



MAYOR'S FUND
FOR
LOS ANGELES

Program
Memorandum of Understanding
with
City of Los Angeles Mayor's Office of Public Safety

THIS GRANT AGREEMENT is entered into and made effective as of the ____ day of _____, 2015 ("Effective Date"), by and between THE MAYOR'S FUND FOR LOS ANGELES, a California nonprofit public benefit corporation (the "Fund"), and THE CITY OF LOS ANGELES MAYOR'S OFFICE OF PUBLIC SAFETY, a California public agency ("Grantee").

This Agreement is made with reference to the following facts:

WHEREAS, the Fund is a charitable organization dedicated to supporting projects and programs of its own or of departments of the City of Los Angeles or other not-for-profit institutions which benefit the City's residents and improve or enhance the quality of life of the City's residents or aid civic or other public improvements; promoting the development of commerce in the City and building a better quality of life for the City and its residents; seeking innovative solutions to the complex issues inhibiting the best quality of life for the City's residents; and, providing a platform to convene the public, private and nonprofit sectors to collaborate together; and

WHEREAS, the Grantee is a public agency. The Grantee and Sub-Grantees possess extensive knowledge and experience in matters that relate and pertain to the Fund's charitable mission; and

WHEREAS, the Fund desires to grant funds to the Grantee and the Grantee desires to use such funds for purposes of furthering the Fund's charitable mission, upon the terms and subject to the conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the recitals, covenants, conditions and promises herein contained, the parties hereto do hereby agree as follows:

1. Scope of Project. Grantee, in exchange for receiving the grant award from the Fund, shall perform the project set forth in Exhibit A, attached hereto and incorporated herein by this reference. The grant award is to be used only for the purposes set forth in Exhibit A. Grant funds may not be used to carry out propaganda, or otherwise attempt to

influence legislation; to influence the outcome of any specific public election or to carry on directly or indirectly any voter registration drive; to undertake any activities not for a charitable or educational purpose; or for any illegal or other purpose that conflicts with the Fund's charitable mission. Operational implementation of the Grant is the sole responsibility of the Grantee. Other than payment of the grant award, it is expressly understood that the Fund has no obligation to provide other or additional support for this or any other project or purposes.

2. Grant Award Amount. Grantee shall be paid a grant award as set forth in Exhibit B. The payment set forth in Exhibit B is intended to cover a portion of the fees and expenses associated with the project and no payment other than that set forth in Exhibit B shall be made under this Agreement unless agreed to in advance in writing by the parties.

3. Expenditure of Funds and Reconciliation of Actual Expenditures. This grant is to be used in accordance with the Grantee's approved program and budget as set forth in Exhibit C. Permission to make any major changes in program objectives, implementation strategy, key personnel, or timetable must be requested in writing, and the Fund's approval obtained before such changes are implemented.

Grantees are encouraged to deposit grant funds in insured interest bearing accounts. Any interest earned on grant funds must be applied to the project purposes and must be reported to the Fund.

Any funds (including interest accrued) not expended or committed for the purposes of the grant within the grant period (or any authorized extension of the grant period) must be returned to the Fund within sixty (60) days of the close of the grant.

4. Additional Terms and Conditions. All additional terms and conditions of this Agreement are set forth in Exhibit D and incorporated herein by reference.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the Effective Date first written above.

THE FUND:

THE MAYOR'S FUND FOR LOS ANGELES

By: _____

Deidre Lind
President

Date: _____

Address for Notices:

200 North Spring Street, Room 305
Los Angeles, CA 90012

GRANTEE:

LOS ANGELES MAYOR'S OFFICE OF PUBLIC SAFETY

By: _____

Alisa Finsten
Director of Grants and Finance

Address for Notices:

200 North Spring Street, Room 303
Los Angeles, CA 90012

EXHIBIT A
Scope of Project and Reporting

1. Scope of Project. The purposes of the grant are as follows:

The DART Program is a law enforcement-based crisis response team which pairs trained domestic violence advocates with police officers. DART teams respond to domestic violence incidents, provide immediate crisis intervention and follow-up services for victims of domestic violence and their families.

DART agencies, through a network of local service providers, provide critical follow-up support for victims and their family members, including providing emotional support, education, referral services, transportation and emergency shelter services. They also assist in developing safety plans, coordinating individual and group counseling and providing supportive services to domestic violence victims. DART teams also provide extensive case management services (such as employment training, family counseling, legal advocacy and court accompaniment).

DART teams also work to end the cycle of violence by facilitating the prosecution of domestic violence as a crime. DART agencies assist local law enforcement agencies in numerous ways, including by increasing their knowledge of domestic violence, by supplementing domestic violence response training and by attending to victim needs, permitting officers to focus on investigation and report writing.

