
- Strategic Plan
- Training Curricula
- Educational Materials
- Accessibility Improvement Plans

13. Engage in cross-training, among the collaborative partners, as well as among other individuals and organizations within the area(s) of focus.

14. Ensure that all project activities will create sustainable, systemic change that will result in effective services for individuals with disabilities who are victims of domestic violence, dating violence, stalking and sexual assault.

15. Submit the strategic plan and a budget modification for the implementation phase of the project to OVW for review and approval. The budget modification must be directly related to the approved strategic plan.

16. Ensure that the intended audience for the education, technical assistance and training funded through the Disability Grant Program is comprised of disability related service organizations, domestic violence programs, sexual assault programs, the criminal justice system, relevant service organizations, or faith and community-based organizations that provide services to individuals with disabilities.

17. Ensure that all meetings and training events are accessible to individuals with disabilities.

18. Ensure that funds do not support education and technical assistance that advocates activities that compromise victim safety, such as: develop materials that do not address the issues of targeted abuse; develop materials that focus primarily on issues of physical accessibility and do not fully address issues of programmatic and attitudinal accessibility; or develop safety plans that are not appropriate for women with disabilities.

19. Develop and implement a realistic plan to sustain project activities. Sustainable activities should include activities beyond seeking additional funding. For example, institutionalize policies and practices; increase accessibility of organizations participating in the collaborative; develop, nurture and enhance cross discipline collaboration, etc.



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50. The recipient's budget is pending review and approval. The recipient may obligate, expend and draw down funds for travel related expenses to attend OVW-sponsored technical assistance events up to \$10,000, unless there is another condition on the award prohibiting obligation, expenditure, and drawdown of any funds in which case the condition prohibiting any obligation, expenditure or drawdown of funds will control. Remaining funds will not be available for draw down until the Office on Violence Against Women, Grants Financial Management Division has approved the budget and budget narrative, and a Grant Adjustment Notice has been issued removing this special condition. Any obligations or expenditures incurred by the recipient prior to the budget being approved are made at the recipient's own risk. If applicable, the Indirect Cost Rate will be identified in the Grant Adjustment Notice when the budget is approved.



U.S. Department of Justice

Office on Violence Against Women

Washington, D.C. 20531

Memorandum To: Official Grant File

From: Marnie Shiels, Attorney Advisor

Subject: Categorical Exclusion for City of Los Angeles

The Training and Services to End Violence Against Women with Disabilities Grants Program (Disability Grant Program) was statutorily created in the Violence Against Women Act of 2000 and reauthorized by subsequent legislation. The goal of the Disability Grant Program is to create sustainable change within and between organizations that results in accessible, safe and effective services for individuals with disabilities and Deaf individuals who are victims of sexual assault, domestic violence, dating violence, and stalking and accountability for perpetrators of such crimes.

None of the following activities will be conducted under the OVW federal action:

1. New construction.
2. Any renovation or remodeling of a property either (a) listed on or eligible for listing on the National Register of Historic Places or (b) located within a 100-year floodplain.
3. A renovation which will change the basic prior use of a facility or significantly change its size.
4. Research and technology whose anticipated and future application could be expected to have an effect on the environment.
5. Implementation of a program involving the use of chemicals. Consequently, the subject federal action meets the criteria for a categorical exclusion as contained in paragraph 4.(b) of Appendix D to Part 61 of the Code of Federal Regulations (adopted by OVW at 28 CFR § 0.122(b)).

