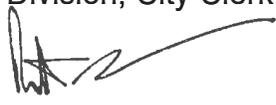


CITY OF LOS ANGELES
INTER-DEPARTMENTAL CORRESPONDENCE

0130-01589-0038

Date: September 17, 2021

To: The Mayor
The CouncilAttn: Heleen Ramirez, Legislative Coordinator, Mayor's Office
Patrice Lattimore, Council and Public Services Division, City Clerk's OfficeFrom: Matthew W. Szabo, City Administrative Officer Subject: **PHASE II ECIVIS GRANTS MANAGEMENT PROGRAM – GRANT ACCEPTANCE PACKET FOR THE LOS ANGELES COUNTY GRANT AWARD DISPUTE RESOLUTION PROGRAM (RESTORATIVE JUSTICE)**

Attached is the Grant Acceptance Packet (Packet) for a grant award in the amount of \$137,810 from the County of Los Angeles Department of Workforce Development, Aging and Community Services for the period from July 1, 2021 through June 30, 2022 for the City Attorney's Dispute Resolution Program (DRP). There is a match requirement (cash or in-kind) of 25 percent or \$34,453.

Grant funding will support the Neighborhood Justice Program (NJP), which provides eligible first-time, non-violent misdemeanor offenders the opportunity to participate in a pre-filing diversion program in-lieu of having their cases filed and processed through the traditional criminal justice system. The total cost of the program is \$172,263, of which \$137,810 will be reimbursed to the City as follows: salaries (\$92,679), partial related costs (\$40,379), and office supplies (\$4,752). The grant funding will support one existing Administrative Coordinator I position, and partially support one Deputy City Attorney III (5%) position. The remaining program cost of \$34,453 is the City's match requirement, which will be met through partial related costs (\$15,700, and volunteer hours (\$18,753). Therefore, the total program cost of \$172,263 consists of \$137,810 in grant funds and \$34,453 in City match funds. There is no additional impact on the General Fund in that the related costs are included in the City Attorney's 2021-22 Adopted Budget.

As a participant in the Grants Pilot Program, the City Attorney's Office submitted the Packet for review and analysis by the City Administrative Officer (CAO) Grants Oversight Unit and the assigned CAO analyst. This Office reviewed the Packet for completeness, conducted a concise analysis, prepared a Fiscal Impact Statement, and checked for compliance with the City's Financial Policies. 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 Packet, please contact Angelo Yenke at (213) 473-7524.

MWS:EFR:AY:04220016

Attachment

OFFICE OF THE CITY ADMINISTRATIVE OFFICER

Review of Grant Award and Acceptance Determination

Recipient City Department: Office of the City Attorney		Award Notification Date: July 1, 2021	
Grant Award Title: Dispute Resolution Program (Restorative Justice)		Grant Amount: \$137,810 Prior Grant Award(s): \$137,810	
Awarding Agency: County of Los Angeles			
Grant Agreement Number/Reference: DRP192008/C.F. 19-1194	Performance Start Date: 7/1/2021	Performance End Date: 6/30/2022	
Purpose: The Office of the City Attorney requests authority to accept a grant award of \$137,810 for the Fiscal Year 21-22 Dispute Resolution Program (Restorative Justice) from the County of Los Angeles Department of Workforce Development, Aging and Community Services for the period of July 1, 2021 through June 30, 2022. The total program cost is \$172,263, consisting of \$137,810 in grant funds and \$34,453 in required City match funds. Funding will be utilized to support the Neighborhood Justice Program (NJP), which provides eligible first-time, non-violent misdemeanor offenders the opportunity to participate in a pre-filing diversion program in-lieu of being processed through the traditional criminal justice system. This is the third year of a five-year grant award, renewable each year.			

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 \$137,810 in grant funding from the County of Los Angeles Department of Workforce Development, Aging and Community Services for the Dispute Resolution Program (DRP) Restorative Justice for a grant performance period of July 1, 2021 through June 30, 2022. There is a City match requirement of \$34,453, or 25-percent of the grant award. This is the third year of a five-year grant award period, with funding renewable every year.

