

REPORT FROM

OFFICE OF THE CITY ADMINISTRATIVE OFFICER

Date: December 4, 2023

CAO File No. 0130-02149-0000

Council File No. 23-1222

Council District: 11

To: The Mayor
The Council

From: *for* Matthew W. Szabo, City Administrative Officer 

Reference: Transmittal from the Mayor dated October 30, 2023; Additional information received through November 21, 2023

Subject: **FISCAL YEAR 2022 BYRNE DISCRETIONARY COMMUNITY PROJECT FUNDING / BYRNE DISCRETIONARY GRANTS PROGRAM ACCEPTANCE**

RECOMMENDATIONS

That the Council:

1. Authorize the Mayor, or designee, to:
 - a. Retroactively accept the Fiscal Year 2022 Byrne Discretionary Community Project Funding / Byrne Discretionary Grants (Byrne Discretionary) Program in the amount of \$1.5 million from the Department of Justice (DOJ), Office of Justice Programs (OJP), Bureau of Justice Assistance (BJA) for the period of July 1, 2022 through September 30, 2024;
 - b. Negotiate and execute the grant award agreement on behalf of the City and submit any other necessary agreements and documents relative to the grant award, subject to the review and approval of the City Attorney as to form; and
 - c. Negotiate and execute a contract with Urban Alchemy for the Crisis and Incident Response through Community-led Engagement (CIRCLE) Program retroactive to July 1, 2022 through September 30, 2024; for a total not to exceed \$1,424,998, subject to the approval of the City Attorney as to form, compliance with the City's contracting requirements, and funding availability.
2. Approve the grant budget and authorize the Mayor's Office of Community Safety to expend the grant in accordance with the approved budget as follows:

Category	Amount
Salary and Benefits	\$75,002

Contract	\$1,424,998
Total	\$1,500,000

3. Authorize the Controller to:

- a. Establish a new interest-bearing fund entitled, FY 2022 Byrne Discretionary Fund No. XXX/46 for the receipt and disbursement of the Byrne Discretionary Program grant funds;
- b. Establish appropriation accounts within this new fund as follows:

Account No.	Account Name	Amount
46Y146	Mayor	\$ 53,325
46Y299	Reimbursement of General Fund Costs	21,677
46Y304	Contractual Services	1,424,998
	Total	\$ 1,500,000

- c. Increase appropriations in the amount of \$53,325 within the Mayor’s Fund 100/46, Account No. 001020, Grant Reimbursed; and
 - d. Transfer \$21,677 from the FY 2022 Byrne Discretionary Grant Fund No. XXX/46, Account No. 46Y299, Reimbursement of General Fund Costs to the Mayor’s General Fund No. 100, Revenue Source Code 5346, Related Costs Reimbursement from Grants for the reimbursement of grant-funded fringe benefits.
4. Authorize the Mayor, or designee, to make technical corrections as necessary to implement Council intentions, subject to the approval of the City Administrative Officer.

SUMMARY

The Mayor’s Office of Community Safety (MOCS) is requesting authority to retroactively accept the Fiscal Year 2022 Byrne Discretionary Community Project Funding/Byrne Discretionary Grants (Byrne Discretionary) Program in the amount of \$1.5 million and, negotiate and execute a grant agreement with the Department of Justice (DOJ), Office of Justice Programs (OJP), Bureau of Justice Assistance (BJA) for a grant performance period of July 1, 2022 through September 30, 2024. There is no match requirement associated with this grant. The MOCS is also requesting authority to enter into a contract with Urban Alchemy for a contract amount not to exceed \$1,424,998 to operate the City’s Crisis and Incident Response through Community-led Engagement (CIRCLE) Program in the West Los Angeles area, which includes the Venice and Del Rey communities.

