

CITY OF LOS ANGELES
INTER-DEPARTMENTAL CORRESPONDENCE

0220-05426-0002

Date: September 27, 2019

To: The Mayor
The CouncilAttn: Heleen Ramirez, Legislative Coordinator, Mayor's Office
Patrice Lattimore, Council and Public Services Division, City Clerk's Office

From: Richard H. Llewellyn, Jr., City Administrative Officer

Subject: **PHASE II ECIVIS GRANTS MANAGEMENT PROGRAM – GRANT ACCEPTANCE PACKET FOR THE CALIFORNIA BOARD OF STATE AND COMMUNITY CORRECTIONS (BSCC) PROPOSITION 47 SAFE NEIGHBORHOODS AND SCHOOLS GRANT PROGRAM - LOS ANGELES DIVERSION OUTREACH AND OPPORTUNITIES FOR RECOVERY (LA DOOR) FOR FISCAL YEARS 2019-23**

Attached is the Grant Acceptance Packet (Packet) for a grant award in the amount of \$6,000,000 from the California Board of State and Community Corrections (BSCC), Proposition 47 Safe Neighborhoods and Schools Grant Program for the period from August 15, 2019 through May 15, 2023, for the Los Angeles Diversion Outreach and Opportunities for Recovery (LA DOOR) program.

LA DOOR is a health-focused, comprehensive drug intervention program that emphasizes field-based services, pre-booking diversion, and community engagement to address substance dependence within the Central Los Angeles community and to limit the number of misdemeanor drug cases processed through the traditional criminal justice system. The 2019-23 grant provides a total of \$6,000,000.00, which will partially finance one existing one Deputy City Attorney II position, and fully fund two new resolution authority positions consisting of one City Attorney Administrative Coordinator I and one Legal Clerk I (\$562,064.20), along with \$341,352.83 in employee benefits. The balance of funding will provide \$17,640.88 for supplies and services, \$6,012.00 for travel expenses, and \$5,072,930.09 for contractual services. Although there is no required match for this program, BSCC does impose a 10-percent cap on indirect costs. As a participant in the Phase II eCivis Grants Management Program, the City Attorney's Office submitted the packet for review and analysis by the Office of the City Administrative Officer (CAO) Grants Oversight Unit and the assigned CAO Analyst.

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

- Review of Grant Award and Acceptance Determination
- Department Request for Acceptance of Grant Award
- Grant Agreement

Should you have any questions regarding the Grant Acceptance Packet, please contact Sharon Lee at (213) 978-7629.

RHL:EFR:SCL:04200037a

Attachments

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

Recipient City Department: Office of the City Attorney		Award Notification Date: June 18, 2019
Grant Award Title: Proposition 47 Grant Program		Grant Amount: \$6,000,000 Prior Grant Award(s): \$6,000,000
Awarding Agency: California Board of Supervision and Community Correction		
Grant Agreement Number/Reference:	Performance Start Date: August 15, 2019	Performance End Date: May 15, 2023
<p>Purpose: The Office of the City Attorney requests authority to accept grant funding from the Proposition 47 Grant Program from the California Board of State and Community Corrections to expand the Los Angeles Diversion Outreach and Opportunities for Recovery (LA DOOR), a health-focused, comprehensive drug intervention program that emphasizes field-based services, pre-booking diversion, and community engagement to address substance dependence within the Central Los Angeles community and to limit the number of misdemeanor drug cases processed through the traditional criminal justice system. Funding in the amount of \$6,000,000 is provided for services and grant administration costs for the period from August 15, 2019 through May 15, 2023.</p>		

Checklist for Grant Acceptance:	Yes	No	N/A	Comments
1. Authority for Grant Acceptance				
<ul style="list-style-type: none"> Department requests acceptance of the Grant 	X			() Terms/Conditions outlined in Award Notice/Grantor Agreement
2. Match Requirement Review				
<ul style="list-style-type: none"> Match Sources Identification completed 			X	() Obtain match requirements from Award Notice/Grantor Agreement
<ul style="list-style-type: none"> Additional Funds requested 			X	() Submit to CAO for review
3. Charter Section 1022 Determination				
<ul style="list-style-type: none"> Charter Section 1022 findings completed 			X	() Submit to CAO for review and determination
4. Provisions for Grant-Funded Contracts				
<ul style="list-style-type: none"> Standard and Grantor Provisions or equivalent language is included 			X	() Incorporate Provisions or Language into proposed agreement
<ul style="list-style-type: none"> Pro Forma Agreement RFP <input type="checkbox"/> MOU <input type="checkbox"/> PSA <input type="checkbox"/> 			X	() Submit to City Attorney for review and approval; copy to CAO
5. Personnel Authorities				
<ul style="list-style-type: none"> Department has submitted a request for position(s) 	X			() Review documents and make determination
6. Grant Implementation Recommendations				
<ul style="list-style-type: none"> Department has submitted grant implementation instructions 	X			() Submit to CAO for review
7. Controller Instructions for Fund/Accounts Set-Up				
<ul style="list-style-type: none"> Department has requested Funds/Accounts Set-up 	X			
8. Governing Body Resolution/Certification				
<ul style="list-style-type: none"> Department has submitted Resolution/Certification 	X			() Submit to CAO and City Attorney for review
9. Fiscal Impact Analysis				
<ul style="list-style-type: none"> Department has submitted Fiscal Impact Statement 	X			() Submit to CAO for review and Determination

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

10. Grant Award Summary

The Office of the City Attorney requests approval to accept \$6,000,000 in grant funding from the California Board of State and Community Corrections (BSCC) Proposition 47 Grant Program (Prop. 47) to expand the Los Angeles Diversion Outreach and Opportunities for Recovery (LA DOOR) program. The LA DOOR will provide services to those most impacted by substance use and mental health issues in Central Los Angeles, by providing intensive services to 750 individuals to divert them from the criminal justice system and towards a path to recovery.

The total cost of the program is \$6,079,678.04, of which the award provides \$6,000,000 and will span the period of August 15, 2019 through May 15, 2023. The grant award will cover \$562,064.20 for salary costs, \$259,224.01 for fringe benefits, \$82,128.82 for related costs, \$17,640.88 for supplies and services, \$6,012.00 for travel; and \$5,072,930.09 for contractual services. The BSCC grant limits indirect cost provisions outside of fringe benefits to 10-percent of the direct salary and benefits provision. Although this limitation will result in a \$79,678.04 General Fund contribution requirement over the course of the grant period for the related costs, no General Fund appropriation is required at this time.

(Grant Award Summary continued on page 3)

11. Recommendations

Pursuant to a review of departmental recommendations for this grant, please provide a complete list of necessary actions for implementation including acceptance of the award by the City, Controller instructions for fund and accounts set-up, coordination of project activities, etc.

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

1. Authorize the City Attorney, or designee, to:
 - a. Execute the grant agreement between the California Board of State and Community Corrections (BSCC) and the City Attorney's Office;
 - b. Accept the grant award in the amount of \$6,000,000 from BSCC;
 - c. Execute a vendor agreement between the City Attorney's Office and Special Service for Groups - Project 180;
 - d. Execute a vendor agreement between the City Attorney's Office and West Angeles Community Corporation;
 - e. Execute a vendor agreement between the City Attorney's Office and RAND Corporation;
 - f. Execute a Memorandum of Understanding between the City Attorney's Office and the Los Angeles County Office of the Public Defender;
2. Authorize employment authority in the City Attorney's Office for the period of November 10, 2019 through June 30, 2020, for one City Attorney Administrative Coordinator I (Class Code 0567) resolution authority position;
3. Authorize employment authority in the City Attorney's Office for the period of January 1, 2020 through June 30, 2020, for one Legal Clerk I (Class Code 0585) resolution authority position;

(Recommendations continued on page 4)

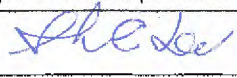
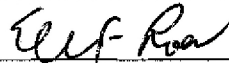
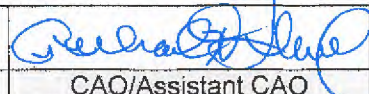
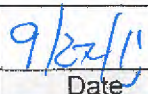
Doc. No. 04200037

12. Fiscal Impact Statement

☒ **Yes** This Office finds that the Grant complies with City financial policies as follows (see below):

☐ **No** This Office finds that the Grant does not comply with City financial policies as follows (see below):

The total project cost of the Los Angeles Diversion Outreach and Opportunities for Recovery is \$6,079,678.04 of which \$6,000,000 will be reimbursed by the California Board of State and Community Corrections Proposition 47 Grant Program. The grant will provide direct cost funding of \$5,658,647.17 and partial related cost funding of \$341,352.83. The remaining related costs totaling \$79,678.04 represents a General Fund obligation and will be absorbed by the City. No additional General Fund appropriation is required at this time. Approval of the recommendations in this report complies with the City's Financial Policies in that total program costs are funded through grant funds to the extent possible. Program costs beyond the grant performance period will be subject to the availability of on-going revenues.

			
CAO Analyst	Chief	CAO/Assistant CAO	Date

10. Grant Award Summary (continued from page 2)

The award grant award includes \$5,072,930.09 in contractual services funding for four project vendor agreements:

- 1) \$3,008,876.16 to Special Service for Groups - Project 180, a non-profit organization which will train the LA DOOR Mobile Team to deliver social services to the target population;
- 2) \$1,447,290.00 to West Angeles Community Development Corporation, a non-profit organization which will provide transitional housing beds and other social services to the target population;
- 3) \$450,000.00 to the RAND Corporation, which will provide data and evaluation services on LA DOOR; and 4) \$166,763.93 to the Los Angeles County Office of the Public Defender which will provide administrative support with coordinating the removal of legal barriers for LA DOOR participants.