 <div>U.S. Department of Justice Office on Violence Against Women</div>	GRANT MANAGER'S MEMORANDUM, PT. I: PROJECT SUMMARY Cooperative Agreement	
	PROJECT NUMBER 2016-FW-AX-K002	PAGE 1 OF 1
This project is supported under 42 U.S.C. 3796gg-7 (OVW - Disability Education)		
1. STAFF CONTACT (Name & telephone number) Sylvia Pauling (202) 514-0748	2. PROJECT DIRECTOR (Name, address & telephone number) Thalia Polychronis Executive Officer 200 N. Spring Street, Room 303 Los Angeles, CA 90012 (213) 978-0825	
3a. TITLE OF THE PROGRAM OVW FY 2016 Training and Services to End Violence Against Women with Disabilities Grant Program		3b. POMS CODE (SEE INSTRUCTIONS ON REVERSE)
4. TITLE OF PROJECT Los Angeles (LA) Violence Against Women with Disabilities Program		
5. NAME & ADDRESS OF GRANTEE City of Los Angeles 200 N. Spring Street, Room 303 Los Angeles, CA 90012	6. NAME & ADDRESS OF SUBGRANTEE	
7. PROGRAM PERIOD FROM: 10/01/2016 TO: 09/30/2019	8. BUDGET PERIOD FROM: 10/01/2016 TO: 09/30/2019	
9. AMOUNT OF AWARD \$ 500,000	10. DATE OF AWARD 09/08/2016	
11. SECOND YEAR'S BUDGET	12. SECOND YEAR'S BUDGET AMOUNT	
13. THIRD YEAR'S BUDGET PERIOD	14. THIRD YEAR'S BUDGET AMOUNT	
15. SUMMARY DESCRIPTION OF PROJECT (See instruction on reverse) The Training and Services to End Violence Against Women with Disabilities Grants Program (Disability Grant Program) was statutorily created in the Violence Against Women Act of 2000 and reauthorized by subsequent legislation. The goal of the Disability Grant Program is to create sustainable change within and between organizations that results in accessible, safe and effective services for individuals with disabilities and Deaf individuals who are victims of sexual assault, domestic violence, dating violence, and stalking and accountability for perpetrators of such crimes. The City of Los Angeles will collaborate with Peace Over Violence and the Westside Center for Independent Living to establish and strengthen multidisciplinary collaborative relationships; increase organizational capacity to provide accessible, safe, and effective services to individuals with disabilities and Deaf individuals who are victims of violence and abuse; identify needs within the grantee's organization and/or service area, and develop a plan to address those identified needs that builds a strong foundation for future work.		

The cooperative agreement is separated into two phases: 1) the planning and development phase; and 2) the implementation phase. During the planning and development phase, each team will engage in collaborative and capacity building activities, conduct a needs assessment, and develop a strategic plan. The planning and development phase will be completed by December 30, 2017. Each multidisciplinary collaborative team will implement initiatives to address the needs identified during the planning and development period. The implementation phase will be completed by September 30, 2019. Teams will receive intensive technical assistance and support through a combination of meetings, on-site consultations, web resources and tele/video conference calls throughout the project.

Teams will be expected to address issues of accessibility and safety within their own organizational service and employment practices. Each organization is expected to develop and implement policies that address access and safety. Finally, each team must develop and implement a realistic plan to sustain project activities.

The timing for performance of this award is 36 months.

CA/NCF

OVW FISCAL YEAR 2016
LOS ANGELES VIOLENCE AGAINST WOMEN WITH DISABILITIES GRANTS
PROGRAM

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is made and entered into by and among the City of Los Angeles ("City") Mayor's Office of Public Safety ("Mayor's Office"), the Los Angeles Police Department ("LAPD"), Peace Over Violence ("POV"), a California non-profit corporation, the Westside Center for Independent Living ("WCIL"), a California non-profit corporation, and the City of Los Angeles Department on Disability ("DOD") (each a "Party" and collectively, the "Parties") for purpose of applying for and implementing the Office of Violence Against Women ("OVW") Fiscal Year 2016 Los Angeles Violence Against Women with Disabilities Grants Program ("Grant").

WHEREAS the Parties have agreed to enter into a collaborative agreement in which the Mayor's Office of Public Safety will be the lead agency and named applicant and the other agencies will be partners in the Grant application.

WHEREAS the LAPD is the sole law enforcement agency for the City of Los Angeles, California. With approximately 10,000 officers and almost 2,900 civilian staff, it is the third largest local law enforcement agency in the United States, after the New York City Police Department and the Chicago Police Department. Its jurisdiction covers an area of 498 square miles and it serves a population of approximately 4 million people.