Grant funding will be utilized in support of the City Attorney's Neighborhood Justice Program (NJP), which provides eligible first-time, non-violent misdemeanor offenders the opportunity to participate in a pre-filing diversion program in-lieu of going through the traditional criminal justice system. The NJP operates both virtually and in-person through 12 community sites, including Family Source Centers, located throughout the City.

(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 approve the Standard Agreement with the County of Los Angeles Department of Workforce Development, Aging and Community Services for the period of July 1, 2021 through June 30, 2022, subject to the approval of the City Attorney as to form;
2. Accept funding in the amount of \$137,810 from the County of Los Angeles Department of Workforce Development, Aging and Community Services to maintain operations;
3. Approve the City cash and in-kind match in the amount of \$34,453 for the period of July 1, 2021 through June 30, 2022;
4. Authorize the Controller to:
 - a. Establish a receivable within Fund No. 368 in the amount of \$137,810 from the County of Los Angeles;
 - b. Establish a new appropriation account within Fund No. 368 as follows:

Account No. 12V702 - DRP RJ Grant - \$137,810;
 - c. Transfer \$92,679 from Fund No. 368, Account No. 12V702 to Fund No. 100, Department No. 12, Account No. 001010, Salaries, General;
 - d. Upon receipt of grant funds, transfer up to \$40,379 from Fund No. 368, Account No. 12V702 to Fund No. 100, Department No. 12, Revenue Account No. 5346, Related Cost Reimbursements from Grants; and,

(Continued on Page 3)

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 cost of the Fiscal Year 2021-22 Dispute Resolution Program Restorative Justice is \$172,263, of which \$137,810 will be reimbursed by the County of Los Angeles Department of Workforce Development, Aging and Community Services. The match requirement of \$34,453 will be satisfied through partial related costs (\$15,700) included in the 2021-22 Adopted City Budget and volunteer hours (\$18,753). The recommendations in this report are in compliance with the City's Financial Policies in that budgeted appropriations will be balanced against grant receipts.

Doc ID 04220016

Angelo Yenko	Edward F. Roes		
CAO Analyst	Chief	CAO/Assistant CAO	Date

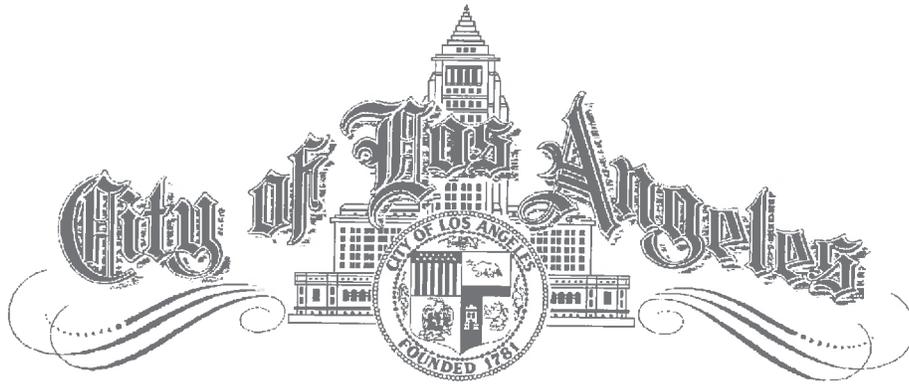
10. Grant Award Summary (Continued from Page 2)

During FY 2020-21, NJP initiated 619 diversion cases and successfully resolved 341 cases. A total of 20 mediators and 36 stakeholder groups underwent training. As of June 30, 2021, NJP has received 6,542 referrals for diversion, initiated 4,048 diversion cases, and successfully resolved 3,775 cases. NJP's total two-year citywide recidivism rate (including all 21 Los Angeles Police Department Area Divisions) is five percent. NJP operates both virtually and in-person through 12 community panel sites including Family Source Centers located throughout the City of Los Angeles. NJP participants have completed 26,335 hours of community service throughout Los Angeles.