Background

The purpose of the FY 2022 Byrne Discretionary Program is to fund community projects specifically

designated for funding in the Consolidated Appropriations Act 2022 (Public Law 117-103) to improve the functioning of the criminal justice system, prevent or combat juvenile delinquency, and assist victims of crime. The City was designated \$1.5 million in the Joint Explanatory Statement, Division B (JES) of the Act. The City submitted an application on May 20, 2022 and received a notice of the approved award amount of \$1.5 million on July 26, 2022 from the OJP (Attachment 2 to the Mayor’s report). The OJP only issued awards for projects and in the amounts as specified in the JES. The City initially applied for a project period from July 1, 2022 through September 30, 2023. On August 1, 2023, the grant award was modified to extend the project for an additional 12 months for a total 27-month period through September 30, 2024.

CIRCLE Program

The CIRCLE Program is a diversion program developed to provide an alternative, unarmed community-based response to non-emergency 911 and 877-ASK-LAPD calls related to persons experiencing homelessness (PEH), including wellness checks, indecent exposure, loitering, and noise complaints. The program has four components: 1) 24-hour call center with trained operators; 2) Crisis Response Team, consisting of one mental health clinician and two outreach practitioners dispatched to respond to incidents; 3) Proactive Engagement Response Team, consisting of two outreach workers deployed in areas of high concentrations of PEH, eight (8) hours a day and seven (7) days a week, to proactively de-escalate situations and provide sustained outreach and referrals; and 4) 24-hour decompression centers with beds and private space where mental health clinicians and case managers can provide support, referrals, and coordination with service providers for PEH. Additional information regarding the CIRCLE program can be found in the Mayor’s report.

Grant Budget and Administration

The Mayor’s Office selected Urban Alchemy through a Request for Proposals released in July 2021 to operate the CIRCLE Program. The CIRCLE Program currently operates in five service areas in the City. Of the \$1.5 million grant allocation, \$1,424,998 will be used for a contract with Urban Alchemy to provide CIRCLE Program services in the Venice and Del Rey communities in the West Los Angeles area. The proposed agreement with Urban Alchemy is attached to this report.

The remaining grant amount of \$75,002 will be allocated to partially fund one Mayoral Aide V, who will serve as the grant administrator and contact for all program activities. The table below provides the breakdown of the grant budget.

Category	Amount
Salary	\$53,325
Fringe Benefits	\$21,677
Contract	\$1,424,998
Total	\$1,500,000

FISCAL IMPACT STATEMENT

There is no impact to the General Fund. The proposed grant activities will be funded by the grant, and the salary costs of the Mayoral Aide V will be offset by available funds in the Mayor's 2023-24 Adopted Budget. There is no match requirement associated with this grant.

FINANCIAL POLICIES STATEMENT

The recommendations in this report are in compliance with the City's Financial Policies in that all grant funds will be utilized for grant-eligible activities.

MWS:JLJ:02240034

Attachment

AGREEMENT BETWEEN THE CITY OF LOS ANGELES AND _____ TO IMPLEMENT
CRISIS AND INCIDENT RESPONSE THROUGH COMMUNITY-LED ENGAGEMENT
PROGRAM

This ("Agreement") is entered into by and between the City of Los Angeles, a municipal corporation ("CITY"), acting by and through the Mayor's Office of Community Safety ("MAYOR"), and _____, a nonprofit corporation ("CONTRACTOR") (Hereafter "Party" or "Parties"), concerning the continued implementation of the alternative 911 response program.

1. TERM OF AGREEMENT

The term of this Agreement will commence on _____ and terminate on September 30, 2024.

2. CONTRACTOR'S ACTIVITIES - GENERAL

CONTRACTOR will utilize funds procured under this Agreement to defray the operational costs associated with providing a response to non-violent 911 and non-emergency calls for service involving PEH in the West Los Angeles program areas, including the deployment of embedded teams located in the designated areas stated above that will conduct outreach, build a rapport with the unhoused community, de-escalate situations as they arise, and create referrals to local service providers, as set forth more fully in the Scope of Work – Attachment B, which is attached hereto and incorporated herein by reference.