WHEREAS POV is a nonprofit social services organization that provides comprehensive services to victims of sexual assault, domestic violence and stalking within the Los Angeles region. Established 45 years ago as a rape crisis hotline, POV is a pioneer in both crisis intervention and prevention education. Additionally, POV is recognized nationally for its leadership in developing culturally competent victim services. Last year POV served over 24,000 individuals.

WHEREAS WCIL is a nonprofit organization dedicated to assisting persons with disabilities and seniors achieve and maintain self-sufficient, productive lives within Los Angeles. Founded in 1971, WCIL accomplishes this in a non-residential environment with support services and training programs provided by their peers. WCIL has an annual budget of approximately \$1.8 million and a staff

of approximately 30 case managers, counselors, advocates, and others that provide services to over 1,400 individuals each year.

WHEREAS the City of Los Angeles Department on Disability (“DOD”) is a stand-alone City department committed to ensuring full access for persons with disabilities to City programs, employment, facilities and services. The DOD also provides thorough strategic management, partnership education, advocacy, training, research and improved service delivery.

WHEREAS the Parties desire to formally collaborate in partnership to submit a Grant application; they are committed to working together to enhance training and services to victims who are women with disabilities.

WHEREAS the proposed project to enhance training and services will be known as the Violence Against Women with Disabilities Program. This three-year program is dedicated to enhancing policies, procedures, training and services that assist the City and its partners in providing additional and improved domestic and sexual abuse response to victims with all types of disabilities throughout the City.

WHEREAS POV has a long history of working with the City of Los Angeles. It is currently a critical partner and service provider in the City’s Domestic Abuse Response Team (“DART”) program, and serves as one of three agencies providing Sexual Assault Response Team (“SART”) services City-wide. Additionally, POV was a critical partner with the City in the “Right Response Collaborative,” a group of five organizations within the City that came together in 2002 to conduct a preliminary needs assessment around best practices for response and service to disabled victims and survivors of domestic or sexual violence.

WHEREAS WCIL is a partner with DOD to provide a comprehensive range of disability services. Additionally, WCIL was also a member of the “Right Response Collaborative”. WCIL has been collaborating with the City since 2002.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

I. Overview

A. Background

The City supports a significant network of services to support victims of domestic and sexual violence. Still, disabled victims are within a most vulnerable and disproportionate group that requires additional support and specialized intervention.

The City currently operates Domestic Abuse Response Teams (“DART”) in all twenty-one LAPD Divisions, and two Sexual Assault Response Teams (“SART”). These programs support domestic

violence ("DV") and sexual assault victims by partnering advocates from non-profit partners with specially trained LAPD officers to respond to DV and sexual assault crimes and provide referrals, shelter placement, legal aid, and other services.

The Violence Against Women with Disabilities Program proposes to leverage and enhance the City's existing DV and sexual assault resources by identifying gaps and coordinating law enforcement and victim advocates in the provision of targeted intervention, support, referral, and other services focused on the unique needs of disabled victims of domestic and/or sexual violence.

B. Purpose of MOU and the Project

This MOU sets forth the terms of a collaborative effort among the Parties hereto to provide assistance to victims of domestic violence and sexual assault as part of activities funded by the United States Department of Justice Office on Violence Against Women ("OVW" or the "Grantor") Fiscal Year 2016 Los Angeles Violence Against Women with Disabilities Grants Program (the "Grant"). These activities (the "Project") are comprised of the following:

1. Assess and enhance coordination of the City's DV and sexual assault programs to ensure inclusive and accessible response and services that adequately support victims of DV and sexual assault with disabilities.
2. Expand policies, procedures, and training to ensure that the City's law enforcement, advocates, and non-profit partners are able to recognize and provide adequate and appropriate intervention, support, referral, and follow-up services to disabled victims of DV and sexual assault.
3. Establish new partnerships between social service agencies and the City dedicated to enhancing quality of life for people with all kinds of disabilities, community-based organizations who provide support and services to victims of domestic and sexual assault, law enforcement, and service providers across all existing DART and SART locations in the City.