The total cost of the program is \$172,263, of which \$137,810 will be reimbursed to the City as follows: salaries (\$92,679), partial related costs (\$40,379), and office supplies (\$4,752). The grant funding will support one existing Administrative Coordinator I position, and partially support one Deputy City Attorney III position (5%). The remaining program cost of \$34,453 is the City's match requirement, which will be met through partial related costs (\$15,700), and volunteer hours (\$18,753). Therefore, the total program cost of \$172,263 consists of \$137,810 in grant funds and \$34,453 in City match funds. There is no additional impact on the General Fund in that the related costs are included in the City Attorney's 2021-22 Adopted Budget.

11. Recommendations (Continued from Page 2)

5. 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: Heleen Ramirez Attention: Patrice Lattimore

From: Janette Flintoft, Director of Grants Operations

Date: August 17, 2021

Re: FY 2021/22 Dispute Resolution Program (Restorative Justice)
CF # 19-1994

Transmitted herewith for Mayor and City Council consideration is FY 2021/22 funding totaling \$149,653 to provide ongoing support for three Dispute Resolution Program (DRP) positions. Funding originates from the County of Los Angeles Department Workforce Development, Aging and Community Services, following a competitive process. The County serves as the pass through agency to allocate California Dispute Resolution Program Act monies.

This term represents Year Three of a five year grant award, renewable each year.

NJP provides eligible first-time, non-violent misdemeanor offenders a valuable opportunity to participate in a pre-filing diversion program in lieu of having their case filed and processed through the traditional criminal justice system. During FY 2019/20, NJP initiated 677 diversion cases and successfully resolved 660 of them. A total of 42 mediators and 29 stakeholder groups underwent training. As of June 30, 2020, NJP has received a total of 5,903 referrals for pre-filing diversion, initiated 3,620 diversion cases, and successfully resolved 3,393 of them. NJP's total two-year citywide recidivism rate (including all 21 Los Angeles Police Department area divisions) is five percent. NJP operates both virtually and in person through 12 community panel sites including Family Source Centers located throughout the City of Los Angeles. NJP participants have completed 24,709 hours of community service throughout Los Angeles.



City of Los Angeles
Grant Award Notification and Acceptance

Recipient Department			
This Grant Award is: <input type="checkbox"/> New <input checked="" type="checkbox"/> Continuation/Renewal <input type="checkbox"/> Supplemental <input type="checkbox"/> Suballocation			
Grants Coordinator:	Saminh Greenberg	E-Mail:	saminh.greenberg@lacity.org
Project Manager:	Saminh Greenberg	E-Mail:	saminh.greenberg@lacity.org
Department/Bureau/Agency:	City Attorney	Date:	08/19/2021

Grant Information			
Name of Grantor:		Pass Through Agency:	
County of Los Angeles: Los Angeles County Dispute Resolution Program			
Grant Program Title:		Notification of Award Date:	
DRP Restorative Justice		07/01/2021	
Funding Source (Public / Private):	Grant Type:	Funds Disbursement:	Agency's Grant ID:
State	Competitive/Discretionary		CFDA#:
			Other ID#:
			eCivis ID#:
Match Requirement:	Yes	Amount:	\$34,453.00
Match Type:	Cash/In-Kind	%Match	25
Identify Source of Match:			
Fiscal Information:	Awarded Funds:	Match/In-Kind Funds:	Total Project Budget:
	\$149,653.00	\$34,453.00	\$184,106.00

Approved Grant Budget Summary				
Category	Awarded	Match	Additional	Explanation
Personnel				
Staff Salaries & Wages	\$92,679.00	\$0.00		AC
Staff Fringe Benefits	\$40,379.00	\$0.00		AC
Volunteer Services	\$0.00	\$18,753.00		In kind match
Materials/Supplies				
Supplies	\$3,252.00	\$0.00		Office Supplies
Contractual Services				
Professional	\$1,500.00	\$0.00		Professional Services/Consultants
Other				
Indirect Cost (CAP 41)	\$0.00	\$15,700.00		Cash Match
Total	\$137,810.00	\$34,453.00		

Approved Project			
Descriptive Title of Funded Project: Dispute Resolution FY2021-22 (Restorative Justice) Department: City Attorney			
Performance Period Start/End Dates (Month/Day/Year):		Citywide: all	
Start: 07/01/2021	End: 06/30/2022	Affected Council District(s): all	
		Affected Congressional District(s): all	
Purpose:			
Identify Internal Partners (City Dept/Bureau/Agency): LAPD			
Identify External Partners: Community non-profits and stakeholder groups			

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.
Funding will be utilized to support the Neighborhood Justice Program (NJP), which provides eligible first-time, non-violent misdemeanor offenders a valuable opportunity to participate in a pre-filing diversion program in-lieu of having their cases criminally filed.