2. Reports/Report Schedule. The purposes of the grant are as follows:

Grantee shall report to the Fund in writing concerning the status of the grant project, as follows:

Final Expenditure Report due on or before September 30, 2016.

A final expenditure report is required as a condition of the grant award. The final report shall be comprehensive and include: 1) a summary of the project objectives; 2) accomplishments toward achieving those objectives and any changes made during the course of the project in the strategy for accomplishing them; 3) problems that may have encountered and how they were resolved; and 4) a complete financial statement showing all grant funds received and expended. In the case of multi-year grants, the final financial report need only report on expenditures from the last reporting period through the end of the grant period.

Narrative reports should include project progress to date and any related project activities. Financial reports should include a summary of expenditures for the period covered by the report, consistent with the approved project budgets. The Fund shall provide, in response to such reports, any project guidance that the Fund deems appropriate.

EXHIBIT B
Grant Award and Payment

Excluding any reduction for unused or uncommitted funds, the Grantee shall receive the following grant award:

Four hundred sixty-four thousand dollars (\$464,000.00)

Funds will be paid to the Mayor's Office of Public Safety by September 1, 2015 or as soon thereafter as is reasonably practicable.

EXHIBIT C
Budget

Agency	Division	Mayor's Fund Allocation
Peace Over Violence	Hollywood	\$50,000
	Central	\$75,000
	Hollenbeck	\$6,000
Strength United	Foothill	\$81,000
	West Valley	\$81,000
Domestic Abuse Center	Topanga	\$81,000
Project Peacemakers	Southeast	\$25,000
To Be Determined		\$65,000
TOTAL:		\$464,000

EXHIBIT D
Standard Terms

1. **Monitoring and Financial Records.** The Fund may monitor and conduct an evaluation of operations under this grant. This may include a visit from Fund staff and/or advisors to observe the Grantee's program, discuss the program with the Grantee's personnel, and review financial and other records and materials connected with the activities financed by this grant. The Grantee is expected to maintain complete books and records of revenues and expenditures for the project, which should be made available for inspection at reasonable times if deemed necessary by the Fund. The Fund, at its expense, will periodically audit a selected number of its grants. Grantee is expected to provide all necessary assistance in connection with any such audit. Records must be kept for at least four (4) years after completion of the grant.

The Grantee shall submit audited financial statements if it has audited financial statements, its latest Form 990 if applicable, as well as annual agency budgets during the grant period as soon as they become available. The Grantee shall immediately notify the Fund in the event that any funding that would impact the Grantee's performance of the project is delayed or changed in any manner. The Grantee shall immediately notify the Fund in the event that there is any circumstance including, without limitation, the withdrawal, delay, or change of funding by any other source to Grantee that would adversely impact the Grantee's performance the project.

2. **IRS Determination.** The provisions of this Section 2 do not apply if the Grantee is a public agency. As a condition of this Agreement, Grantee must provide the Fund with a copy of the determination letter from the Internal Revenue Service proving its tax-exempt status. By entering into this Agreement, Grantee represents and warrants that Grantee is exempt from federal income tax under IRC Section 501(c)(3) and that it is not a private foundation as defined in IRC Section 509(a). Grantee further represents and warrants that (a) the facts supporting Grantee's tax-exempt and public charity status under IRC Sections 501(c)(3) and 509(a) have not changed since the issuance of the IRS determination letter which was provided to the Fund and which has not been revoked or amended, (b) it is not aware of any facts which could result in a change in its tax-exempt and public charity status under IRC Sections 501(c)(3) or 509(a) or relevant state law, or the imposition of excise taxes under IRC Section 4958 dealing with "intermediate sanctions," (c) the receipt of the grant funds will not change Grantee's public charity status under IRC Section 509(a) and (d) that it does not support or conduct, directly or indirectly, violence or terrorist activities of any kind. Such representations and warranties shall continue through the completion date of this grant.

3. **Period of the Grant.** The term of this Agreement is from July 1, 2015 to June 30, 2016. The parties acknowledge that the project commenced prior to the execution of this Agreement and that the grant award is intended in part to reimburse Grantee for its costs and services for the work already performed related to the project. To the extent that the work already performed on the project by Grantee was done in accordance with the terms and condition of this Agreement, that work is hereby ratified.

4. Grant Termination. If the Fund determines, in its sole discretion, that Grantee has substantially violated or failed to carry out any provision of this Agreement, including but not limited to failure to submit reports when due, the Fund may, in addition to any other legal remedies it may have, refuse to make any further grant payments to Grantee under this or any other grant agreement, and the Fund may demand the return of all or part of the unexpended grant funds, which Grantee shall immediately repay to the Fund. The Fund may also avail itself of any other remedies available by law.