II. Provisions of Service

Each of the Parties to this MOU listed below shall strive to work collaboratively to achieve Project goals and to sustain the Project beyond the period when Grant funds are no longer available.

A. City of Los Angeles Mayor's Office of Public Safety

1. Background

The Mayor's Office is responsible for securing and administering the City's State and Federal public safety and criminal justice grants. The Mayor's Office has managed over \$500 million in grant funds, including over \$40 million in grants from the United States Department of Justice. The Mayor's Office oversees the funding and management of the DART and SART program.

2. Roles and Responsibilities – As a collaborative partner for the Project, the Mayor's Office shall:
 - a. Report and monitor Grant progress in accordance with the goals and objectives of the Project and the Project timeline.
 - b. Coordinate with participating agencies and organizations to monitor the use of Grant funds in the Project.
 - c. Act as a liaison to OVW.
3. Team Members
 - a. The Mayor's Office shall provide a Grant Project Coordinator and a DV Coordinator to ensure that the City's DV and sexual assault programs are coordinated and able to provide a seamless and robust response for all victims, particularly those with disabilities.

B. The Los Angeles Police Department

1. Background

In 1994, the LAPD took the lead in addressing the problem of domestic violence by issuing an Executive Order to all LAPD geographic areas mandating Area Commanding Officers to establish a Major Assault Crime ("MAC") Unit within their detective divisions by restructuring existing personnel. Currently, each of the 21 LAPD divisions has dedicated MAC officers who are focused primarily on these crime areas. The MAC Unit is staffed with personnel experienced in conducting domestic violence, child abuse and sex crime investigations and promoting working relationships among officers, prosecutors and community agencies. The MAC units and participating organizations in the DART program have an established relationship over many years through working together on the City's Domestic Violence Task Force and DART programs that pairs MAC officers and detectives with victim advocates. This

relationship helps ensure that this collaborative effort will be productive in accomplishing the goals of the Project. LAPD Deputy Chief Kirk Albanese is responsible for all domestic violence policy decisions for LAPD, as well as coordinating all projects involving the Detective Bureau.

2. Roles and Responsibilities – As a collaborative partner for the Project, LAPD Sworn Personnel shall:
 - a. Serve as the law enforcement partner under the Grant. The LAPD will work closely with the Mayor.
 - b. Be committed to working with the Parties to successfully implement the requirements of the Grant including policy development and implementation, strategic planning, trainings, and other activities as determined by the multi-disciplinary collaborative team.
 - c. Assist in coordinating training of LAPD Officers assigned to DART and SART units, as well as Detectives, Field Supervisors, and other LAPD personnel as defined.
 - d. Submit relevant data to support Project and Grant progress report requirements.
 - e. Oversee any unit policy changes and coordination as necessary.
 - f. Participate in project planning/advisory groups to oversee progress of Project activities and related policy issues.
 - g. Submit relevant data to support Project and Grant progress report requirements.
3. Team Members
 - a. Deputy Chief Kirk Albanese, Chief of Detectives, shall be responsible for the review and evaluation of all LAPD policies, procedures and training to ensure relevancy, continuity, and compliance with state and federal criteria and Department policy.
 - b. LAPD's DV Coordinator, a Detective III, shall be the Project Coordinator for the project.

C. Peace Over Violence

1. Background

Established 45 years ago as a rape crisis hotline, Peace over Violence ("POV") provides comprehensive services to victims of sexual assault, domestic violence, and stalking. POV is a pioneer in both crisis intervention and prevention education and is recognized nationally for its leadership in developing culturally competent victim services. POV is an expert in program planning, training and service delivery and has also put a great deal of focus into advocating for policy that affects system change and benefits victims of violence. POV's domestic violence/sexual assault training programs have had local, state and national impact on a variety of target groups.