Grant funds provide partial funding for salaries, fringe benefits, and related costs for one existing Deputy City Attorney II position, and funding for two new resolution authority positions for the City Attorney's Office consisting of one City Attorney Administrative Coordinator I (AC I), subject to pay grade determination by the Office of the City Administrative Officer, Employee Relations Division, and one Legal Clerk. The AC I will be responsible for fiscal, contractual, and programmatic management of the Proposition 47 grant funds which support LA DOOR. The Legal Clerk I will be responsible for general office and clerical tasks related to the implementation of LA DOOR.

11. Recommendations (continued from page 2)

4. Authorize the Controller to:

- a. Establish a receivable for this program totaling \$6,000,000 from BSCC;
- b. Establish an appropriation account within Fund 368 City Attorney Grants, as follows:

<u>Account</u>	<u>Title</u>	<u>Amount</u>
12S960	Prop. 47 Grant Program	\$6,000,000

5. Authorize the City Attorney, or designee, to:

- a. Transfer \$90,507 from Fund No. 368/12, Account 12S960 to Fund No. 100, Department 12, Account 001010 – Salaries General, for FY 19-20 salary expenses;
- b. Upon receipt of grant reimbursements and approval of expenses, transfer up to \$341,353 from Fund No. 368/12, Account No. 12S960 to Fund No. 100/12, Revenue Source 5346, Related Cost Reimbursement – Grants, to reimburse for the fringe benefits and related costs during the grant period;

6. Instruct the City Clerk to place on the Council Agenda for the first regular Council meeting on July 1, 2020, or shortly thereafter, the following actions relative to the Prop. 47 Grant Program:

“That the City Council, subject to the approval of the Mayor, authorize the Controller to transfer \$160,954 from Fund No. 368/12, Account 12S960 to Fund No. 100/12, Account 001010 – Salaries General, for FY 2020-21 salary expenses;”

7. Instruct the City Clerk to place on the Council Agenda for the first regular Council meeting on July 1, 2021, or shortly thereafter, the following actions relative to the Prop. 47 Grant Program:

“That the City Council, subject to the approval of the Mayor, authorize the Controller to transfer \$169,043 from Fund No. 368/12, Account 12S960 to Fund No. 100/12, Account 001010 – Salaries General, for FY 2021-22 salary expenses;”

8. Instruct the City Clerk to place on the Council Agenda for the first regular Council meeting on July 1, 2022, or shortly thereafter, the following actions relative to the Prop. 47 Grant Program:

“That the City Council, subject to the approval of the Mayor, authorize the Controller to transfer \$141,561 from Fund No. 368/12, Account 12S960 to

Fund No. 100/12, Account 001010 – Salaries General, for FY 2022-23 salary expenses;"

9. Authorize the City Council to pass and adopt a Los Angeles City Council Resolution for the City Attorney to participate in the Prop. 47 Grant Program;
10. Authorize the City Council President to execute the "Los Angeles City Council Resolution" document as required by the BSCC to distribute grant funds; and,
11. Authorize the City Attorney or designee to prepare Controller instructions for any necessary technical adjustments, subject to the approval of the City Administrative Officer, and authorize the Controller to implement the instructions.



MIKE FEUER
CITY ATTORNEY

MEMORANDUM

To: The Honorable Eric Garcetti Honorable Members of City Council
Mayor of Los Angeles City of Los Angeles
City Hall City Hall
Los Angeles, CA 90012 Los Angeles, CA 90012
Attention: Mandy Morales Attention: Patrice Lattimore

From: Janette Flintoft, Director of Grants Operations

Date: September 26, 2019

Re: **FY 2019-23 Proposition 47 Grant Funding Acceptance**

As detailed in the CAO Grants Acceptance form, Office of the City Attorney is transmitting for your review and approval a new, \$6,000,000 competitive grant award under the Proposition 47 Grant Program for FY 2019-23 (August 15, 2019 to May 15, 2023). Council previously accepted a separate grant of Proposition 47 funding in 2017 to establish LA DOOR ("Diversion, Outreach, and Opportunities for Recovery") in South Los Angeles which is ongoing through December 2020. Through new grant resources, the Office will launch the LA DOOR model in the Central Los Angeles region.

LA DOOR is a comprehensive, health-focused, preventative approach that proactively engages individuals at elevated risk of returning to the Los Angeles City Attorney's Office on a new misdemeanor offense related to substance use, mental illness, or homelessness. The LA DOOR model delivers peer-led multidisciplinary social services to five "hotspot" locations (one for each weekday) to proactively engage participants in health-based services, including mental health support, substance use treatment, physical healthcare, and case management, while also offering pre-booking diversion through LAPD on Proposition 47 drug possession arrests.

The LA DOOR model was developed through an intensive, community based planning effort and launched in South Los Angeles in 2017 under California's first series of Proposition 47 grants. From January 1st, 2018 to March 31st, 2019, LA DOOR provided services to 451 individuals in hotspot locations, approximately 90% of whom were homeless. Through the persistent efforts of the LA DOOR Mobile Team managed by SSG Project 180, and housing support provided by West Angeles CDC, LA DOOR retained 281 individuals in social services for more than two months, with 40% of those engaging longer than two months. The breadth of services included 164 participants receiving substance use disorder treatment, 81 receiving mental health care, 64 receiving physical healthcare, 100 receiving housing support, and 33 receiving legal support. Vital documents (e.g. Identification Cards, Social Security Cards, and Birth Certificates) were secured for over 100 individuals.

By establishing LA DOOR in Central LA under new grant funds, the LA DOOR program is expected to serve a minimum of **750 participants** during the grant period, with expanded access to legal support through a unique partnership with the Public Defender's Office.

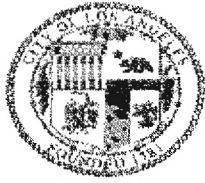
The project's total Central LA operating cost is **\$6,079,678**, consisting of **\$6,000,000** in Proposition 47 grant funds with a **\$79,678** (or 1.3% of the overall budget) impact to the General Fund to support indirect costs. Because BSCC caps indirect costs at 10% of lead agency salaries and benefits, the balance of the City's CAP 39 indirect cost rate will be absorbed by the City.

The **\$6,000,000** grant award is distributed as follows: the City Attorney's office will receive **\$927,070**. These funds support 23% FTE of an existing Deputy City Attorney II position, as well as one new Administrative Coordinator II position at 100% FTE and one new Legal Clerk I position at 100% FTE. These funds also support data collection, mandatory grant related travel, program supplies, and a portion of indirect costs.

The LA DOOR grant budget passes 85% of the overall grant award through to its project partners. SSG Project 180, a forensic social services non-profit organization, will receive **\$3,008,876** of grant funds to expand its existing LA DOOR contract and hire, train, and support all LA DOOR Mobile Team service delivery activities in hotspot locations. The project's housing partner, West Angeles CDC, will receive **\$1,447,290** to expand its existing LA DOOR contract and continue providing transitional housing for LA DOOR participants. RAND will receive **\$450,000** (7.5%) of grant funds as required by BSCC to evaluate the LA DOOR project. The Los Angeles County Public Defender's Office will receive **\$166,764** of grant funds to support an administrative position to assist with coordinating removal of legal barriers for LA DOOR participants.

Proposition 47 grant funding arises from a voter-approved initiative passed in November, 2014 for which continuation funding is anticipated in overlapping four year cycles.

CC: Sharon Lee, CAO



City of Los Angeles
Grant Award Notification and Acceptance

Recipient Department			
This Grant Award is: <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation/Renewal <input type="checkbox"/> Supplemental <input type="checkbox"/> Suballocation			
Grants Coordinator:	Janette Flintoft	E-Mail: janette.flintoft@lacity.org	Phone: 213-978-8100
Project Manager:	Jamie Larson	E-Mail: jamie.larson@lacity.org	Phone: 213-978-8100
Department/Bureau/Agency:	City Attorney	Date:	07/18/2019

Grant Information			
Name of Grantor: Board of State and Community Corrections		Pass Through Agency:	
CA Other			
Grant Program Title: Prop. 47 Grant Program		Notification of Award Date:	
Proposition 47 Grant Program - FY 2019		08/25/2019	
Funding Source (Public / Private):	Grant Type:	Funds Disbursement:	Agency's Grant ID:
State	Competitive/Discretionary	Reimbursement	CFDA#:
			Other ID#:
			eCivis ID#: CA 2789
Match Requirement:	Yes	Amount:	\$ 79,678.04 %Match 1.3
Match Type:	In kind/cash	Identify Source of Match: City	
Fiscal Information:	Awarded Funds:	Match/In-Kind Funds:	Additional/Leverage Funds:
	\$ 6,000,000.00	\$ 79,678.04	\$0
			Total Project Budget: \$ 6,079,678.04

Approved Grant Budget Summary				
Category	Awarded	Match	Additional/Leveraged	Explanation
Personnel				
Personnel				
Deputy City Attorney II	\$ 112,475.80			
Administrative Coordinator II (new)	\$ 321,558.00			
Legal Clerk (new)	\$ 128,030.40			
Benefits				
Deputy City Attorney II	\$ 51,873.84			
Administrative Coordinator II (new)	\$ 148,302.55			
Legal Clerk (new)	\$ 59,047.62			
Indirect Cost	\$ 82,128.82	\$ 79,678.04		Grantor imposed 10% cap of indirect costs
Services and Supplies	\$ 3,240.88			
Travel				
Travel	\$ 6,012.00			Mandatory grantor conference meeting

