




Office of the Los Angeles City Attorney
Hydee Feldstein Soto

MEMORANDUM

To: The Honorable Karen Bass
Mayor of Los Angeles
City Hall
Los Angeles, CA 90012

Honorable Members of City Council
City Of Los Angeles
City Hall
Los Angeles, CA 90012

From: 
Michiko M. Reyes
Director Budget & Finance

Date: August 15, 2024

Re: FY2025 Dispute Resolution Program (Community) – July 1, 2024 – December 31, 2024

Transmitted herewith for Mayor and City Council consideration of grant funding for FY 2025 totaling \$74,827 to provide ongoing support for two Dispute Resolution Program (DRP) positions. This figure reflects six months of funding made available through the California Dispute Resolution Program Act. Funding passes through the County of Los Angeles Department of Consumer and Business Affairs to grantees awarded through a competitive process. This term represents an extension of the final year of a five-year grant award.

Now in its 34th year, DRP provides citywide mediation services as an alternative to formal administrative or court proceedings. During FY 2024, DRP serviced 842 initiated disputes and successfully mediated over 198 disputes, whereby both parties reached a mutually acceptable agreement. DRP also conducted community outreach to help build local capacity for individuals to informally resolve disputes, which included training of mediators and stakeholder groups.



City of Los Angeles
Grant Award Notification and Acceptance

Recipient Department

| | | | | |
|---------------------------|------------------------------|--|--|--|
| This Grant Award is: | <input type="checkbox"/> New | <input checked="" type="checkbox"/> Continuation/Renewal | <input type="checkbox"/> Supplemental | <input type="checkbox"/> Suballocation |
| Grants Coordinator: | Sheryl Fox | E-Mail: | sheryl.fox@lacity.org | Phone: 213-978-1880 |
| Project Manager: | Saminh Greenberg | E-Mail: | saminh.greenberg@lacity.org | Phone: 213-978-3926 |
| Department/Bureau/Agency: | City Attorney | Date: | 08/15/2024 | |

Grant Information

| | | | | | |
|---|--|---------------------------|----------------------------|-----------------------------|------------|
| Name of Grantor: | Los Angeles County Department of Consumer Business Affairs | | | Pass Through Agency: | |
| Grant Program Title: | Dispute Resolution Program FY 2025 6 Months (Community) | | | Notification of Award Date: | 07/01/2024 |
| Funding Source (Public / County/Regional) | Grant Type: | Funds Disbursement: | Agency's Grant ID: | | |
| | Non-Competitive/Formula | | CFDA#: | | |
| | | | Other ID#: | | |
| | | | eCivis ID#: | | |
| Match Requirement: | Yes | Amount: | \$ | 18,707 | %Match 25% |
| Match Type: | Cash/In-Kind | Identify Source of Match: | | | |
| Fiscal Information: | Awarded Funds: | Match/In-Kind Funds: | Additional/Leverage Funds: | Total Project Budget: | |
| | \$ 74,827 | \$ 18,707 | \$ - | \$ 93,534 | |

Approved Grant Budget Summary

| Category | Awarded | Match | Additional | Explanation |
|---------------------------|------------------|------------------|-------------|--|
| Personnel | | | | |
| News Secretary | 21,087 | | | 26.25% FTE |
| Legal Clerk II | 34,425 | | | 100% FTE |
| Materials/Supplies | | | | |
| Office Supplies | 592 | | | Misc Operating Costs and Supplies |
| Software Licenses | 3,834 | | | ServiceNow and Zoom |
| Other | | | | |
| CAP 41 Fringe Benefits | 14,889 | 9,303 | | 43.58% - Match Requirement Covered by City Atty Adopted Budget |
| CAP 41 Indirect Costs | | 9,404 | | 16.94% - Match Requirement Covered by City Atty Adopted Budget |
| Total | \$ 74,827 | \$ 18,707 | \$ - | |