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).

We therefore request that the City Council, subject to the approval of the Mayor:

1. AUTHORIZE the City Attorney or his designee to approve the Standard Agreement with the County of Los Angeles Workforce Development, Aging, and Community Services for the period of July 1, 2021 to June 30, 2022, subject to the approval of the City Attorney as to form.
2. ACCEPT funding in the amount of \$137,810 from the Community and Senior Services of Los Angeles County to maintain operations.
3. APPROVE the City cash and in-kind match in the amount of \$34,453 for the period of July 1, 2021 through June 30, 2022.
4. AUTHORIZE the Controller to:
 - a. Establish a receivable within Fund 368 in the amount of \$137,810 from the County of Los Angeles
 - b. Establish a new appropriation account within Fund 368 as follows:
Account 12V702 – DRP RJ Grant - \$ 137,810
 - c. Transfer \$92,679 from Fund 368, Department 12, Account 12V702 to Fund 100, Department 12, Account 001010 – Salaries General.
 - d. Upon receipt of grant funds, transfer up to \$40,379 from Fund 368, Department 12, Account 12V702 to Fund 100, Department 12, Revenue Source 5346 – Related Costs from Grant for the program related cost.
5. AUTHORIZE the City Attorney to prepare Controller instructions for any necessary technical adjustments, subject to the approval of the City Administrative Officer and instruct the Controller to implement the instructions.

Fiscal Impact Statement

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

The total cost of the FY 2021-22 Dispute Resolution Program (Restorative Justice) is \$172,263 of which \$137,810 will be reimbursed by the County of Los Angeles, Department of Workforce Development Aging and Community Services. There is a match requirement of \$34,453, which will be satisfied through indirect costs of \$15,700 included in the 2021-22 City Budget and \$18,753 in volunteer services.

Acceptance Packet

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

- | | |
|---|---|
| <input checked="" type="checkbox"/> Grant Award Notification and Acceptance | <input type="checkbox"/> Copy of Award Notice |
| <input checked="" type="checkbox"/> Grant Project Cost Breakdown (Excel Document) | <input checked="" type="checkbox"/> Copy of Grant Agreement (if applicable) |
| <input checked="" type="checkbox"/> Detail of Positions and Salary Costs (Excel Document) | <input type="checkbox"/> Additional Documents (if applicable) |

Department Head Name:
Janette Flintoft

Department Head Signature:

Date:

8/12/22

For CAO Use Only

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

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

Comments:

CAO Grants Oversight Unit Signature:

Date:

Grant Name: Grant Project Breakdown Salaries	Department:	
	Grant Funds	Additional Costs**
	City Funds	Non-City Funds
		Total
1010 Salaries General		92,679
1020 Salaries Grant Reimbursed	92,679	0
1070 Salaries As Needed		0
1090 Overtime		0
Salaries Total:	\$ 92,679 \$	- \$ 92,679
Related Costs*	CAP Rate	
Fringe Benefits	43.58%	40,379
Department Administration	12.60%	11,678
Central Services	4.34%	4,022
Related Costs Total:	\$ 40,379 \$	15,700 \$ - \$ 56,079
Expense		
2120 Printing & Binding		0
2130 Travel		0
3040 Contractual Services		0
3310 Transportation		0
4160 Governmental Meetings		0
6010 Office Supplies	4,752	4,752
6020 Operating Supplies		0
7300 Equipment		0
Volunteers (Match)		18,753
Expenses Total:	\$ 4,752 \$	\$ 18,753 \$ 23,505
Grand Total:	\$ 137,810 \$	15,700 \$ 18,753 \$ 172,263

*Please use the full Cost Allocation Plan (CAP) rates unless disallowed by the Grantor. CAP rates should be applied to Gross Salaries (including Compensated Time Off.)