Contractual Services				
LA County Public Defender Subcontract	\$	166,763.93		LA County Public Defender will hire (1) Intermediate Typist Clerk to provide linkages to legal support.
Special Service for Groups - Project 180	\$	3,008,876.16		SSG Project 180, a 501(c)(3), will hire and train the LA DOOR Mobile Team to deliver social services to the target population.
West Angeles Community Development Corporation (WACDC)	\$	1,447,290.00		WACDC, a 501(c)(3), will provide transitional housing beds and other social services to the target population.
RAND Corporation	\$	450,000.00		RAND Corporation, will provide data and evaluation services to the project.
Other				
Service Now Database Subscription	\$	14,400.00		ITA Service Now Subscriptions for staff and subcontracted partner staff (40 staff x 24mo x \$15/mo)
Total	\$	6,000,000.00	\$	79,678.04

Approved Project			
Descriptive Title of Funded Project: LA DOOR Central (Diversion, Outreach, and Opportunities for Recovery)			
Performance Period Start/End Dates (Month/Day/Year):		Citywide:	
Start: 8/15/2019	End: 5/15/2023	Affected Council District(s): All	
Purpose: Expand operation of the Los Angeles Diversion Outreach & Opportunities for Recovery (LA DOOR) within LAPD Central.			
Identify Internal Partners (City Dept/Bureau/Agency): LAPD			
Identify External Partners: Public Defender, SSG Project 180, RAND, West Angeles Community Development Corporation			
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.			
During FY 2019/23, LA DOOR will expand into Central Los Angeles with a goal of serving 750 drug involved individuals. Goals and objectives will include: 1) increasing participants' utilization of social services through a Mobile Team linkages and grant supported housing; 2) reducing recidivism through preventative services and pre-booking diversion; and 3) removing participants' legal barriers in collaboration with the City's HEART (Homeless Engagement and Response Team) program and the Los Angeles County Public Defender's Office.			

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 execute the grant agreement between BSCC and the City Attorney's Office;
2. Authorize the City Attorney or designee to accept grant funding in the amount of \$6,000,000 from BSCC;
3. Resolve an employment authority in the City Attorney's Office for the period November 10, 2019 to May 15, 2023, for one Administrative Coordinator II (0566) position is approved;
4. Resolve an employment authority in the City Attorney's Office for the period January 1, 2020 to May 15, 2023, for one Legal Clerk I (0585-0) position is approved;
5. Authorize the City Attorney or designee to execute vendor agreements between the City Attorney's Office and SSG Project 180;
6. Authorize the City Attorney or designee to execute vendor agreements between the City Attorney's Office and West Angeles Community Corporation;
7. Authorize the City Attorney or designee to execute vendor agreements between the City Attorney's Office and RAND;
8. Authorize the City Attorney or designee to execute Memorandum of Understanding between the City Attorney's Office and the LA County Office of the Public Defender;
9. That the City Council, subject to the approval of the Mayor, authorize the Controller to:
 - a. Establish a receivable for this program by \$6,000,000 from BSCC;
 - b. Establish the appropriation account within Fund 368, as follows:

Account No	Account Title	Amount
12S960	Prop. 47 Grant Program	\$ 6,000,000
10. Transfer \$90,507 from Fund 368/12, Account 12S960 to Fund 100, Department 12, Account 001010 - Salaries General, for FY 19-20 Salary expenses;
11. Upon receipt of grant reimbursements and approval of expenses, transfer up to \$341,353 from Fund 368/12, Account No. 12S960 to Fund 100/12, Revenue Source 5346 - Related Cost Reimbursement -Grants, to reimburse for the fringe benefits and related costs during the grant period;
12. AUTHORIZE the City Council to instruct the City Clerk to place on Council Calendar for July 1, 2020, the following actions relative to the Prop. 47 Grant Program:

That the City Council, subject to the approval of the Mayor, AUTHORIZE the Controller to transfer \$160,854 from Fund 368/12, Account 12S960 to Fund 100, Department 12, Account 001010 - Salaries General, for FY 20-21 Salary expenses;
13. AUTHORIZE the City Council to instruct the City Clerk to place on Council Calendar for July 1, 2021, the following actions relative to the Prop. 47 Grant Program:

That the City Council, subject to the approval of the Mayor, AUTHORIZE the Controller to transfer \$189,043 from Fund 368/12, Account 12S960 to Fund 100, Department 12, Account 001010 - Salaries General, for FY 21-22 Salary expenses;
14. AUTHORIZE the City Council to instruct the City Clerk to place on Council Calendar for July 1, 2022, the following actions relative to the Prop. 47 Grant Program:

That the City Council, subject to the approval of the Mayor, AUTHORIZE the Controller to transfer \$141,561 from Fund 368/12, Account 12S960 to Fund 100, Department 12, Account 001010 - Salaries General, for FY 22-23 Salary expenses;
15. Authorize the City Attorney or designee to prepare Controller instructions for any necessary technical adjustments, subject to approval of the CAO.
16. Authorize the City Council to pass and adopt a Los Angeles City Council Resolution for the City Attorney to participate in the Prop. 47 grant. 17. Authorize the City Council President to execute the "Los Angeles City Council Resolution" document as required by the BSCC to distribute grant funds.

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 operation cost for the LA DOOR model during the grant period is \$6,079,678 comprised of \$6,000,000 from the grant award, with \$79,678 of General Fund contributions over the grant lifecycle to cover unreimbursed indirect costs. The City Attorney's Office will receive a total of \$927,070 in funds for salaries and grant related costs for one DCA II, one new AC II, and one new LC I, a portion of indirect costs (capped by grantor at 10% of lead agency salaries and benefits), data costs, and grant mandated training and travel.

Acceptance Packet

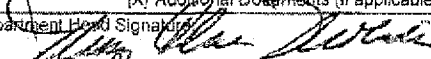
The above named Department has received an award for the Grant Program identified above, accepts full responsibility for the coordination and management of all Grant funds awarded to the City, and will adhere to any policies, procedures and compliance requirements set forth by the Grantor and its related 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 checked="" 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 checked="" type="checkbox"/> Additional Documents (if applicable) |

Department Head Name:

MARY CLARE MOLITOR

Department Head Signature:



Date:

9/26/2019

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 Award Notification and Acceptance
Grant Project Cost Breakdown**

Page 3 of 4

Grant Name: Prop 47 Grant Program - LA DOOR		Department:			
Grant Project Breakdown	Grant Funds	Additional Costs**		Total	Comments
		City Funds	Non-City Funds		
Salaries					
1010 Salaries General					
1020 Salaries Grant Reimbursed	562,064			562,064	
1070 Salaries As Needed					
1090 Overtime					
Salaries Total:	\$ 562,064	\$ -	\$ -	\$ 562,064	
Related Costs*					
	CAP Rate				
Fringe Benefits	48.12%	259,224		259,224	
Department Administration + Central Serv	35.99%	82,129	79,678	161,807	10% of CAP 38 reimbursable through grant, DCA II Indirect costs are already allocated to the General Fund
Related Costs Total:		\$ 341,353	\$ 79,678	\$ 421,031	
Expense					
2120 Printing & Binding					
2130 Travel	6,012			6,012	
3040 Contractual Services	5,072,930			5,072,930	Funding for SSG Project 180, WACDC, RAND, LA County PD
3310 Transportation					
4160 Governmental Meetings					
6010 Office Supplies					
6020 Operating Supplies	17,641			17,641	
7300 Equipment					
Overhead					
Expenses Total:	5,096,583			5,096,583	
Grand Total:	\$ 6,000,000	\$ 79,678	\$ -	\$ 6,079,678	
<p>*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.)</p> <p>**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.</p>					

**Grant Award Notification and Acceptance
Detail of Positions Salary Costs for Grant**

Page 4 of 4

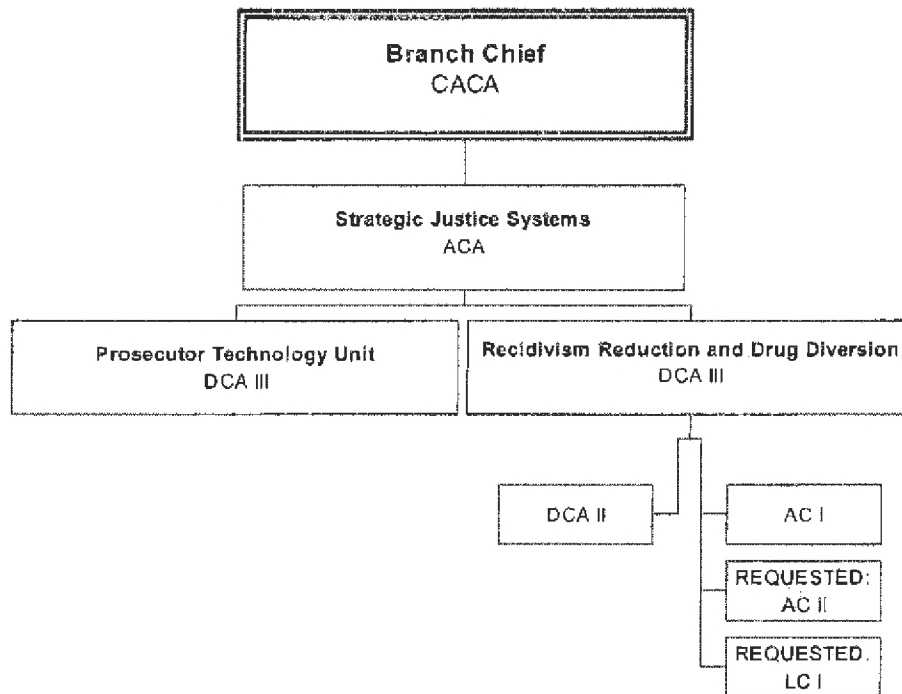
Prop 47 Grant Program - LA DOOR					Other Funding Sources							
Project Name:					City		Non-City					
Job Classification	Total	New	Existing	Grant Funding		Reimbursable*		Non-Reimbursable**		No.	Cost	Comments
				No.	Cost	No.	Cost	No.	Cost			
Deputy City Attorney II	1		1	1	\$ 112,476	1	\$ 112,476					23% FTE
Administrative Coordinator II	1	1		1	\$ 321,558	1	\$ 321,558					100% FTE
Legal Clerk I	1	1		1	\$ 128,030	1	\$ 128,030					100% FTE
Total:	3	2	1	3	\$ 562,064				\$ -		\$ -	

Indicate classification code by each position and percentage of time spent on this grant. The amounts shown here should only reflect salary costs. Related costs (fringe benefits, department administration and central services) are separate and when combined with salaries, will result in the full costs for personnel. *Reimbursable costs are savings to the City. These costs would include all currently City-funded positions working for the specified grant program activities that will be reimbursed by grant funds.