Approved Project

| | | | |
|---|---|--|--|
| Descriptive Title of Funded Project: | Dispute Resolution Program FY 2025 6 Mo (Community) | | |
| Performance Period Start/End Dates (Month/Day/Year): | Citywide: | | |
| Start: 07/01/2024 End: 12/31/2024 | Affected Council District(s): | | |
| | Affected Congressional District(s): | | |
| Purpose: | | | |
| Identify Internal Partners (City Dept/Bureau/Agency): | | | |
| Identify External Partners: | | | |

Summary

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

Now in its 34th year, DRP provides citywide mediation services as an alternative to formal administrative or court proceedings. During FY 2024, DRP serviced 842 initiated disputes and successfully mediated over 198 disputes, whereby both parties reached a mutually acceptable agreement. DRP also conducted community outreach to help build local capacity for individuals to informally resolve disputes, which included training of mediators and stakeholder groups.

Recommendations

Please provide a complete list of necessary actions for implementation, including acceptance of the award by the City, Controller instructions for fund and accounts set-up, coordination of project activities (such as contract and position authorities).

1. AUTHORIZE the City Attorney, or designee, to:
 - a. Approve the Standard Agreement with the County of Los Angeles Department of Consumer and Business Affairs for the period of July 1, 2024 to December 31, 2024, subject to the approval of the City Attorney as to form;
 - b. Accept the grant award in the amount of \$74,827 from the County of Los Angeles Department of Consumer and Business Affairs;
 - c. Prepare Controller instructions for any necessary technical adjustments, subject to the approval of the City Administrative Officer and instruct the Controller to implement the instructions.
2. AUTHORIZE the Controller to:
 - a. Establish a receivable within Fund 368 in the amount of \$74,827 from the County of Los Angeles Department of Consumer and Business Affairs;
 - b. Establish a new appropriation account within Fund 368 as follows:
Account 12A711 – DRP FY 2025 (Community) - \$74,827
 - c. TRANSFER \$34,425 from Fund 368, Department 12, Account 12A711 – DRP FY 2025 (Community) to Fund 100, Department 12, Account 001010 – Salaries General as reimbursement for City Attorney salary expenses of one (1) resolution authority;
 - d. Upon receipt of grant funds and approval of grant expenses, TRANSFER up to \$21,087 from Fund 368, Department 12, Account 12A711 – DRP FY 2025 (Community) to Fund 100, Department 12, Revenue Source 5427 – Reimbursement from Grants for salary expenses of one (1) grant reimbursed regular authority;
 - e. Upon receipt of grant funds and approval of grant expenses, TRANSFER up to \$14,889 from Fund 368, Department 12, Account 12A711 – DRP FY 2025 (Community) to Fund 100, Department 12, Revenue Source 5346 – Related Cost Reimbursement from Grants as reimbursement for City Attorney fringe benefits and indirect costs related to the DRP FY 2025 (Community).

Fiscal Impact Statement

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

The total cost of the DRP FY 2025 (Community) is \$93,534 of which \$74,827 will be reimbursed by the County of Los Angeles Department of Consumer and Business Affairs. The General fund contribution is \$18,707 in fringe and related costs (CAP 41) which are already included in the City's adopted budget.

Acceptance Packet

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

| | |
|---|---|
| <input checked="" type="checkbox"/> Grant Award Notification and Acceptance | <input type="checkbox"/> Copy of Award Notice |
| <input checked="" type="checkbox"/> Grant Project Cost Breakdown (Excel Document) | <input checked="" type="checkbox"/> Copy of Grant Agreement (if applicable) |
| <input checked="" type="checkbox"/> Detail of Positions and Salary Costs (Excel Document) | <input type="checkbox"/> Additional Documents (if applicable) |
| Department Head Name: <u>Mark J. [Signature]</u> | Department Head Signature: <u>[Signature]</u> Date: <u>8/19/2024</u> |

For CAO Use Only

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

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

Comments:

CAO Grants Oversight Unit Signature:

Date:

| Grant Name: <u>DRP Community FY 2025 6 Months</u> | | | | | | Department: | | City Attorney |
|---|--|-------------|---------|--------------------|----------------|-------------|-----------------------------------|---------------|
| Grant Project Breakdown | | Grant Funds | | Additional Costs** | | Total | | Comments |
| Salaries | | | | City Funds | Non-City Funds | | | |
| 1010 Salaries General | | | 55,512 | | | 55,512 | | |
| 1020 Salaries Grant Reimbursed | | | | | | - | | |
| 1070 Salaries As Needed | | | | | | - | | |
| 1090 Overtime | | | | | | - | | |
| Salaries Total: | | \$ | 55,512 | \$ | - | \$ | 55,512 | |
| Related Costs* | | | | | | | | |
| CAP 41 Rate | | | | | | | | |
| Fringe Benefits | | 43.58% | 14,889 | 9,303 | | 24,192 | | |
| Department Administration | | 12.60% | | 6,995 | | 6,995 | | |
| Central Services | | 4.34% | | 2,409 | | 2,409 | | |
| Related Costs Total: | | | \$ | 14,889 | \$ | 18,707 | \$ | 33,596 |
| Expense | | | | | | | | |
| 2120 Printing & Binding | | | | | | - | | |
| 2130 Travel | | | | | | - | | |
| 3040 Contractual Services | | | | | | - | | |
| 3310 Transportation | | | | | | - | | |
| 4160 Governmental Meetings | | | | | | - | | |
| 6010 Office Supplies | | | 4,426 | | | 4,426 | Gen. Supplies & Software Licenses | |
| 6020 Operating Supplies | | | | | | - | | |
| 7300 Equipment | | | | | | - | | |
| Expenses Total: | | | \$4,426 | \$0 | \$0 | 4,426 | | |
| Grand Total: | | | \$ | 74,827 | \$ | 18,707 | \$ | 93,534 |
| *Please use the full Cost Allocation Plan (CAP) rates unless disallowed by the Grantor. CAP rates should be applied to Gross Salaries (including Compensated Time Off.) | | | | | | | | |
| **Other sources of funding. Please indicate whether these funds are part of a match requirement and whether they are already provided or new funding is required. | | | | | | | | |

Project Name: **DRP Community FY 2025 6 Months**

Department: City Attorney

[illegible]

AMENDMENT NO. 6
TO SUBAWARD BY AND BETWEEN
COUNTY OF LOS ANGELES
DEPARTMENT OF CONSUMER AND BUSINESS AFFAIRS
AND
OFFICE OF THE LOS ANGELES CITY ATTORNEY
FOR
DISPUTE RESOLUTION PROGRAM (DRP)
SUBAWARD NUMBER DRP192009

This Amendment No. 6 ("Amendment") is made and entered in accordance with Section 8.0, Standard Terms and Conditions, Subsection 8.1, Amendments, of the above referenced Subaward Number DRP192009 by and between

COUNTY OF LOS ANGELES THROUGH ITS
DEPARTMENT OF CONSUMER AND BUSINESS AFFAIRS ("DCBA") (hereinafter
"County"),

and

OFFICE OF THE LOS ANGELES CITY ATTORNEY
(hereinafter "Subrecipient")

Business Address:
200 N. Main Street, Room #800
Los Angeles, CA 90012

RECITALS

WHEREAS, reference is made to that certain document entitled "Office of the Los Angeles City Attorney Subaward Number DRP192009" executed on date June 28, 2019, (hereafter "Subaward"); and

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

WHEREAS, the parties hereto have previously entered into Subaward Amendment No. 1 to exercise the County's delegated authority to enter into the first option year, effective July 1, 2020 through June 30, 2021, and allocate Fiscal Year 2020-21 DRP funding; and

WHEREAS, the parties hereto have previously entered into Subaward Amendment No. 2 to allocate \$15,000 in DRP funds to increase FY 2020-21 DRP funding allocation to cover Training cost and increase Information Technology resources; and

WHEREAS, the parties hereto have previously entered into Subaward Amendment No. 3 to exercise the County's delegated authority to enter into the second option year, effective July 1, 2021 through June 30, 2022, and allocate Fiscal Year 2021-22 DRP funding; and

WHEREAS, the parties hereto have previously entered into Subaward Amendment No. 4 to exercise the County's delegated authority to enter into the third option year, effective July 1, 2022 through June 30, 2023, and allocate Fiscal Year 2022-23 DRP funding; and