Staff will not be armed or perform any law enforcement duties. Staff will wear CIRCLE-branded uniforms approved by the CITY. Allowable costs will include uniforms, salaries, equipment purchases, including without limitation software, software licenses, electronics, wireless internet service, telephones, telephone lines, vehicle rentals, printing/postage, office supplies, and field, medical, and client supplies, including but not limited to hygiene supplies, food, water, clothing, and blankets. Funds procured under this Agreement shall not be utilized toward any construction and any matters which are subject to the State of California and United States Federal prevailing wage statutes and regulations. CONTRACTOR will obtain all necessary licenses and permits and shall suitably inform the public that CONTRACTOR'S activities are funded by CITY. All equipment purchased with funds paid by the City shall be returned to City within 30 days of the termination or expiration of this Agreement.

3. AMOUNT OF PAYMENT

CONTRACTOR will be paid by CITY for allowable costs incurred in engaging in the activities set forth in this Agreement in a total amount not to exceed _____ (\$0.00) based upon the rates set forth in the approved budget.

Notwithstanding any other provisions of this Agreement, including any exhibits or attachments incorporated therein, and in order for CITY to comply with its governing legal requirements, CONTRACTOR hereby agrees and acknowledges that CITY shall have no obligation to make any payments to CONTRACTOR unless CITY shall have first made an appropriation of funds equal to or in excess of its obligation to make any payments as provided in said Agreement. CONTRACTOR agrees that any services provided by CONTRACTOR, purchases made by CONTRACTOR or expenses incurred by CONTRACTOR in excess of said appropriation(s) shall be free and without charge to CITY and CITY shall have no obligation to pay for said

services, purchases or expenses. CONTRACTOR shall have no obligation to provide any services, provide any equipment or incur any expenses in excess of the appropriated amount(s) until CITY appropriates additional funds for this Agreement.

4. REQUEST FOR ADVANCE PAYMENT

- a. Upon this Agreement becoming effective, CONTRACTOR may submit a request for advance payment in a total amount not to exceed \$_____ (“Request for Advance Payment”) by completing and submitting ATTACHMENT C – Request for Advance Payment, which is attached hereto and incorporated herein by reference. Once the Request for Advance Payment has been approved by CITY and the advance payment has been provided to CONTRACTOR, CONTRACTOR will apply the advance payment on a pro-rated basis (i.e., equal amounts of \$_____ per month) to invoices for the 12 months of the Contract following the disbursement of the advance payment.
- b. The Request for Advance Payment submitted by CONTRACTOR must include a budget that indicates the estimated costs to be incurred by CONTRACTOR for which payment is requested. The Request for Advance Payment must be submitted in a form substantially similar to Attachment C and must be signed under PENALTY OF PERJURY by CONTRACTOR'S representative designated in this Agreement.

5. PAYMENT AND INVOICING

- a. CONTRACTOR shall, on a monthly basis, submit invoices for all services provided that month. Such invoice shall reflect a credit for any advance payment amounts not yet expended.
- b. Invoices must be submitted by email to:

Shannon.prior@lacity.org
travon.moss@lacity.org
- c. To ensure that services provided under personal services contracts are measured against services as detailed in the Agreement, the Controller of the City of Los Angeles has developed a policy requiring that specific supporting documentation be submitted with invoices.
- d. CONTRACTOR shall submit invoices in a format prescribed by CITY that conforms to CITY standards and includes, at a minimum, the following information:
 - i. Name and address of Contractor
 - ii. Name and address of City department being billed
 - iii. Date of invoice and period covered
 - iv. Contract number or authority (purchase order) number
 - v. Contractor's Business Tax Registration Number
 - vi. Description of completed task and amount due for task with appropriate and complete supporting documentation, to include payroll records for assigned staff
 - vii. Payment terms, total due and due date
 - viii. The advance payment amounts applied to the invoice and the outstanding amount of unexpended Advance Payment amounts as of the date of the invoice
 - ix. Certification by a duly authorized officer
 - x. Discount and terms (if applicable)

- xi. Remittance Address (if different from Contractor's address)

- e. All invoices must be submitted electronically and will be on CONTRACTOR'S letterhead, contain CONTRACTOR'S official logo, or other unique and identifying information such as the name and address of CONTRACTOR. Evidence that tasks have been completed, in the form of a report, brochure, or photograph, shall be attached to all invoices. Invoices must be submitted on a calendar month basis, within thirty (30) days of service, and will be payable to CONTRACTOR no later than thirty (30) days after acknowledged receipt of a complete invoice. Invoices are considered complete when appropriate documentation or services provided are signed off as satisfactory by the CITY'S Fiscal Officer. Notwithstanding the foregoing, CITY shall not be responsible for any late fees, late charges, penalties, or interest.