**Non-reimbursable costs may not be reimbursed by the Grant but could be used as a Match or as additional costs needed to enhance the program.

OFFICE OF THE LOS ANGELES CITY ATTORNEY

Criminal & Special Litigation Branch Recidivism Reduction and Drug Diversion



POSITION DESCRIPTION

City of Los Angeles

DO NOT USE THIS SPACE

1. Name of Employee: N/A - New Position	2. Employee's Present Class Title/Code: N/A New Position	3. Present Salary or Wage
4. Reason for Preparing Description: AC II (NEW) <input checked="" type="checkbox"/> New Position <input type="checkbox"/> Change in Existing Position <input type="checkbox"/> Routine Report of Duties <input type="checkbox"/> Review for Proper Allocation		Date Prepared: 9/26/2019
5. Location of office or place of work: City Hall East		6. Name of Department: City Attorney

7. Name and title of the person from whom you ordinarily receive instructions and who supervises or reviews your work:

Name: **Jamie Larson, DCA**Title: **Director: Recidivism Reduction and Drug Diversion Unit**

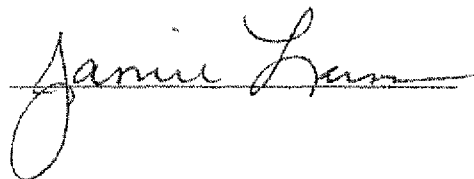
8. Describe in detail the duties and work of this position, describing each duty in a separate paragraph. Begin with the duties that normally take most of your time and then describe the duties that are infrequent. Be certain to tell what is done, how it is done and what materials or equipment are used. Using percentages, show the distribution of the total working time. Also, if the duties and responsibilities of the position have changed, indicate how and when the changes occurred.

PERCENT OF TIME	DUTIES
100% (overall)	<p>Responsible for fiscal, contractual, and programmatic management of \$12 million dollars of Proposition 47 funds which support the LA DOOR (Diversion Outreach and Opportunities for Recovery) Program, the City Attorney's comprehensive health-based drug intervention strategy that prioritizes mobile outreach, pre-booking diversion, and removal of legal barriers as an alternative approach to the traditional criminal justice system for drug addicted, homeless, and/or mentally ill persons. LA DOOR operations involve contracts with social service providers, housing partners, and evaluation partners as well as close collaboration with the LAPD (6 police divisions) and the Public Defender's Office. At max capacity, LA DOOR employs approximately 50 individuals through various sub-contracts, with approximately 30 staff positions available to staff from the re-entry population.</p> <p>Under the direction of the Director of Recidivism Reduction and Drug Diversion Unit, the AC II identifies and resolves financial, programmatic, and/or contractual compliance issues among program partners; develops financial accounting systems, policies, and procedures with appropriate checks and balances to ensure that LA DOOR financial and program activities are tracked consistently across all partners; provides training and support for partner agency personnel and fiscal agents; reviews invoices for accuracy, ensures all expenditures meet grant requirements; audits of program partners to ensure compliance with City, BSCC, and State Controller policies and procedures; develops and standardizes program operations, data collection, and other protocols in written manuals; supervises administrative staff assigned to LA DOOR to ensure smooth operation across all grant sites; facilitates team meetings, problem solving with leadership from program partners; provides program oversight and quality control; writes qualitative and quantitative progress reports as required under the grant; provides ongoing feedback and analysis regarding program success, needs for improvement, strategic planning, and other administrative topics.</p>

9. How long have the duties been substantially as described above? **N/A (new position)**10. List any machinery or equipment operated and any unusual or hazardous working conditions. **N/A**11. Percent of time spent supervising (training and evaluating employees, assigning and reviewing work). **20%**12. Indicate the number of employees supervised by class titles. **AC I, LC I**

13. I certify that the above statements are my own and to the best of my knowledge are accurate and complete.

Signature



Date

9/26/19

Extension

14. Indicate in what respects if any the duties and responsibilities on the other side are not sufficiently or accurately described, N/A

15. SUPERVISION RECEIVED: Describe the nature, frequency, or closeness of supervision received by the employee, including the way that the employee's work is assigned and reviewed. N/A

16. **REQUIREMENTS.** Indicate the minimum requirements to perform the duties of this position:

- (a) Education (include specific matter). College degree or higher.
- (b) Experience (type and length; list appropriate city classes, if any).

At least two years of full-time professional administrative experience, including at least one year as an Administrative Coordinator II, or equivalent or higher-level position. Direct experience with fiscal responsibility, grant management, program audits, data analysis, and reporting various metrics and outcomes. Initiative, excellent writing skills, strong organizational skills, the ability to exercise independent judgment, and can work well under pressure and time deadlines with a minimum amount of supervision. Experienced at collaborating closely with personnel from other city agencies or community groups as well as members of the public.

17. **PHYSICAL REQUIREMENTS.** Check below all physical capabilities needed to do this job.

Hours per week

Strength to: Lift Push Pull
Average weight Heaviest weight
 Climbing (stairs, ladders, poles)
How far
Face severe work conditions
Outdoors on/near water

SPECIAL NEED FOR:
 ___ Vision, to read fine print/numbers
 ___ Hearing, for telephones/alarms
 ___ Balance, for working heights
 Other/explain _____

EXTENSIVE USE OF:
☐ Legs, for walking/standing
☐ Hands and fingers
☐ Back, for strenuous labor
 Other/explain _____

Other/explain

- (a) List any alternative methods or devices that can be used to aid in meeting the physical requirements checked above.

18. RESPONSIBILITIES

- (a) **Policy and Methods:** The AC II is expected to develop and standardize policies and procedures for financial management of Proposition 47 funds, including setting reporting policies with program partners, developing program manuals, and developing and implementing standardized policies and procedures across grant operations (including programmatic, contractual, and fiscal operations)
- (b) **Materials or Products:** The AC II is expected to assist the unit Director with developing/improving data collection systems, producing operations manuals for replicating and expanding the LA DOOR model, and developing policies and procedures for LA DOOR operations.
- (c) **Machinery and equipment:** The AC II must be proficient in the operation of computers, especially financial and accounting systems, databases, and digital presentation tools.
- (d) **Money:** The AC II is the day-to-day fiscal monitor for \$12 million dollars of state grant funds administered by the BSCC. Tasks include ensuring that contractor expenditures are appropriate under grant guidelines, accurate and timely submission of invoices to BSCC, close collaboration with the City Attorney Budget Office to ensure smooth financial processing, and regular audit of contracted partners.
- (e) **Personal Contacts:** The AC II should be able to work closely and harmoniously with the public and personnel from other agencies, and will be tasked with coordinating meetings, events, and community outreach as well as problem solving with contracted partners.
- (f) **Records and reports:** In close collaboration with the unit Director, the AC II will assist in producing grant reports, keeping accurate records, ensuring data is captured appropriately, and tracking program impact in regular grant reports submitted to BSCC.

Signature of the immediate supervisor

Class Title _____

Signature of department head

Date _____

Extension

Date _____

POSITION DESCRIPTION City of Los Angeles

DO NOT USE THIS SPACE

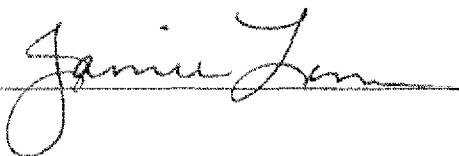
1. Name of Employee: N/A (New Position)	2. Employee's Present Class Title/Code: N/A (New Position)	3. Present Salary or Wage Rate	Date Prepared: July 5, 2019
4. Reason for Preparing Description: Legal Clerk I (NEW) <input checked="" type="checkbox"/> New Position <input type="checkbox"/> Routine Report of Duties <input type="checkbox"/> Change in Existing Position <input type="checkbox"/> Review for Proper Allocation			
5. Location of office or place of work: City Hall East		6. Name of Department: City Attorney	
7. Name and title of the person from whom you ordinarily receive instructions and who supervises or reviews your work: Name: Jamie Larson Title: Director: Recidivism Reduction and Drug Diversion Unit			

8. Describe in detail the duties and work of this position, describing each duty in a separate paragraph. Begin with the duties that normally take most of your time and then describe the duties that are infrequent. Be certain to tell what is done, how it is done and what materials or equipment are used. Using percentages, show the distribution of the total working time. Also, if the duties and responsibilities of the position have changed, indicate how and when the changes occurred.