WHEREAS, the parties hereto have previously entered into Subaward Amendment No. 5 to exercise the County's delegated authority to enter into the fourth option year, effective July 1, 2023 through June 30, 2024, and to allocate Fiscal Year 2023-24 DRP funding; and

WHEREAS, on June 4, 2024, the Board authorized the parties to enter into this Subaward Amendment No. 6 to extend the term of the Subaward an additional six (6) months effective, July 1, 2024 through December 31, 2024, allocate additional DRP funding as further described herein, and update provisions throughout the Subaward; and

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

NOW THEREFORE, the parties hereto agree as follows:

1. This Amendment shall commence upon execution by all parties.
2. Section 4.0, Term of Subaward, Paragraphs 4.1 and 4.2, are deleted in their entirety and replaced as follows:
 - 4.1 The initial term of the Subaward was for one (1) year commencing on July 1, 2019, upon execution by the parties, and pursuant to subsequent amendments, including the instant Amendment No. 6, the term of the Subaward shall continue through December 31, 2024, unless sooner terminated in writing by County, in whole or in part, as provided in the Subaward. The term of this Subaward will operate on County's fiscal year period as defined in Exhibit P (Definitions).
 - 4.2 Intentionally Omitted

3. Section 5.0, Subaward Sum, Paragraph 5.1, Total Subaward Sum, Subparagraph 5.1.2, Funding Allocations, Subparagraphs 5.1.2.1 and 5.1.2.2 are deleted in their entirety and replaced as follows:

5.1.2.1 During the term of this Subaward, Subrecipient shall receive funding for providing the Services outlined in this Subaward. ("Subaward Sum" or "Maximum Subaward Sum"). The Maximum Subaward Sum for this Subaward is **\$817,504**, and broken out as follows:

- FY 2019-20: \$149,653
- FY 2020-21: \$164,653
- FY 2021-22: \$149,653
- FY 2022-23: \$129,065
- FY 2023-24: \$149,653
- **FY 2024-25: \$74,827**

5.1.2.2 Intentionally Omitted

4. Section 5.0, Subaward Sum, Paragraph 5.1, Total Subaward Sum, Subparagraph 5.1.2, Funding Allocations, Subparagraph 5.1.2.9 is added as follows:

5.1.2.9 Subaward Sum FY 2024-25 Six-Month Extension Funding Source(s)

5.1.2.9.1 The Subaward Sum for the FY 2024-25 six-month extension for this Subaward is comprised of monies which are identified by the funding source(s) or governing statute(s) listed below. The funding source(s) and governing statute(s) authorize County to use these monies to provide Program Services.

5.1.2.9.2 Dispute Resolution Program Act FY 2024-25 six-month extension funds available for use for contracted DRP Services: **\$74,827**

5. Section 5.0, Subaward Sum, Paragraph 5.5, Invoices and Payments, Subparagraph 5.5.8, is deleted in its entirety and replaced as follows:

5.5.8 Preference Program Enterprises - Prompt Payment Program

5.5.8.1 Certified Prompt Payment Enterprises (PPEs) will receive prompt payment for services they provide to County departments. Prompt payment is defined as fifteen (15) calendar days after receipt of an approved, undisputed invoice which has been properly matched against documents such as a receiving, shipping, or services delivered report, or any other validation of receipt document

consistent with Board Policy 3.035 ([Preference Program Payment Liaison and Prompt Payment Program](#)).

6. Section 7.0. Administration of Subaward – Subrecipient, Paragraph 7.5, Background and Security Investigations, Subparagraph 7.5.8, is added as follows:

7.5.8 These terms will also apply to Lower Tier Subrecipients of County Subrecipients.

7. Section 8.0, Standard Terms and Conditions, Paragraph 8.8, Compliance with the County's Jury Service Program, is deleted in its entirety and replaced as follows:

8.8 Compliance with the County's Jury Service Program

8.8.1 Jury Service Program

This Subaward (that is, "Contract") is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in [Sections 2.203.010 through 2.203.090 of the Los Angeles County Code](#).