- f. In no event shall payment be made prior to CITY verifying and approving that: 1) the services were received; 2) the work was approved; and 3) a full and complete invoice has been submitted. Invoices submitted must be accompanied by a report detailing the staff assigned to CITY'S account for that month. Such staffing reports shall include the staff member's name, title, date of assignment to position, date of separation or absence from position, and identification of any temporary employees and how fee adjustments, if any, were derived.

- g. CITY reserves the right to audit staffing reports and adjust billings to recover overpayments, if any. In order to facilitate such audits, CONTRACTOR shall provide timesheets and/or payroll records upon CITY'S request. All CONTRACTOR costs associated with the audit and response shall be the CONTRACTOR'S responsibility. Such audit rights shall be in addition to, and shall not limit, any of CITY'S other audit rights under this Agreement.

- h. Invoices and supporting documentation must be prepared at the sole expense and responsibility of CONTRACTOR. CITY shall not compensate CONTRACTOR for costs incurred in invoice preparation. CITY may request, in writing, changes to the content and format of the invoice and supporting documentation at any time. CONTRACTOR agrees to furnish any documentation or information requested by CITY for the purpose of seeking cost reimbursement from FEMA. CONTRACTOR agrees to maintain all documents and records and to adhere to all processes required for reimbursement by FEMA.

- i. Subcontractors' Requirements. Tasks that are completed by subcontractors must be supported by subcontractor invoices, copies of pages from reports, brochures, photographs, or other unique documentation that substantiates their charges.

- j. Most Favored Public Entity. If CONTRACTOR's prices decline or should at any time during the term of the Agreement provide the same services under similar conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in the Agreement, then such lower price shall immediately be extended to CITY.

- k. ***Failure to adhere to these provisions may result in nonpayment or non-approval of demands, pursuant to Charter Section 262(a)***, which requires the Controller to

inspect the quality, quantity, and condition of services, labor, materials, supplies, or equipment received by any City office or department, and to approve demands before they are drawn on the City Treasury.

- l. No later than _____, 2024, CONTRACTOR must submit a CLOSEOUT STATEMENT prepared on the form attached hereto as ATTACHMENT D and either a comprehensive unaudited financial statement or a copy of an audit report prepared by an independent Certified Public Accountant (CPA). Said CLOSE-OUT STATEMENT must include documentation, which supports expenditure of any costs, which have not previously been submitted to and approved by the CITY's representative.
- m. Any portion of any payment made and not expended or obligated by CONTRACTOR or not approved by CITY'S representative must be paid back to the CITY no later than _____, 2024. Such payment will accompany the CLOSE-OUT STATEMENT.
- n. CONTRACTOR must submit any REQUEST FOR PAYMENT during the period commencing from the effective date of the Agreement up to the due date of the CLOSE-OUT STATEMENT. CITY will have no obligation to pay any REQUEST FOR PAYMENT submitted by CONTRACTOR or its officers, agents, employees, assigns, or successors in interest before or after said period.
- o. CITY will not be obligated to fund CONTRACTOR for any subsequent fiscal year appropriations which may be made by CITY's Council until such CLOSE-OUT STATEMENT and financial report has been submitted to and approved by CITY's representative
- o. CONTRACTOR must continue to be in compliance with the CIRCLE fiscal policies set forth herein and in the CIRCLE Fiscal Policy Manual. A copy of which is attached hereto as ATTACHMENT E and incorporated herein by reference.

6. MONIES TO BE USED FOR CURRENT EXPENSES

The monies expended by CITY hereunder are to be used by CONTRACTOR to meet expenses incurred during the term of this Agreement. CONTRACTOR may not submit a REQUEST FOR PAYMENT, nor will CITY pay, any portion of any liability of the CONTRACTOR existing prior to or subsequent to the term of this Agreement.