PERCENT OF TIME	DUTIES
100%	
100% (overall)	<p>The responsibilities of the Legal Clerk I position are specific to the City Attorney's Proposition 47 grant funded LA DOOR program, a comprehensive health-based drug intervention strategy that prioritizes mobile outreach, pre-booking diversion, and removal of legal barriers as an alternative approach to the traditional criminal justice system for drug addicted, homeless, and/or mentally ill persons.</p> <p>The Legal Clerk I position, whose duties include general office and clerical tasks directly related to implementation of LA DOOR, include but are not limited to the following: typing; opening, logging and distributing mail; data entry; assisting in records retention; processing new participants by creating folders and labels; running participant criminal history information, including rap sheets, court dockets, and other systems; providing receptionist duties, answering calls, and greeting visitors; communicating with LA DOOR program partners, and other City departments, and the public; ordering and organizing supplies; and other duties as assigned.</p>

9. How long have the duties been substantially as described above? **N/A (new position)**
10. List any machinery or equipment operated and any unusual or hazardous working conditions. **N/A**
11. Percent of time spent supervising (training and evaluating employees, assigning and reviewing work). **0%**
12. Indicate the number of employees supervised by class titles.
13. I certify that the above statements are my own and to the best of my knowledge are accurate and complete.

Signature



Date

7/26/19

Extension

ITEMS TO BE FILLED IN BY THE IMMEDIATE SUPERVISOR

14. Indicate in what respects if any the duties and responsibilities on the other side are not sufficiently or accurately described. N/A
15. SUPERVISION RECEIVED: Describe the nature, frequency, or closeness of supervision received by the employee, including the way that the employee's work is assigned and reviewed. N/A
16. REQUIREMENTS. Indicate the minimum requirements to perform the duties of this position:
- (a) Education (include specific matter).
 - (b) Experience (type and length; list appropriate city classes, if any).

Applicants are required to pass a typing test at 35 w.p.m. net with five (5) errors maximum. This position requires an accurate typist who pays close attention to detail, is able to work under pressure with minimal supervision, and can perform in a team environment. Applicants must be able to lift boxes (up to 25 lbs). Valid Driver License is required; Applicant may be required to drive. Reliable attendance and punctuality are mandatory.

17. PHYSICAL REQUIREMENTS. Check below all physical capabilities needed to do this job. Hours per week 40
- | | | |
|---|--|--|
| <input checked="" type="checkbox"/> Strength to: <u> </u> Lift <u> </u> Push <u> </u> Pull <u> </u> | SPECIAL NEED FOR: | EXTENSIVE USE OF: |
| Average weight <u> </u> Heaviest weight <u>25lbs</u> | <u> </u> Vision, to read fine print/numbers | <u> </u> Legs, for walking/standing |
| <u> </u> Climbing (stairs, ladders, poles) | <u> </u> Hearing, for telephones/alarms | <u> </u> Hands and fingers |
| <u> </u> How far <u> </u> | <u> </u> Balance, for working heights | <u> </u> Back, for strenuous labor |
| <u> </u> Face severe work conditions | Other/explain <u> </u> | Other/explain <u> </u> |
| Outdoors <u> </u> on/near water <u> </u> | | |
| Other/explain <u> </u> | | |
- (a) List any alternative methods or devices that can be used to aid in meeting the physical requirements checked above.

18. RESPONSIBILITIES
- (a) Policy and Methods: n/a
 - (b) Materials or Products: n/a
 - (c) Machinery and equipment: Must be proficient in use of personal computer. Must be proficient Microsoft Word and Excel. Must be able to enter data accurately and efficiently.
 - (d) Money: n/a
 - (e) Personal Contacts: Will be responsible for basic office duties, requiring receptionist duties, taking messages, and communicating with members of the public, other city agencies, or non-city organizations.
 - (f) Records and reports: Must keep accurate records in files as directed.

Signature of the immediate supervisor *Janice L...* Date 9/26/19

Class Title Dea III Extension

Signature of department head *Ray Allen Howard* Date 9/26/2019

LOS ANGELES CITY COUNCIL RESOLUTION

Proposition 47 Grant

WHEREAS the ***Los Angeles City Attorney's Office*** desires to participate in the Proposition 47 Grant administered by the Board of State and Community Corrections (hereafter referred to as BSCC) to establish LA DOOR ("Diversion Outreach and Opportunities for Recovery") in Central Los Angeles. LA DOOR is a health-focused, comprehensive drug intervention approach that emphasizes field-based services, pre-bookings diversion, and community engagement to address substance dependence within specific neighborhoods and to limit the number of misdemeanor drug cases processed through the traditional criminal justice system.

NOW, THEREFORE, BE IT RESOLVED that the ***City Attorney, Michael N. Feuer***, be authorized on behalf of the ***City of Los Angeles*** to enter in the Grant Agreement with the BSCC, including any amendments thereof.

BE IT FURTHER RESOLVED that grant funds received hereunder shall not be used to supplant expenditures controlled by this body.

BE IT FURTHER RESOLVED that the ***Los Angeles City Attorney's Office*** agrees to abide by the terms and conditions of the Grant Agreement as set forth by the BSCC.

PASSED AND ADOPTED on _____
by the following vote of the City Council of the City of Los Angeles, to wit:

Ayes:

Noes:

Absent:

Signature: _____



LINDA M. PENNER
Chair

KATHLEEN T. HOWARD
Executive Director

STATE OF CALIFORNIA

BOARD OF STATE AND COMMUNITY CORRECTIONS

2590 VENTURE OAKS WAY, SUITE 200 • SACRAMENTO CA 95833 • 916.446.5073 • BSCC.CA.GOV



GAVIN NEWSOM
Governor

June 20, 2019

Mary Clare Molitor, Chief Assistant City Attorney
Los Angeles City Attorney's Office
200 North Main Street, 9th Floor
Los Angeles, California 90012

RE: Proposition 47 Grant Award

Dear Chief Assistant City Attorney Molitor:

Congratulations, the Board of State and Community Corrections (BSCC) is happy to announce the Los Angeles City Attorney's Office was selected to receive a Proposition 47 Grant Award at the BSCC's June 2019 Board meeting. Twenty-three agencies will be offered approximately \$96 million from August 15, 2019 to May 15, 2023 for programs and initiatives that provide mental health services, substance-use disorder treatment, and/or diversion programs for people in the criminal justice system.

In the next 60-days, BSCC staff will contact the Project Director and/or Financial Officer for additional administrative, program, and financial information. These activities include:

- Confirming the contact information of grant-funded staff;
- Emailing a Proposition 47 Grant Agreement;
- Requesting a Governing Board Resolution;
- Requesting a detailed Proposition 47 Grant Budget;
- Discussing program outcomes and metrics; and
- Identifying Grantee Orientation Participants.

Grant Agreement Documents

BSCC staff will email an electronic copy of the Proposition 47 Grant Agreement by June 30, 2019. Review the Grant Agreement and then complete the following:

- Carefully review the Grant Agreement and retain a copy for your records. Upon execution, this becomes your contractually obligated Scope of Work.
- Print two (2) copies of the Grant Agreement. **Both copies** must be signed and dated in blue ink by the Authorized Officer;
- Print, complete, and sign one (1) copy of Appendix B; and
- Mail a hard copy of the above to:

Board of State and Community Corrections
ATTN: Proposition 47 Grant
2590 Ventura Oaks Way, Suite 200
Sacramento, CA 95833

Please note the Proposition 47 Grant Agreement is not effective until the BSCC receives a signed Governing Board Resolution¹; and the Los Angeles City Attorney's Office and the BSCC have both signed the Proposition 47 Grant Agreement. The BSCC will not execute the grant agreement or process reimbursement claims until all prior mentioned activities are complete.

Grantee Orientation

The BSCC will host a Grantee Orientation on September 6, 2019 in Sacramento. The purpose of the Grantee Orientation is to review grant requirements; administrative responsibilities; invoicing processes and procedures; data collection, reporting and evaluation obligations; and other grant management activities.

Each Grantee may bring a team of up to four individuals. At a minimum, attendance is required for the individuals identified as the Project Director and Financial Officer. If known, a community-based service provider and project evaluator are encouraged to attend. Additional details on the Grantee Orientation will be provided in the coming weeks.

Additional Information

To learn more about the Proposition 47 Grant Program please visit our webpage at http://www.bscc.ca.gov/s_bsccprop47/. For additional information on other projects recommended for funding, please view the following press release [Board Awards \\$96 Million in Prop 47 Grants](#).

Again, congratulations on your agency's successful Proposition 47 proposal! BSCC team members will be contacting you soon to share and request different documents. In the interim, please do not hesitate to contact me if you have questions or if I can be of any assistance.

Sincerely,

Ricardo Goodridge

Ricardo Goodridge, Field Representative
Board of State and Community Corrections
2590 Venture Oaks Way, Suite 200
Sacramento, CA 95833

¹ A sample Governing Board Resolution is provided for reference.

STANDARD AGREEMENT

STD 213 (Rev 10-2018)

AGREEMENT NUMBER

BSCC 538-19

PURCHASING AUTHORITY NUMBER (If Applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

BOARD OF STATE AND COMMUNITY CORRECTIONS

CONTRACTOR NAME

CITY OF LOS ANGELES**2. The term of this Agreement is:**

START DATE

AUGUST 15, 2019

THROUGH END DATE

MAY 15, 2023**3. The maximum amount of this Agreement is:****\$6,000,000****4. The parties agree to comply with the terms and conditions of the following exhibits and attachments, which are by this reference made a part of the Agreement.**

EXHIBITS	TITLE	PAGES
Exhibit A	Scope of Work	3
Exhibit B	Budget Detail and Payment Provisions	5
Exhibit C	General Terms and Conditions (04/2017)	4
Exhibit D	Special Terms and Conditions	5
Attachment 1	Cohort 2 Prop 47 Request for Proposal*	*
Attachment 2	2019 Prop 47 Application for Funding	57
Appendix A	Proposition 47 2019 Scoring Panel	1
Appendix B	Grantee Assurance for Third Party Non-Governmental Organizations	2

* This item is hereby incorporated by reference and can be viewed at: http://www.bscc.ca.gov/s_bsccprop47/**IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.****CONTRACTOR**

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

CITY OF LOS ANGELES

CONTRACTOR BUSINESS ADDRESS

200 N. Main Street, Suite 800

CITY

Los Angeles

STATE

CA

ZIP

90012

PRINTED NAME OF PERSON SIGNING

Michael N. Feuer

TITLE

Los Angeles City Attorney

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

**STATE OF CALIFORNIA**

CONTRACTING AGENCY NAME

BOARD OF STATE AND COMMUNITY CORRECTIONS

CONTRACTING AGENCY ADDRESS

2590 Venture Oaks Way, Ste 200

CITY

Sacramento

STATE

CA

ZIP

95833

PRINTED NAME OF PERSON SIGNING

MARY JOLLS

TITLE

Deputy Director

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED



**EXHIBIT A
SCOPE OF WORK**

1. GRANT AGREEMENT – PROPOSITION 47 GRANT PROGRAM

This Grant Agreement is between the State of California, Board of State and Community Corrections, hereafter referred to as BSCC and the City of Los Angeles, acting by and through its Office of the City Attorney, hereafter referred to as Grantee or Contractor.