8.8.2 Written Employee Jury Service Policy

8.8.2.1 Unless the Subrecipient (that is, "Contractor") has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program ([Section 2.203.020 of the County Code](#)) or that the Contractor qualifies for an exception to the Jury Service Program ([Section 2.203.070 of the County Code](#)), the Contractor must have and adhere to a written policy that provides that its Employees will receive from the Contractor, on an annual basis, no less than five (5) days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

8.8.2.2 For purposes of this paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of fifty

thousand dollars (\$50,000) or more in any twelve (12) month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means forty (40) hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of ninety (90) days or less within a twelve (12) month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor will also be subject to the provisions of this paragraph. The provisions of this paragraph will be inserted into any such subcontract agreement and a copy of the Jury Service Program must be attached to the Contract.

8.8.2.3 If the Contractor is not required to comply with the Jury Service Program when the Contract commences, the Contractor will have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the Contractor must immediately notify the County if the Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if the Contractor no longer qualifies for an exception to the Jury Service Program. In either event, the Contractor must immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate, to the County's satisfaction that the Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that the Contractor continues to qualify for an exception to the Program.

8.8.2.4 Contractor's violation of this paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach,

County may, in its sole discretion, terminate the Contract and/or bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

8. Section 8.0, Standard Terms and Conditions, Paragraph 8.11, is deleted in its entirety and replaced as follows:

8.11 Consideration of Hiring GAIN/START Participants

8.11.1 Should the Subrecipient (that is, "Contractor") require additional or replacement personnel after the effective date of this Subaward (that is, "Contract"), the Contractor will give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or Skills and Training to Achieve Readiness for Tomorrow (START) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration will mean that the Contractor will interview qualified candidates. The County will refer GAIN/START participants by job category to the Contractor. Contractors must report all job openings with job requirements to: gainstart@dpss.lacounty.gov and bservices@opportunity.lacounty.gov and DPSS will refer qualified GAIN/START job candidates.

8.11.2 In the event that both laid-off County employees and GAIN/START participants are available for hiring, County employees must be given first priority.

9. Section 8.0, Standard Terms and Conditions, Paragraph 8.14, Contractor's Warranty of Adherence to County's Child Support Compliance Program, is deleted in its entirety and replaced as follows:

8.14 Contractor's Warranty of Adherence to County's Child Support Compliance Program

8.14.1 The Subrecipient (that is, "Contractor") acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through contracts are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

- 8.14.2 As required by the County's Child Support Compliance Program ([County Code Chapter 2.200](#)) and without limiting the Contractor's duty under this Subaward (that is, "Contract") to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and will during the term of this Contract, maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and will implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

10. Section 8.0, Standard Terms and Conditions, Paragraph 8.36, Public Records Act, is deleted in its entirety and replaced as follows:

8.36 Public Records Act

- 8.36.1 Any documents submitted by the Subrecipient; all information obtained in connection with the County's right to audit and inspect the Subrecipient's documents, books, and accounting records pursuant to Paragraph 8.38 (Record Retention and Inspection-Audit Settlement) of this Subaward; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Subaward, become the exclusive property of the County. All such documents become a matter of public record and will be regarded as public records. Exceptions will be those elements in the [California Government Code Section 7921 et seq.](#) (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County will not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.
- 8.36.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary", the Subrecipient agrees to defend and indemnify the County from all costs and expenses, including

reasonable attorney's fees, in action or liability arising under the Public Records Act.

11. Section 8.0, Standard Terms and Conditions, Paragraph 8.38, Record Retention and Inspection-Audit Settlement, is deleted in its entirety and replaced as follows:

8.38 Record Retention and Inspection-Audit Settlement

8.38.1 The Subrecipient (that is, "Contractor") must maintain accurate and complete financial records of its activities and operations relating to this Subaward (that is, "Contract") in accordance with generally accepted accounting principles. The Contractor must also maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor agrees that the County, or its authorized representatives, will have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, will be kept and maintained by the Contractor and will be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material must be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor will pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

8.38.2 In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor must file a copy of such audit report with the County's Auditor Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the County will make a reasonable effort to maintain the confidentiality of such audit report(s).