POV is currently a critical partner and service provider in the City's DART program, and serves as one of three agencies providing SART services City-wide. It was a critical partner with the City in the "Right Response Collaborative," a group of five organizations within the City that came together in 2002 to conduct a preliminary needs assessment around best practices for response and service to disabled victims and survivors of domestic or sexual violence.

2. Roles and Responsibilities – As a collaborative partner for the Project, POV shall:
 - a. Provide staff to support the initial assessment in determining the specific training gaps for Officers and advocates in addressing the needs of DV and sexual assault victims with disabilities.
 - b. Provide staff to assist in development and subsequent delivery and implementation of training.
 - c. Serve as a training resource for DART and SART advocates and LAPD Officers.
 - d. Participate in project planning/advisory groups to oversee progress of Project activities and related policy issues.
 - e. Submit relevant data to support Project and Grant progress report requirements.
3. Team Members
 - a. Under the leadership of Patricia Giggans, the Founder and Executive Director of POV, the POV programmatic and fiscal staff shall participate in the policy, procedures, and trainings of this program on behalf of the agency.

D. Westside Center for Independent Living

1. Background

Westside Center for Independent Living (“WCIL”) was established in 1976 and is dedicated to enhancing the quality of life for people with all kinds of disabilities. The agency has been established in the Los Angeles area and seeks to promote and maintain self-sufficient and productive lives through the provision of services including independent living skills, personal assistance coordination, assistive technology, advocacy, home modifications, and employment training.

The goal of the WCIL is to provide programs and services that eliminate social, economic, environmental, and other barriers individuals with disabilities face, as well as restore their personal dignity and provide options for leading safe and independent lives. The WCIL has an annual budget of approximately \$1.8 million and a staff of approximately 30 case managers, counselors, advocates, and others that provide services to over 1,400 individuals each year.

The WCIL is a partner with the City of Los Angeles Department on Disability. It was also a member of the “Right Response Collaborative,” which was aimed to identify and improve local services and policies for individuals with disabilities that are victims of domestic and sexual violence.

2. Roles and Responsibilities – As a collaborative partner for the Project, WCIL shall:

- a. Provide consultation and subject matter expertise in the area of victims with disabilities to the project partners.
- b. Collaborate in the development and implementation of policies, procedures and training to Officers and advocates.
- c. Participate in project planning/advisory groups to oversee progress of Project activities and related policy issues.
- d. Submit relevant data to support Project and Grant progress report requirements.

3. Team Members

- a. Anastasia Bacigalupo, the Executive Director of WCIL, shall be the lead in this partnership on behalf of the agency.

E. The City of Los Angeles Department on Disability

1. Background

The City of Los Angeles Department on Disability ("DOD") was first established in 1974 as the Mayor's Office of the Handicapped, and in 1998 became the first and only stand-alone department of its kind in the country. The DOD, on behalf of the City of Los Angeles, is committed to ensuring full access for persons with disabilities to City programs, employment, facilities and services. The DOD also provides thorough strategic management, partnership education, advocacy, training, research and improved service delivery.

The DOD is a key collaborator in several public-private partnerships that enable persons with disabilities to become self-sufficient, participating members of society, including partnerships with the WCIL. It also serves as the coordinating body for ensuring that the City is providing appropriate and accessible services to all members of its diverse communities, including those who are victims of violence, and worked closely with the Mayor's Office in the development and revision of public safety plans to adequately address the needs of individuals with disabilities.

2. Roles and Responsibilities – As a collaborative partner for the Project, the DOD shall:

- a. Provide support in coordination and dissemination of training and information in addressing the needs of individuals with disabilities who are victims of domestic and sexual violence.
- b. Participate in project planning/advisory groups to oversee progress of Project activities and related policy issues.
- c. Submit relevant data to support Project and Grant progress report requirements.

3. Team Members

- a. Stephen Simon, DOD's General Manager, shall serve as a co-coordinator for DOD's contribution to this partnership.