2. PROJECT SUMMARY AND ADMINISTRATION

- A. The Los Angeles City Attorney's Office seeks to expand its transformative LA DOOR (Diversion Outreach and Opportunities for Recovery) model to reach areas in Central and Downtown Los Angeles most in need of robust Proposition 47 services. LA DOOR expansion will provide the following services to a minimum of 750 participants during the grant cycle: 1) peer-led mobile social services consistently delivered to five hotspot locations with high numbers of individuals experiencing homelessness, substance dependence, and mental illness, 2) expansion of pre-booking diversion on Proposition 47 drug possession arrests to include Central, Rampart, and Newton LAPD divisions where these arrest numbers are highest, and 3) proactive removal of participant legal barriers through collaborative City Attorney and Public Defender partnerships. With LA DOOR expansion, the City Attorney's Office continues to demonstrate commitment to advancing opportunities for treating addiction and mental illness through community health approaches rather than relying solely on traditional prosecution methods.
- B. Grantee agrees to administer the project in accordance with Attachment 1: Cohort 2 Prop 47 Request for Proposal (incorporated by reference) and Attachment 2: 2019 Prop 47 Application for Funding, which is attached and hereto and made part of this agreement.

3. PROJECT OFFICIALS

- A. The BSCC's Executive Director or designee shall be the BSCC's representative for administration of the Grant Agreement and shall have authority to make determinations relating to any controversies that may arise under or in connection with the interpretation, performance, or payment for work performed under this Grant Agreement.
- B. The Grantee's project officials shall be those identified as follows:

Authorized Officer with legal authority to sign:

Name: Micheal N. Feuer
Title: Los Angeles City Attorney
Address: 200 N. Main Street, Suite 800, Los Angeles CA 90012
Phone: (213) 978-8100

Designated Financial Officer authorized to receive warrants:

Name: Michiko Reyes
Title: Budget Director
Address: 200 N. Main Street, Suite 800, Los Angeles CA 90012
Phone: (213) 978-7020
Email: michiko.reyes@lacity.org

**EXHIBIT A
SCOPE OF WORK**

Project Director authorized to administer the project:

Name: Mary Clare Molitor
Title: Chief Assistant City Attorney
Address: 200 N. Main Street, Suite 800, Los Angeles CA 90012
Phone: (213) 978-4099
Email: mc.molitor@lacity.org

- C. Either party may change its project representatives upon written notice to the other party.
- D. By signing this Grant Agreement, the Authorized Officer listed above warrants that he or she has full legal authority to bind the entity for which he or she signs.

4. DATA COLLECTION

Grantees will be required to comply with all of the data collection and reporting requirements as described in Attachment 1: Cohort 2 Prop 47 Request for Proposal and Attachment 2: 2019 Prop 47 Application for Funding.

5. PROGRESS REPORTS AND EVALUATIONS

A. Quarterly Progress Reports

Grantee will submit quarterly progress reports in a format prescribed by the BSCC. These reports, which will describe progress made on program objectives and include required data, shall be submitted according to the following schedule:

Progress Report Periods	Due no later than:
1. August 15, 2019 to December 31, 2019	February 15, 2020
2. January 1, 2020 to March 31, 2020	May 15, 2020
3. April 1, 2020 to June 30, 2020	August 15, 2020
4. July 1, 2020 to September 30, 2020	November 15, 2020
5. October 1, 2020 to December 31, 2020	February 15, 2021
6. January 1, 2021 to March 31, 2021	May 15, 2021
7. April 1, 2021 to June 30, 2021	August 15, 2021
8. July 1, 2021 to September 30, 2021	November 15, 2021
9. October 1, 2021 to December 31, 2021	February 15, 2022
10. January 1, 2022 to March 31, 2022	May 15, 2022
11. April 1, 2022 to June 30, 2022	August 15, 2022
12. July 1, 2022 to September 30, 2022	November 30, 2022
13. October 1, 2022 to December 31, 2022	February 15, 2023
14. January 1, 2023 to February 15, 2023	March 31, 2023

B. Evaluation Reports

- | | |
|--------------------------|---|
| 1. Local Evaluation Plan | Due no later than:
December 31, 2019 |
|--------------------------|---|

**EXHIBIT A
SCOPE OF WORK**

- 2. Two-Year Preliminary Evaluation Report August 15, 2021
- 3. Final Local Evaluation Report May 15, 2023

C. Grantees shall submit all other reports and data as required by the BSCC.

6. PROJECT RECORDS

- A. The Grantee shall establish an official file for the project. The file shall contain adequate documentation of all actions taken with respect to the project, including copies of this Grant Agreement, approved program/budget modifications, financial records and required reports.
- B. The Grantee shall establish separate accounting records and maintain documents and other evidence sufficient to properly reflect the amount, receipt, and disposition of all project funds, including grant funds and any leveraged funds by the Grantee and the total cost of the project. Source documentation includes copies of all awards, applications, approved modifications, financial records and narrative reports.
- C. Personnel and payroll records shall include the time and attendance reports for all individuals reimbursed under the grant, whether they are employed full-time or part-time. Time and effort reports are required for consultants (subcontractors).
- D. The grantee shall maintain documentation of donated goods and/or services, including the basis for valuation.
- E. Grantee agrees to protect records adequately from fire or other damage. When records are stored away from the Grantee's principal office, a written index of the location of records stored must be on hand and ready access must be assured.
- F. All Grantee records relevant to the project must be preserved a minimum of three (3) years after closeout of the grant project and shall be subject at all reasonable times to inspection, examination, monitoring, copying, excerpting, transcribing, and auditing by the BSCC or designees. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three-year period, the records must be retained until the completion of the action and resolution of all issues which arise from it or until the end of the regular three-year period, whichever is later.

7. CONFLICT OF INTEREST

- A. Existing law prohibits any grantee, subgrantee, partner or like party who participated on the Proposition 47 Scoring Panel (see Appendix A) from receiving funds from the Proposition 47 grants awarded under this RFP. Applicants who are awarded grants under this RFP are responsible for reviewing the Proposition 47 Scoring Panel membership roster (see Appendix A) and ensuring that no grant dollars are passed through to any entity represented by the members of the Scoring Panel.
- B. In cases of an actual conflict of interest with a Scoring Panel member, the Board may revoke the grant award and legal consequences could exist for the parties involved, including, but not limited to, repayment of the grant award.

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

1. INVOICING AND PAYMENTS

- A. **Monthly Invoicing:** The Grantee shall be paid monthly in arrears by submitting an invoice (Form 201) to the BSCC that outlines actual expenditures claimed for the invoicing period.

Grant Cycle Monthly Invoicing Periods	Due no later than:
1. August 15, 2019 to September 30, 2019	November 15, 2019
2. October 1, 2019 to October 31, 2019	December 15, 2019
3. November 1, 2019 to November 30, 2019	January 15, 2020
4. December 1, 2019 to December 31, 2019	February 15, 2020
5. January 1, 2020 to January 31, 2020	March 15, 2020
6. February 1, 2020 to February 28, 2020	April 15, 2020
7. March 1, 2020 to March 31, 2020	May 15, 2020
8. April 1, 2020 to April 30, 2020	June 15, 2020
9. May 1, 2020 to May 31, 2020	July 15, 2020
10. June 1, 2020 to June 30, 2020	August 15, 2020
11. July 1, 2020 to July 31, 2020	September 15, 2020
12. August 1, 2020 to August 31, 2020	October 15, 2020
13. September 1, 2020 to September 30, 2020	November 15, 2020
14. October 1, 2020 to October 31, 2020	December 15, 2020
15. November 1, 2020 to November 30, 2020	January 15, 2021
16. December 1, 2020 to December 31, 2020	February 15, 2021
17. January 1, 2021 to January 31, 2021	March 15, 2021
18. February 1, 2021 to February 28, 2021	April 15, 2021
19. March 1, 2021 to March 31, 2021	May 15, 2021
20. April 1, 2021 to April 30, 2021	June 15, 2021
21. May 1, 2021 to May 31, 2021	July 15, 2021
22. June 1, 2021 to June 30, 2021	August 15, 2021
23. July 1, 2021 to July 31, 2021	September 15, 2021
24. August 1, 2021 to August 31, 2021	October 15, 2021
25. September 1, 2021 to September 30, 2021	November 15, 2021
26. October 1, 2021 to October 31, 2021	December 15, 2021
27. November 1, 2021 to November 30, 2021	January 15, 2022
28. December 1, 2021 to December 31, 2021	February 15, 2022
29. January 1, 2022 to January 31, 2022	March 15, 2022
30. February 1, 2022 to February 29, 2022	April 15, 2022
31. March 1, 2022 to March 31, 2022	May 15, 2022
32. April 1, 2022 to April 30, 2022	June 15, 2022
33. May 1, 2022 to May 31, 2022	July 15, 2022
34. June 1, 2022 to June 30, 2022	August 15, 2022
35. July 1, 2022 to July 31, 2022	September 15, 2022
36. August 1, 2022 to August 31, 2022	October 15, 2022