8.38.3 Failure on the part of the Contractor to comply with any of the provisions of this subparagraph 8.38 will constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

8.38.4 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference must be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference will be paid to the Contractor by the County by cash payment, provided that in no event will the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

12. Section 8.0, Standard Terms and Conditions, Paragraph 8.44, Termination for Improper Consideration, Subparagraph 8.44.2 is deleted in its entirety and replaced as follows:

8.44.2 The Contractor must immediately report any attempt by a County officer, employee, or agent to solicit such improper consideration. The report must be made to the Los Angeles County Fraud Hotline at (800) 544-6861 or <http://fraud.lacounty.gov/>.

13. Section 8.0, Standard Terms and Conditions, Paragraph 8.58, Campaign Contribution Prohibition Following Final Decision in Contract Proceeding, is added as follows:

8.58 Campaign Contribution Prohibition Following Final Decision in Contract Proceeding

Pursuant to [Government Code Section 84308](#), Subrecipient and its Lower Tier Subrecipients, are prohibited from making a contribution of more than \$250 to a County officer for twelve (12) months after the date of the final decision in the proceeding involving this Subaward. Failure to comply with the provisions of [Government Code Section 84308](#) and

of this paragraph, may be a material breach of this Subaward as determined in the sole discretion of the County.

14. Exhibit A, Statement of Work, Section 10.0, Specific Work Requirements, Paragraph 10.2, Community Dispute Resolution, Subparagraph 10.2.2, Minimum Cases Resolved, Subparagraph 10.2.2.3, Resolved Cases in Other Areas, is deleted in its entirety and replaced as follows:

10.2.2.3 Resolved Cases in Other Areas

Beginning July 1, 2022 through December 31, 2024, Subrecipients shall be allowed to count a maximum of twenty (20) percent of Subrecipient's total Resolved Cases for cases resolved in which all parties to a dispute are outside of a Subrecipient's contracted area(s).

15. Exhibit A, Statement of Work, Section 10.0, Specific Work Requirements, Paragraph 10.3, Civil Court Connected Dispute Resolution, Subparagraph 10.3.5, Resolved Cases in Other Areas, is deleted in its entirety and replaced as follows:

10.3.5 Resolved Cases in Other Areas

Beginning July 1, 2022 through December 31, 2024, Subrecipients shall be allowed to count a maximum of twenty (20) percent of Subrecipient's total Resolved Cases for cases resolved in which all parties to a dispute are outside of a Subrecipient's contracted area(s).

16. Exhibit A, Statement of Work, Section 10.0, Specific Work Requirements, Paragraph 10.4, Restorative Justice Dispute Resolution, Subparagraph 10.4.7, Resolved Cases in Other Areas, is deleted in its entirety and replaced as follows:

10.4.7 Resolved Cases in Other Areas

Beginning July 1, 2022 through December 31, 2024, Subrecipients shall be allowed to count a maximum of twenty (20) percent of Subrecipient's total Resolved Cases for cases resolved in which all parties to a dispute are outside of a Subrecipient's contracted area(s).

17. Exhibit W, Budget, "Exhibit W-5, Budget FY 2024-2025," is added as an addendum to "Exhibit W, Budget," and is attached hereto and incorporated herein by reference.

18. Exhibit X, Mandated Program Requirements (MPS), "Exhibit X-5, MPS FY 2024-25," is added as an addendum to "Exhibit X, MPS," and is attached hereto and incorporated herein by reference.

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

AMENDMENT NO. 6
TO SUBAWARD
BY AND BETWEEN
COUNTY OF LOS ANGELES
AND
OFFICE OF THE LOS ANGELES CITY ATTORNEY
SUBAWARD NUMBER DRP192009

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment No. 6 to be subscribed on its behalf by the Department of Consumer and Business Affairs, and the Subrecipient has subscribed the same through its authorized officer. The persons signing on behalf of the Subrecipient warrant under penalty of perjury that he or she is authorized to bind the Subrecipient.