**Other sources of funding. Please indicate whether these funds are part of a match requirement and whether they are already provided or new funding is required.

Department:
Project Name:

Job Classification
Admn Coordinator I
Deputy CA III

Total	New	Existing	Grant Funding		Reimbursable*		Other Funding Sources		Non-City	
			No.	Cost	No.	Cost	City	Non-Reimbursable**	No.	Cost
1		1	1	83,324	1	83,324				
1		1	0.05	9,355	0.05	9,355				

Total: 92,679 92,679

Indicate classification code by each position and percentage of time spent on this grant. The amounts shown here are for fringe costs. Related costs (fringe benefits, department administration and central services) are separate and when combined result in the full costs for personnel. *Reimbursable costs are savings to the City. These costs would include all current 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 in a program.



**COUNTY OF LOS ANGELES
WORKFORCE DEVELOPMENT, AGING AND COMMUNITY SERVICES**

**DISPUTE RESOLUTION PROGRAM (DRP)
SUBAWARD PERIOD JULY 2019– JUNE 2022**

SUBAWARD NUMBER DRP192008

AMENDMENT NUMBER TWO

This Amendment Number Two is made and entered in accordance with Section 8.0, Standard Terms and Conditions, Subsection 8.1, Amendments, of the above referenced Subaward Number DRP192008 by and between

**COUNTY OF LOS ANGELES THROUGH ITS
DEPARTMENT OF WORKFORCE DEVELOPMENT, AGING AND COMMUNITY
SERVICES (“WDACS”)** (hereinafter “County”),

and

OFFICE OF THE LOS ANGELES CITY ATTORNEY
(hereinafter “Subrecipient”)

Business Address:
**100 N. Main Street, 8th Floor
Los Angeles, CA 90012**

RECITALS

WHEREAS, reference is made to that certain document entitled “Office of the Los Angeles City Attorney Subaward Number DRP192008” dated June 11, 2019, (hereafter “Subaward”);

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

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

WHEREAS, it is the intent of the parties to enter into the Subaward Amendment No. 2 to exercise the County’s delegated authority to enter into the second option year, effective

dispute.

V. Section 1.0, Scope of Work, Subsection 1.4 of Exhibit A, Statement of Work, of Subaward shall be deleted in its entirety and replaced as follows:

1.4 The acceptable types of dispute resolution processes that Subrecipient may provide under this SOW and Subaward shall be Conciliation and Mediation, per the descriptions, below, as part of the Work described in Section 10, herein:

1.4.1 Conciliation – A process of independent communications between Disputants and Neutral person(s), pursuant to Article 1, Section 3602 of the Dispute Resolution Programs Act Regulations. These communications may be in person, by phone, in writing, or by some electronic means, or a combination of these. Conciliation is an acceptable type of resolution process for Civil Court Connected and Community disputes.

1.4.2 Mediation – A process of face-to-face communication, facilitated by Neutral person(s), between Disputants, in which they are assisted in coming to an understanding, agreeing on a settlement, or attaining reconciliation, pursuant to Article 1, Section 3602 of the Dispute Resolutions Programs Act (DRPA) Regulations. Mediation may include communication that is not face-to-face in support of in-person sessions. Any Mediation in which not all the Disputants and Neutral(s) are in the same physical location, may be conducted via the internet, video conferencing, or other electronic means, provided that participants may view each other's faces and movements and communicate in real time. Mediation is an acceptable type of resolution process for Community, Civil Court Connected, and Restorative Justice disputes.

VI. Section 1.0, Scope of Work, Subsection 1.6, Eligibility Criteria, Subsection 1.6.2, of Exhibit A, Statement of Work, of the Subaward shall be deleted in its entirety and replaced as follows:

1.6.2 Subrecipient shall not be required to provide resolution services when any of the Disputants has obtained a lawful permanent restraining order issued by a court against another Disputant, as indicated on Subrecipient's Intake Form. Likewise, Subrecipient shall not be required to provide Services when it is reasonable to believe that in doing so, it may endanger a Disputant, volunteer, or employee.