5. Independent Contractor. Grantee is an independent contractor, and nothing herein shall be construed to create an employment, joint employment, partnership, joint venture, agency, or any other kind of relationship between Grantee and the Fund. In no event shall Grantee or its employees, independent contractors, or agents, if any, be considered employees of the Fund. Grantee shall not have, nor shall Grantee claim or imply that Grantee has, any authority to enter into any obligation on behalf of, or binding upon, the Fund. Grantee is an independent contractor and is solely responsible for all taxes, withholdings, and other statutory or contractual obligations of any sort, including, but not limited to, workers' compensation insurance. Grantee and its employees are not eligible for, and shall not participate in, any employee pension, health, welfare, or other fringe benefit plan, of the Fund.

6. Indemnification. Grantee irrevocably and unconditionally agrees, to the fullest extent permitted by law, to defend, indemnify, and hold harmless the Fund, CCF Community Initiatives Fund, the California Community Foundation, and all of the officers, directors, employees, and agents of such organizations, from and against any and all claims, liabilities, losses, and expenses (including reasonable attorneys' fees) directly, indirectly, wholly, or partially arising from or in connection with any act or omission of Grantee, its employees, or agents, in applying for or accepting the Grant, or in expending or applying the Grant funds, except to the extent that such claims, liabilities, losses, or expenses arise from or in connection with any negligent act or omission of the Fund, CCF Community Initiatives Fund, the California Community Foundation or any of their CCF Community Initiatives Fund, the California Community Foundation officers, directors, employees, or agents.

7. Acknowledgements and Publicity. The Fund will oversee dissemination of final research and any resulting publicity activities. The Fund will send publicity material to the Grantee for final review and approval and will also provide the Grantee copies of the final product. In particular, no press releases or media advisories shall be issued regarding grant funded projects without the prior review and approval by the assigned Fund program officer. Media advisories and/or press releases must be submitted to the Fund's communications team for review and approval a minimum of one week prior to expected publication. Grantee shall not use the Fund's name in any sales or marketing publication or advertisement, without the prior written consent of the Fund. In its discretion, the Fund may describe its support of the Grantee in the Fund's own printed or oral announcements and website.

Notwithstanding the foregoing, any publication produced as a result of this grant, including press releases, commissioned works and publications, must include an acknowledgment of the Fund that reads: "Supported by a grant from The Mayor's Fund for Los Angeles." If the Fund publishes material resulting from this project, either in print or electronically, appropriate acknowledgment of the Grantee will be included.

Grantee shall ensure that any employees, subcontractors or consultants approved to work on this Grant comply with the provisions of this paragraph including, but not limited to, ensuring that the terms of this provision are included in any contract Grantee may have with any subcontractor or consultant approved to work on this Grant.

8. Notices. All notices, requests or consents required or permitted under this Agreement shall be in writing and shall be given to the other party by personal delivery, overnight delivery, or regular certified mail, sent to such party's address as is set forth below such party's signature hereto or to any other address as any party to whom notice is to be given may have previously furnished to the other as set forth in this provision. Each such notice, request or consent shall be deemed effective upon receipt.

9. General Provisions.

a. Assignment. Neither party shall assign nor delegate all or any part of this Agreement to any person or entity without the prior written consent of the other party; except, however, the parties acknowledge and agree that the Fund may assign and/or delegate its rights and duties under this Agreement, in part or in whole, to any of its affiliated or subsidiary or other entities without the prior consent of Grantee. Notwithstanding the foregoing, this Agreement shall inure to the benefit of, and be binding upon, the respective successors and assigns of the respective parties hereto.

b. Survival. The obligations set forth in Sections 1, 6 and 7 of this Exhibit D shall survive the termination of this Agreement.

c. Severability. In the event that any provision of this Agreement shall be determined to be illegal or unenforceable, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable.

d. Waiver. The failure of either party to enforce its rights under this Agreement at any time for any period shall not be construed as a waiver of such rights.

e. Governing Law. This Agreement has been executed and delivered in, and shall be governed by and construed in accordance with the substantive laws of the State of California.

f. Entire Agreement. This Agreement (including the exhibits and schedules hereto, each of which is incorporated herein and made a part of this Agreement) constitutes the entire agreement and understanding of the parties hereto and

terminates and supersedes any and all prior agreements, arrangements and understandings, both oral and written, express or implied, between the parties hereto concerning the subject matter of this Agreement.

g. Amendment. No waiver, amendment, modification or change of any provision of this Agreement shall be effective unless and until made in writing and signed by all of the parties hereto.

h. Headings. Headings herein are provided for reference only and shall in no way affect interpretation of the Agreement.

i. Right to Contract. Each party hereto represents to the other that it is authorized to enter into this Agreement and that the exercise of the rights granted to the other party hereunder will not conflict with any commitments or agreements previously entered into between the party so representing and any other party. Grantee further represents that it has the corporate power and any regulatory approvals necessary to accept the grant and conduct the project.

j. Signatures. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement. In the event that any signature is delivered by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such ".pdf" signature page were an original thereof.