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

37. September 1, 2022 to September 30, 2022	November 15, 2022
38. October 1, 2022 to October 31, 2022	December 15, 2022
39. November 1, 2022 to November 30, 2022	January 15, 2023
40. December 1, 2022 to December 31, 2022	February 15, 2023
41. January 1, 2023 to January 31, 2023	March 15, 2023
42. February 1, 2023 to February 15, 2023	April 15, 2023
Evaluation Invoicing Period*	Due no later than
43. February 16, 2023 to March 31, 2023	May 15, 2023
44. April 1, 2023 to May 15, 2023	June 30, 2023

**Note: Only expenditures associated with completion of the Final Local Evaluation Report may be included on invoices due for the Evaluation Invoicing Period.*

- B. All grant project expenditures (excluding Final Local Evaluation Report costs) and all obligated leverage contributions must be incurred by the end of the grant project cycle, February 15, 2023, and included on the final invoice due April 15, 2023. Project costs/leveraged contributions incurred after February 15, 2023 will not be reimbursed/eligible for contribution.
- C. The Final Local Evaluation Report is due to the BSCC by May 15, 2023. Only those expenditures incurred solely for the completion of the Final Local Evaluation Report will be reimbursed during the Evaluation Invoicing Period (invoices 43, 44, due dates listed above). All fiscal supporting documentation for expenditures related to the Final Local Evaluation Report must be submitted to the BSCC by the due date of the final invoice due on June 30, 2023.
- D. An invoice is due to the BSCC even if grant funds are not expended during the reporting period. Supporting documentation must be submitted for expenditures upon BSCC's request. All supporting documentation must be maintained by the grantee on site and be readily available for review during BSCC site visit.

2. GRANT AMOUNT AND LIMITATION

- A. In no event shall the BSCC be obligated to pay any amount in excess of the grant award. Grantee waives any and all claims against the BSCC, and the State of California on account of project costs that may exceed the sum of the grant award.
- B. Under no circumstance will a budget item change be authorized that would cause the project to exceed the amount of the grant award identified in this Grant Agreement. In no event shall changes be authorized for the Indirect Costs/Administrative Overhead line item that would result in that item exceeding the BSCC approved budgeted amount calculated in conformance with the requirements of the Cohort 2 Request for Proposals.

3. BUDGET CONTINGENCY CLAUSE

- A. This grant agreement is valid and enforceable only if sufficient funds are made available through the annual transfer of savings generated by Proposition 47 from the General Fund to the Safe Neighborhoods and Schools Fund and subsequent transfer

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

from the Safe Neighborhoods and Schools Fund to the Second Chance Fund. (Gov. Code, § 7599.1 & Pen. Code, § 6046.2.) On or before July 31st of each fiscal year the Department of Finance will calculate the state savings associated with Proposition 47 and certify the calculation to the State Controller who shall transfer those funds to the Safe Neighborhoods and Schools Fund. (Gov. Code, § 7599.1.) The grantee agrees that the BSCC's obligation to pay any sum to the grantee under any provision of this agreement is contingent upon the availability of sufficient funding transferred to the Safe Neighborhoods and Schools Fund and subsequent transfer to the Second Chance Fund.

- B. If Proposition 47 funding for any fiscal year is reduced or falls below estimates contained within the Cohort 2 Proposition 47 Request for Proposals, the BSCC shall have the option to either cancel this Grant Agreement with no liability occurring to the BSCC or offer an amendment to this agreement to the Grantee to reflect a reduced amount.
- C. If BSCC cancels the agreement pursuant to Paragraph 3(B) or Grantee does not agree to an amendment in accordance with the option provided by Paragraph 3(B), it is mutually agreed that the Grant Agreement shall have no further force and effect. In this event, the BSCC shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Agreement and Grantee shall not be obligated to perform any provisions of this Grant Agreement except that Grantee shall be required to maintain all project records required by Paragraph 6 of Exhibit A for a period of three (3) years following the termination of this agreement.

4. PROJECT COSTS

- A. The Grantee agrees to comply with the BSCC Grant Administration Guide requirements as posted on the BSCC website (currently the BSCC Grant Administration Guide July 2016) including any updated version that may be posted during term of the grant agreement. The BSCC will notify grantees whenever an updated version is posted. The BSCC Grant Administration Guide is available at <http://www.bscc.ca.gov/downloads/BSCC%20Grant%20Admin%20Guide%20July%202016.pdf>.
- B. The provisions of the BSCC Grant Administration Guide are incorporated by reference into this agreement and Grantee shall be responsible for adhering to the requirements set forth therein. To the extent any of the provisions of the BSCC Grant Administration Guide and this agreement conflict, the language in this agreement shall prevail.
- C. Grantee is responsible for ensuring that invoices submitted to the BSCC claim actual expenditures for eligible project costs.
- D. Grantee shall, upon demand, remit to the BSCC any grant funds not expended for eligible project costs or an amount equal to any grant funds expended by the Grantee in violation of the terms, provisions, conditions or commitments of this Grant Agreement.

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

- E. Grant funds must be used to support new program activities or to augment existing funds that expand current program activities. Grant funds shall not replace (supplant) any federal, state and/or local funds that have been appropriated for the same purpose. Violations can result in recoupment of monies provided under this grantor suspension of future program funding through BSCC grants.

5. PROMPT PAYMENT CLAUSE

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

6. WITHHOLDING OF GRANT DISBURSEMENTS

- A. The BSCC may withhold all or any portion of the grant funds provided by this Grant Agreement in the event the Grantee has materially and substantially breached the terms and conditions of this Grant Agreement.
- B. At such time as the balance of state funds allocated to the Grantee reaches five percent (5%), the BSCC may withhold that amount as security, to be released to the Grantee upon compliance with all grant provision, including:
 - 1) submittal and approval of the final invoice;
 - 2) submittal and approval of the final progress report; and
 - 3) submittal and approval of any additional required reports.
- C. The BSCC will not reimburse Grantee for costs identified as ineligible for grant funding. If grant funds have been provided for costs subsequently deemed ineligible, the BSCC may either withhold an equal amount from future payments to the Grantee or require repayment of an equal amount to the State by the Grantee.
- D. In the event that grant funds are withheld from the Grantee, the BSCC's Executive Director or designee shall notify the Grantee of the reasons for withholding and advise the Grantee of the time within which the Grantee may remedy the failure or violation leading to the withholding.

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

7. PROJECT BUDGET

Budget Line Item	A. Grant Funds	B. Leveraged Funds	C. Total Project Value (A+B)	Percentage of Funds
1. Salaries and Benefits (Lead Agency only)	848,584	-	848,584	
2. Services and Supplies (Lead Agency only)	-	-	-	
3. Professional Services & Public Agency Subcontracts	166,764	289,803	456,567	
4. Community-Based Organization Subcontracts (minimum 50%)	4,456,166	2,222,410	6,678,576	74%
5. Indirect Costs (Lead Agency only)	58,074	26,784	84,858	
6. Data Collection and Evaluation (at least 5 percent (or \$25,000, whichever is greater) but not more than 10 percent)	450,000	-	450,000	7.5%
7. Fixed Assets/Equipment (Lead Agency only)	-	-	-	
8. Other (Travel, Training, etc.) (Lead Agency only)	20,412	-	20,412	
TOTALS	\$6,000,000	\$2,538,997	\$8,538,997	

EXHIBIT C
GENERAL TERMS AND CONDITIONS (04/2017)

1. **APPROVAL:** This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. **AMENDMENT:** No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. **ASSIGNMENT:** This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. **AUDIT:** Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. **INDEMNIFICATION:** Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
6. **DISPUTES:** Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. **TERMINATION FOR CAUSE:** The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.
8. **INDEPENDENT CONTRACTOR:** Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.
9. **RECYCLING CERTIFICATION:** The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of

EXHIBIT C
GENERAL TERMS AND CONDITIONS (04/2017)

Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

- 10. NON-DISCRIMINATION CLAUSE:** During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

- 11. CERTIFICATION CLAUSES:** The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 (<http://www.dqs.ca.gov/ols/Resources/StandardContractLanguage.aspx>) are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

- 12. TIMELINESS:** Time is of the essence in this Agreement.

- 13. COMPENSATION:** The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

- 14. GOVERNING LAW:** This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

- 15. ANTITRUST CLAIMS:** The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

EXHIBIT C
GENERAL TERMS AND CONDITIONS (04/2017)

- A. The Government Code Chapter on Antitrust claims contains the following definitions:
- 1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
 - 2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.
- B. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.
- C. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.
- D. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.
- 16. CHILD SUPPORT COMPLIANCE ACT:** For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:
- A. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
 - B. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
- 17. UNENFORCEABLE PROVISION:** In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

EXHIBIT C
GENERAL TERMS AND CONDITIONS (04/2017)

18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

- A. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)
- B. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER: If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

1. GRANTEE'S GENERAL RESPONSIBILITY

- A. Grantee agrees to comply with all terms and conditions of this Grant Agreement. Review and approval by the BSCC is solely for the purpose of proper administration of grant funds and shall not be deemed to relieve or restrict the Grantee's responsibility.
- B. Grantee is responsible for the performance of all project activities identified in Attachment 1: Cohort 2 Prop 47 Request for Proposal and Attachment 2: 2019 Prop 47 Application for Funding.
- C. Grantee shall immediately advise the BSCC of any significant problems or changes that arise during the course of the project.