1.6.2.1 As part of the mandatory intake process, Subrecipient shall verify the presence of a restraining order made against any of the Disputants. If a permanent restraining order exists, the

10.3.3 Statistical Information – Each Civil Court Connected Dispute Resolution Subrecipient shall provide annually updated descriptions of the resident and workplace populations of potential users of their dispute resolution services, including estimated numbers of the population being served, as well as cultural, economic, and other key social demographics (see Subsection 10.16.1.7 b)). As part of these annually updated descriptions, Subrecipient shall indicate those populations that are underserved or have not been served with dispute resolution alternatives to formal judicial proceedings. Pursuant to DRPA Section 471.5, all such data shall maintain the confidentiality and anonymity of the persons employing the dispute resolution process. Subrecipient shall maintain all records and reports, consistent with Appendix C, Sample Subaward Paragraph 8.38, Record Retention and Inspection/Audit Settlement, and shall make them available for audit, assessment, or inspection by authorized representatives of County.

10.3.4 Each Civil Court Connected Dispute Resolution Subrecipient shall take specific measures (including, but not limited to, advertising, flyers, etc.) to increase the accessibility, awareness, and availability of dispute resolution services to the various populations of potential users, with special emphasis to the underserved and un-served populations and communities in each area served by the court hubs for which Subrecipient is approved. Accessibility must include schedule, location, and language considerations.

10.3.5 Resolved Cases in Other Areas

For the initial one (1) year Subaward term, beginning July 1, 2019 through June 30, 2020, Subrecipients shall be allowed to count a maximum of ten (10) percent of Subrecipient's total Resolved Cases for cases resolved, in which all parties to a dispute are outside of a Subrecipient's contracted area(s).

IX. Section 1.0, Scope of Work, Subsection 10.9, Confidentiality, Subsection 10.9.1, of Exhibit A, Statement of Work, of the Subaward shall be deleted in its entirety and replaced as follows:

10.9.1 All dispute resolution proceedings conducted, including, but not limited to, conciliations and mediations, are subject to Chapter 2 commencing with Section 1115 of Division 9 of the California Evidence Code. Subrecipient shall not reveal any communications made with a Disputant to anyone involved in any administrative law or Civil Court Connected proceeding. This includes any information on the dispute or Disputant recorded in writing by Subrecipient, such as case files or notes taken by a Neutral during a dispute resolution process. This confidentiality provision shall NOT apply to

5.1.2.1 During the term of this Subaward, Subrecipient shall receive funding for providing the Services outlined in this Subaward (“Subaward Sum” or “Maximum Subaward Sum”). The maximum Subaward Sum for this Subaward is **\$413,430**, and broken out as follows:

- FY 2019-20: \$137,810
- FY 2020-21: \$137,810
- FY 2021-22: \$137,810

XIV. Section 5.0, Subaward Sum, Subsection 5.1, Total Subaward Sum, Subsection 5.1.2, Funding Allocations, Subsection 5.1.2.5 is added as follows:

5.1.2.5 Subaward Sum Year 3 Funding Source(s)

5.1.2.5.1 The Subaward Sum Year 3 for the third Fiscal Year of this Subaward is comprised of monies which are identified by the funding source(s) or governing statute(s) listed below. The funding source(s) and governing statute(s) authorize County to use these monies to provide Program Services.

5.1.2.5.2 Dispute Resolution Program Act Year 3 funds available for use for contracted DRP Services:
\$137,810

XV. Subparagraph 7.6.5.1 is deleted in its entirety and replaced as follows:

7.6.5.1 Subrecipient and any approved Lower Tier Subrecipient shall ensure that all confidential, sensitive and/or personal, identifying information is protected from inappropriate or unauthorized access or disclosure in accordance with applicable laws, regulations and State policies. The requirement to protect information shall remain in force until superseded by laws, regulations, or policies.