COUNTY OF LOS ANGELES

By _____
RAFAEL CARBAJAL
DIRECTOR
CONSUMER AND BUSINESS AFFAIRS

Date _____

OFFICE OF THE LOS ANGELES CITY ATTORNEY

By _____
IAN THOMPSON
CHIEF OF STAFF

Date _____

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By _____
Deputy County Counsel

APPROVED AS TO FORM:

BARAK VAUGHN
Los Angeles City Attorney

By _____
Deputy City Attorney

**COUNTY OF LOS ANGELES
DEPARTMENT OF CONSUMER AND BUSINESS AFFAIRS
FY 24-25 DISPUTE RESOLUTION PROGRAM BUDGET
BUDGET SUMMARY**

Exhibit W-5
Page 1 of 3

AGENCY NAME: Office of the Los Angeles City Attorney
ADDRESS: 200 N. Main Street, Suite 800, Los Angeles, CA 90012
CONTACT NAME: Saminh Greenberg

SUBWARD #: DRP192009
AMENDMENT #: 6
CONTACT PHONE: (213) 978-3926

SERVICE CATEGORY: Community

A. FUNDING SUMMARY

| PROGRAM FUNDING AMOUNT | | | | |
|------------------------|-----------------------|---------|--------------|--|
| PROGRAM FUNDING* | SUBRECIPIENT MATCH ** | | GRAND TOTAL | |
| | CASH | IN-KIND | | |
| \$ 74,827.00 | \$ 18,707.00 | \$ - | \$ 93,534.00 | |

B. PERSONNEL COSTS & NON-PERSONNEL COSTS

| LINE ITEM EXPENDITURES | | | | | |
|------------------------|-----------------|--------------------|---------|-------------|--|
| LINE ITEM | PROGRAM FUNDING | SUBRECIPIENT MATCH | | GRAND TOTAL | |
| | | CASH | IN-KIND | | |
| Staff Salaries & Wages | \$ 55,512 | \$ - | \$ - | \$ 55,512 | |
| Staff Fringe Benefits | \$ 14,889 | \$ 9,303 | \$ - | \$ 24,192 | |
| Non-Personnel Costs | \$ 4,426 | \$ 9,404 | \$ - | \$ 13,830 | |
| Total | \$ 74,827 | \$ 18,707 | \$ - | \$ 93,534 | |

C. OTHER BUDGET COSTS

| LINE ITEM EXPENDITURES | | | | | |
|-------------------------------|-----------------|--------------------|---------|-------------|--|
| LINE ITEM | PROGRAM FUNDING | SUBRECIPIENT MATCH | | GRAND TOTAL | |
| | | CASH | IN-KIND | | |
| Lower Tier Subrecipients Cost | \$ - | \$ - | \$ - | \$ - | |
| Total | \$ - | \$ - | \$ - | \$ - | |

Notes:

* The Program Funding must match the amount indicated in your agency's Award Letter.

** Match must be at a minimum 25% of the Program Funding amount.

**COUNTY OF LOS ANGELES
DEPARTMENT OF CONSUMER AND BUSINESS AFFAIRS
FY 24-25 DISPUTE RESOLUTION PROGRAM BUDGET
LINE ITEM DETAIL**

Exhibit W-5
Page 2 of 3

AGENCY NAME: Office of the Los Angeles City Attorney

SUBAWARD #: DRP192009

AMENDMENT #: 6

SERVICE CATEGORY: Community

| LINE ITEM EXPENDITURES | | | | |
|----------------------------------|------------------|-----------------------------|-------------|------------------|
| | Program Funding | Subrecipient Matching Share | | GRAND TOTAL |
| | | Cash | In-kind | |
| | (A) | (B) | (C) | (SUM A+B+C) |
| PERSONNEL COSTS | | | | |
| Staff Salaries & Wages | \$ 55,512 | | | \$ 55,512 |
| Staff Fringe Benefits | \$ 14,889 | \$ 9,303 | | \$ 24,192 |
| Sub-Total Personnel Costs | \$ 70,401 | \$ 9,303 | \$ - | \$ 79,704 |