2. GRANTEE ASSURANCES AND COMMITMENTS

- A. Compliance with Laws and Regulations
This Grant Agreement is governed by and shall be interpreted in accordance with the laws of the State of California. Grantee shall at all times comply with all applicable State laws, rules and regulations, and all applicable local ordinances.
- B. Fulfillment of Assurances and Declarations
Grantee shall fulfill all assurances, declarations, representations, and statements made by the Grantee in Attachment 1: Cohort 2 Prop 47 Request for Proposal, Attachment 2: 2019 Prop 47 Application for Funding, documents, amendments, approved modifications, and communications filed in support of its request for grant funds.
- C. Permits and Licenses
Grantee agrees to procure all permits and licenses necessary to complete the project, pay all charges and fees, and give all notices necessary or incidental to the due and lawful proceeding of the project work.

4. POTENTIAL SUBCONTRACTORS

- A. In accordance with the provisions of this Grant Agreement, the Grantee may subcontract with consultants for services needed to implement and/or support program activities. Grantee agrees that in the event of any inconsistency between this Grant Agreement and Grantee's agreement with a subcontractor, the language of this Grant Agreement will prevail.
- B. Nothing contained in this Grant Agreement or otherwise, shall create any contractual relation between the BSCC and any subcontractors, and no subcontract shall relieve the Grantee of his responsibilities and obligations hereunder. The Grantee agrees to be as fully responsible to the BSCC for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Grantee. The Grantee's obligation to pay its subcontractors is an independent obligation from the BSCC's obligation to make payments to the Grantee. As a result, the BSCC shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

- C. Grantee shall ensure that all subcontractors comply with all requirements of this Grant Agreement, including the eligibility requirements stated in the Cohort 2 Proposition 47 RFP and described in Appendix B.
- D. Grantee assures that for any subcontract awarded by the Grantee, such insurance and fidelity bonds, as is customary and appropriate, will be obtained.
- E. Grantee agrees to place appropriate language in all subcontracts for work on the project requiring the Grantee's subcontractors to:

1) Books and Records

Maintain adequate fiscal and project books, records, documents, and other evidence pertinent to the subcontractor's work on the project in accordance with generally accepted accounting principles. Adequate supporting documentation shall be maintained in such detail so as to permit tracing transactions from the invoices, to the accounting records, to the supporting documentation. These records shall be maintained for a minimum of three (3) years after the acceptance of the final grant project audit under the Grant Agreement, and shall be subject to examination and/or audit by the BSCC or designees, state government auditors or designees, or by federal government auditors or designees.

2) Access to Books and Records

Make such books, records, supporting documentations, and other evidence available to the BSCC or designee, the State Controller's Office, the Department of General Services, the Department of Finance, California State Auditor, and their designated representatives during the course of the project and for a minimum of three (3) years after acceptance of the final grant project audit. The Subcontractor shall provide suitable facilities for access, monitoring, inspection, and copying of books and records related to the grant-funded project.

5. PROJECT ACCESS

Grantee shall ensure that the BSCC, or any authorized representative, will have suitable access to project activities, sites, staff and documents at all reasonable times during the grant period including those maintained by subcontractors. Access to program records will be made available by both the grantee and the subcontractors for a period of three (3) years following the end of the project period.

6. ACCOUNTING AND AUDIT REQUIREMENTS

- A. Grantee agrees that accounting procedures for grant funds received pursuant to this Grant Agreement shall be in accordance with generally accepted government accounting principles and practices, and adequate supporting documentation shall be maintained in such detail as to provide an audit trail. Supporting documentation shall permit the tracing of transactions from such documents to relevant accounting records, financial reports and invoices.
- B. The BSCC reserves the right to call for a program or financial audit at any time between the execution of this Grant Agreement and 3 years following the end of the

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

grant period. At any time, the BSCC may disallow all or part of the cost of the activity or action determined to not be in compliance with the terms and conditions of this Grant Agreement, or take other remedies legally available.

- C. Pursuant to Government Code Section 7599.2 (c), grantees are subject to audits by the State Controller's Office and must comply with requirements and instructions provided by that office.

7. MODIFICATIONS

No change or modification in the project will be permitted without prior written approval from the BSCC. Changes may include modification to project scope, changes to performance measures, compliance with collection of data elements, and other significant changes in the budget or program components contained in the Application for Funding. Changes shall not be implemented by the project until authorized by the BSCC.

8. TERMINATION

- A. This Grant Agreement may be terminated by the BSCC at any time after grant award and prior to completion of project upon action or inaction by the Grantee that constitutes a material and substantial breach of this Grant Agreement. Such action or inaction includes but is not limited to:

- 1) substantial alteration of the scope of the grant project without prior written approval of the BSCC;
- 2) refusal or inability to complete the grant project in a manner consistent with Attachment 1: Cohort 2 Prop 47 Request for Proposal, Attachment 2: 2019 Prop 47 Application for Funding, or approved modifications;
- 3) failure to provide the required local leveraged share of the total project costs; and
- 4) failure to meet prescribed assurances, commitments, recording, accounting, auditing, and reporting requirements of the Grant Agreement.

- B. Prior to terminating the Grant Agreement under this provision, the BSCC shall provide the Grantee at least 30 calendar days written notice stating the reasons for termination and effective date thereof. The Grantee may appeal the termination decision in accordance with the instructions listed in Exhibit D: Special Terms and Conditions, Number 8. Settlement of Disputes.

9. SETTLEMENT OF DISPUTES

- A. The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute persists, the Grantee shall submit to the BSCC Corrections Planning and Grant Programs Division Deputy Director a written demand for a final decision regarding the disposition of any dispute between the parties arising under, related to, or involving this Grant Agreement. Grantee's written demand shall be fully supported by factual information. The BSCC Corrections Planning and Grant Programs Division Deputy Director shall have 30 days after receipt of Grantee's written demand invoking this Section "Disputes" to render a written decision. If a written decision is not rendered within 30 days after receipt of the Grantee's demand, it shall be deemed a decision

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

adverse to the Grantee's contention. If the Grantee is not satisfied with the decision of the BSCC Corrections Planning and Grant Programs Division Deputy Director, the Grantee may appeal the decision, in writing, within 15 days of its issuance (or the expiration of the 30 day period in the event no decision is rendered), to the BSCC Executive Director, who shall have 45 days to render a final decision. If the Grantee does not appeal the decision of the BSCC Corrections Planning and Grant Programs Division Deputy Director, the decision shall be conclusive and binding regarding the dispute and the Contractor shall be barred from commencing an action in court, or with the Victims Compensation Government Claims Board, for failure to exhaust Grantee's administrative remedies.

- B. Pending the final resolution of any dispute arising under, related to or involving this Grant Agreement, Grantee agrees to diligently proceed with the performance of this Grant Agreement, including the providing of services in accordance with the Grant Agreement. Grantee's failure to diligently proceed in accordance with the State's instructions regarding this Grant Agreement shall be considered a material breach of this Grant Agreement.
- C. Any final decision of the State shall be expressly identified as such, shall be in writing, and shall be signed by the Executive Director, if an appeal was made. If the Executive Director fails to render a final decision within 45 days after receipt of the Grantee's appeal for a final decision, it shall be deemed a final decision adverse to the Grantee's contentions. The State's final decision shall be conclusive and binding regarding the dispute unless the Grantee commences an action in a court of competent jurisdiction to contest such decision within 90 days following the date of the final decision or one (1) year following the accrual of the cause of action, whichever is later.
- D. The dates of decision and appeal in this section may be modified by mutual consent, as applicable, excepting the time to commence an action in a court of competent jurisdiction.

9. UNION ACTIVITIES

For all agreements, except fixed price contracts of \$50,000 or less, the Grantee acknowledges that applicability of Government Code §§16654 through 16649 to this Grant Agreement and agrees to the following:

- A. No State funds received under the Grant Agreement will be used to assist, promote or deter union organizing.
- B. Grantee will not, for any business conducted under the Grant Agreement, use any State property to hold meetings with employees or supervisors, if the purpose of such meetings is to assist, promote or deter union organizing, unless the State property is equally available to the general public for holding meetings.
- C. If Grantee incurs costs or makes expenditures to assist, promote or deter union organizing, Grantee will maintain records sufficient to show that no reimbursement from State funds has been sought for these costs, and that Grantee shall provide those records to the Attorney General upon request.

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

10. WAIVER

The parties hereto may waive any of their rights under this Grant Agreement unless such waiver is contrary to law, provided that any such waiver shall be in writing and signed by the party making such waiver.

APPENDIX A

Proposition 47 2019 Scoring Panel Membership

	Name	Title / Organization	Geographic Location (County)
1	Gordon Baranco - <i>Scoring Panel Chair</i>	Retired Judge, BSCC Board Member	Alameda
2	Michelle Scray Brown	Chief Probation Officer, San Bernardino County	San Bernardino
3	Edgar Campos	Principal Manager, EC Consulting	Los Angeles
4	Sharon Green	Founder & Executive Director, Victor Valley Family Resource Center	San Bernardino
5	Curtis Hill	Board Member, California Victim Compensation Board	San Benito
6	Tony Hobson, Ph.D.	Behavioral Health Director, Plumas County Behavioral Health	Plumas
7	Stephanie Kozofsky	Regional Impact Coordinator, Leadership for Educational Equity	Los Angeles
8	Kelly Martin	Custody Supervisor, El Monte Police Department	Los Angeles
9	Karen McDaniel	Co-Founder & Executive Director, The Place4Grace	Riverside
10	Lois Perkins	CEO, Life Community Development	San Bernardino
11	Patrick Rowe	Deputy, Sacramento County Sheriff's Department	Sacramento
12	Sarah Ruby	Deputy Public Defender, Santa Clara County Public Defender's Office	Santa Clara
13	Dorothea "Lynn" White	Employee Relations Officer, California Department of Corrections & Rehabilitation - Valley State Prison	Merced