7. ESTABLISHMENT OF SEPARATE ACCOUNTS AND RECORDS

Any and all funds disbursed by CITY to CONTRACTOR as advance payments and any interest and proceeds generated thereby will be held in trust for the purposes of this Agreement and must be placed in a separate account solely for those funds ("Advance Payment Account"), and all allowable expenditures will be drawn from that account. Contractor shall, with each invoice submitted, provide a bank statement reflecting the Advance Payment Account balance. Any funds remaining in said account which are in excess of the allowable expenditures as provided herein must be returned to CITY within forty-five (45) calendar days after the termination date of this Agreement.

8. BOOKS OF ACCOUNT-FINANCIAL RECORDS

CONTRACTOR will maintain and preserve books of account and records of financial transactions regarding the expenditure of CITY funds pursuant to this Agreement. Said books and records must accurately reflect monies received from CITY and any interest earned thereon, by date and amount, and CITY monies expended by name of vendor, description of goods or services purchased, date of purchase, and price. CONTRACTOR will retain such books and records for at least three years following the expiration or termination date of this Agreement. At any time during the term of this Agreement, or within three (3) years following the final payment hereunder or the expiration or termination date of the Agreement, whichever date is later, said books and records shall be subject to examination and audit by authorized CITY personnel or by CITY'S Representative.

9. NOTICES

If the name of the person(s) designated to receive the notices, demands, or communications or the address of such person(s) is changed, written notice must be provided as described in this Agreement within ten (10) business days of such changes.

The following addresses will serve as the places to which notices and other correspondence between the Parties will be sent:

CONTRACTOR'S address:

CITY'S address:

City of Los Angeles
Office of the Mayor
Attn: Karren Lane
Deputy Mayor, Office of Community Safety
Room 303
200 North Spring Street
Los Angeles, CA 90012

Notices, demands and communications to be given hereunder by either Party must be made in writing and may be affected by personal delivery or by registered or certified mail, postage prepaid, return receipt requested and will be deemed communicated as of the date of mailing.

11. POLITICAL ACTIVITY AND LOBBYING PROHIBITED

None of the funds furnished by CITY hereunder shall be used to support or defeat any candidate in any public election, nor to support or defeat any legislation, initiative, referendum, constitutional provision, administrative regulation, or administrative ruling, nor for any other form of political activity or lobbying.

12. STANDARD PROVISIONS

CONTRACTOR agrees to comply with the Standard Provisions for City Contracts (Rev. 9//22) [v.1], a copy of which is attached hereto as ATTACHMENT A and incorporated herein by reference.

13. AMENDMENTS

Any change in the terms of this Agreement, including changes in the services to be performed by CONTRACTOR, and any increase or decrease in the amount of compensation which are agreed to by CITY and CONTRACTOR shall be incorporated into this Agreement by a written amendment properly executed and signed by the person authorized to bind the Parties thereto.

14. COMPLETE AGREEMENT

This Agreement contains the full and complete Agreement between the two Parties. No verbal agreement nor conversation with any officer or employee of either Party shall affect or modify any of the terms and conditions of this Agreement. The Parties acknowledge that they have had the opportunity to consult with counsel of their choosing and that they have read and understood this Agreement.

15. BORDER WALL BID DISCLOSURE

CONTRACTOR shall comply with Los Angeles Administrative Code ("LAAC") Section 10.50 et seq., "Disclosure of Border Wall Contracting." CITY may terminate this Agreement at any time if CITY determines that CONTRACTOR failed to fully and accurately complete the required affidavit and disclose all Border Wall Bids and Border Wall Contracts, as defined in LAAC Section 10.50.1.

16. NUMBER OF PAGES AND ATTACHMENTS

This Agreement is executed in three duplicate originals, each of which is deemed to be an original. This Agreement includes ___(XX) pages and ___(X) appendix and ___(XX) attachments which constitute the entire understanding and Agreement of the Parties. This Agreement may be executed in one or more counterparts, and by the Parties in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. The Parties further agree that facsimile signatures or signatures scanned into .pdf (or signatures in another electronic format designated by CITY) and sent by email shall be deemed original signatures.