- b. Angela Kaufman, the City's ADA Compliance Officer, shall also serve as a co-coordinator.
- c. Mr. Simon and Ms. Kaufman will work with the Mayor's Office and project partners to ensure all DOD resources are integrated with the City's DV and sexual assault response resources in a seamless and accessible manner.

III. Grant Application, Budget, and Use of Grant Funds

As part of the Project, the Parties hereto commit to working collaboratively together to develop solutions and remedies to the issues faced by disabled victims of domestic violence and sexual assault in the City. The Parties shall work together to develop and implement the Project in a manner that enhances the connection between the Parties, ensures the continued effectiveness of the Project beyond the Grant performance period, and addresses the unique capacities of each Party to fulfill the goals of the Project and the Grant. Each Party hereby represents that it has met and conferred, and will continue to meet and confer, with the other Parties during the Grant application process to share information and concerns, discuss logistics of the Project, develop an implementation timeline for the Project, and review the proposed budget for the Project.

By entering into this MOU, the Parties hereby agree to comply with the proposed Project budget and narrative as submitted and approved by the Grantor and with all applicable Grant rules and regulations related to the Project.

This MOU, in and of itself, does not result in the commitment, obligation, or transfer of funds or other financial obligations between the Parties hereto. Prior to the disbursement of any Grant funds to any Party in accordance with the Project budget approved by the Grantor, such Party shall enter into a contract with the City setting forth the Project services to be provided by such Party and the assurances and obligations of such Party with respect to the use of Grant funds.

IV. General Reservations

Nothing in this MOU shall be construed as encroaching upon the sovereign rights, privileges, and immunities of the LAPD, the Mayor's Office or the City by any of the Parties hereto, in the conduct of inherently Municipal, State or Federal government operations. Nothing in this MOU is intended to conflict with current law, regulation, or the policies and directives of the City of Los Angeles or the Grantor. If the terms and conditions of this MOU are inconsistent with such authorities, the Parties hereto agree to address and resolve the inconsistency in a timely and legally appropriate manner, unless the matter is incapable of timely resolution, in which case the inconsistent term shall be deemed invalid,

but the remaining terms and conditions of this MOU shall in remain in full force and effect.

It is expressly understood and agreed by all Parties that employees of any Partner receiving compensation for work performed under this MOU shall in no way be deemed employees of the Parties.

Each Party hereto will not be responsible or liable for acts performed by personnel of any other Party or other government or non-governmental agencies or organizations in furtherance of or in relation to Project objectives or activities during the duration of this MOU. Each Party hereto agrees that it retains responsibility for the actions of its personnel in connection with Project activities.

V. Duration

The term of this MOU is for the duration of the Grant. This MOU will enter into effect on the date of the last signature of the authorized representatives of the Parties hereto.

This MOU may be modified at any time by written consent of all involved Parties. Modifications to this MOU shall have no effect unless such modifications are in writing and signed by an authorized representative of the Parties hereto. This MOU may be terminated with thirty (30) days notice by any Partner by issuing a written Notice of Termination that include reasons for termination.

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We, the undersigned have read and agree with this MOU. We are committed to work together to achieve the stated objective of the proposed Project. Our respective governing bodies have authorized the execution of this MOU.

CITY OF LOS ANGELES

By: J. F. Gorell
Jeff Gorell, Deputy Mayor
Mayor's Office of Public Safety

Date: 3/9/16

**LOS ANGELES POLICE
DEPARTMENT**

By: Charlie Beck
Charlie Beck, Chief of Police

Date: 3-10-16

PEACE OVER VIOLENCE

a California non-profit corporation

By: Patricia Giggans
Patricia Giggans, Executive Director

Date: 3-9-16

**CITY OF LOS ANGELES –
DEPARTMENT ON DISABILITY**

By: Stephen Simon
Stephen Simon, General Manager

Date: 3/9/16

**WESTSIDE CENTER FOR
INDEPENDENT LIVING**

a California non-profit corporation

By: Anastasia Bacigalupo
Anastasia Bacigalupo,
Executive Director

Date: 03-09-16