| | Program Funding | Subrecipient Matching Share | | GRAND TOTAL |
|--|-----------------|-----------------------------|-------------|------------------|
| | | Cash | In-kind | |
| | (A) | (B) | (C) | (SUM A+B+C) |
| NON-PERSONNEL COSTS | | | | |
| Facility Rent | | | | \$ - |
| Utilities (Telephone, Gas, Electricity, Water) | | | | \$ - |
| Janitorial Services | | | | \$ - |
| Maintenance Repairs | | | | \$ - |
| Equipment Purchase/Lease ¹ | | | | \$ - |
| Office Supplies | \$ 592 | | | \$ 592 |
| Training Materials | | | | \$ - |
| Consumable Supplies | | | | \$ - |
| Advertisement | | | | \$ - |
| Print / Reproduction | | | | \$ - |
| Professional Services/Consultants ² | | | | \$ - |
| Lower Tier Subrecipient ¹ | | | | \$ - |
| Audit | | | | \$ - |
| Travel | | | | \$ - |
| Meeting/Conferences | | | | \$ - |
| Insurance: | | | | \$ - |
| A) Liability/Automobile | | | | \$ - |
| B) Building | | | | \$ - |
| Staff Training/Workshops/TA | | | | \$ - |
| Other | \$ 3,834 | \$ 9,404 | | \$ 13,238 |
| Sub-Total Non-Personnel Costs: | \$ 4,426 | \$ 9,404 | \$ - | \$ 13,830 |

Notes:

- ¹ Equipment purchase/lease agreements require prior County approval
- ² Professional Services/Consultant/Subcontractors require prior County approval
- ³ Travel is limited to (2) two staff and requires prior County approval

**COUNTY OF LOS ANGELES
DEPARTMENT OF CONSUMER AND BUSINESS AFFAIRS
FY 24-25 DISPUTE RESOLUTION PROGRAM BUDGET
LINE ITEM DETAIL**

Exhibit W-5
Page 3 of 3

AGENCY NAME: Office of the Los Angeles City Attorney

SUBAWARD #: DRP192009

AMENDMENT #: 6

SERVICE CATEGORY: Community

| LOWER TIER SUBRECIPIENT COSTS | Program Funding | Subrecipient Matching Share | | GRAND TOTAL |
|---|-----------------|-----------------------------|---------|-------------|
| | | Cash | In-kind | |
| | (A) | (B) | (C) | (SUM A+B+C) |
| | | | | \$ - |
| | | | | \$ - |
| | | | | \$ - |
| | | | | \$ - |
| Sub-Total Lower Tier Subrecipient Costs | \$ - | \$ - | \$ - | \$ - |

Notes:

COUNTY OF LOS ANGELES
DEPARTMENT OF CONSUMER AND BUSINESS AFFAIRS
FY 24-25 DISPUTE RESOLUTION PROGRAM
MANDATED PROGRAM SERVICES

Exhibit X-5
Page 1 of 1

AGENCY NAME: Office of the Los Angeles City Attorney
ADDRESS: 200 N. Main Street, Suite 800, Los Angeles, CA 90012
CONTACT NAME Saminh Greenberg

SUBAWARD #: DRP192009
AMENDMENT #: 6
CONTACT PHON (213) 978-3926

SERVICE CATEGORY: Community

CASES INITIATED

| MONTH | | | | | | |
|-------|-----|-----|-----|-----|-----|-------|
| JULY | AUG | SEP | OCT | NOV | DEC | TOTAL |
| 25 | 25 | 25 | 25 | 25 | 25 | 150 |

CASES RESOLVED

| MONTH | | | | | | |
|-------|-----|-----|-----|-----|-----|-------|
| JULY | AUG | SEP | OCT | NOV | DEC | TOTAL |
| 17 | 17 | 17 | 17 | 17 | 17 | 102 |

50% OF CASES INITIATED MUST BE RESOLVED

UNIT RATE \$734

TRAINING

| | |
|--|----|
| Minimum Number of Mediators to be trained | 20 |
| Minimum Number of Stakeholder Groups to be trained | 2 |