XVI. Subparagraph 7.6.5.2 is deleted in its entirety and replaced as follows:

7.6.5.2 Subrecipient and any approved Lower Tier Subrecipient shall protect from unauthorized disclosure, confidential, sensitive and/or personal identifying information such as names and other identifying information, concerning

occurrence and in the aggregate during the term of Subaward, including coverage for: network security liability; privacy liability; privacy regulatory proceeding, defense, response, expenses and fines; technology professional liability (errors and omissions); privacy breach expense reimbursement (liability arising from the loss or disclosure of County Information no matter how it occurs); system breach; denial or loss of Service; introduction, implantation, or spread of malicious software code; unauthorized access to or use of computer systems; and Data/Information loss and business interruption; any other liability or risk that arises out of Subaward. Subrecipient shall add County as an additional insured to its cyber liability insurance policy and provide to County certificates of insurance evidencing the foregoing upon County's request. The procuring of the insurance described herein, or delivery of the certificates of insurance described herein, shall not be construed as a limitation upon Subrecipient's liability or as full performance of its indemnification obligations hereunder. No exclusion/restriction for unencrypted portable devices/media may be on the policy.

- XX. Subparagraph 9.17.1 (Information Technology, Security and Privacy Requirements) is deleted in its entirety and replaced as follows:

9.17 Information Technology, Security and Privacy Requirements

- 9.17.1 In the course of completing the Work and providing Services under this Subaward, Subrecipient shall use any Information Technology Systems (ITS) as designated by County. This Subparagraph 9.17 and Exhibit BB (Information Technology and Privacy Requirements) set forth the requirements for the ITS which Subrecipient shall use. This Subparagraph 9.17 and Exhibit BB (Information Technology and Privacy Requirements) also set forth the security procedures for these systems which Subrecipient shall have in place by the effective date of this Subaward and which Subrecipient shall maintain throughout the Subaward term. They present a minimum standard only. Subrecipient shall implement appropriate administrative, physical, and technical measures to secure its systems and data to protect and ensure the privacy, confidentiality, integrity, and availability of County Information Assets as defined in Subparagraph 9.17.5 (County Information Assets) against internal and external threats, vulnerabilities, and

network transmission) confidential County Information Assets in accordance with the following standards:

- 9.17.7.2.1 NIST SP 800-52 (Guidelines for the Selection and Use of Transport Layer Security Implementations).
- 9.17.7.2.2 NIST SP 800-57 (Recommendation for Key Management - Part 3: Application-Specific Key Management Guidance).
- 9.17.7.3 Subrecipient and any approved Lower Tier Subrecipient shall have operational policies, procedures and practices which protect County Information Assets as specified in the State Administrative Manual Sections 5300 to 5365.3; California Government Code Section 11019.9; Department of General Services Management Memo (MM 06-12); Department of Finance Budget Letter (06-34); California Department of Aging Program Memorandum (PM 07-18(P)); Statewide Health Information Policy Manual; and, County's Board of Supervisors Policy Number 5.200 (Contractor Protection of Electronic County Information).
- 9.17.7.4 Subrecipient and any approved Lower Tier Subrecipient shall encrypt confidential, sensitive and/or personal County Information Assets which are stored on all electronic media (including workstations, portable computing devices (including, but not limited to, workstations, servers, mobile devices, wearables, tablets, laptops, personal digital assistants, notebook computers, and backup media) and/or portable electronic storage media (including, but not limited to, discs, thumb/flash drives, external/portable hard drives, and backup media)).
- 9.17.7.5 Subrecipient shall certify its compliance with the encryption standards noted herein as a condition of executing this Subaward. Subrecipient provide such certification by

occurrence and in the aggregate during the term of Subaward, including coverage for: network security liability; privacy liability; privacy regulatory proceeding, defense, response, expenses and fines; technology professional liability (errors and omissions); privacy breach expense reimbursement (liability arising from the loss or disclosure of County Information no matter how it occurs); system breach; denial or loss of Service; introduction, implantation, or spread of malicious software code; unauthorized access to or use of computer systems; and Data/Information loss and business interruption; any other liability or risk that arises out of Subaward. Subrecipient shall add County as an additional insured to its cyber liability insurance policy and provide to County certificates of insurance evidencing the foregoing upon County's request. The procuring of the insurance described herein, or delivery of the certificates of insurance described herein, shall not be construed as a limitation upon Subrecipient's liability or as full performance of its indemnification obligations hereunder. No exclusion/restriction for unencrypted portable devices/media may be on the policy.

- XX. Subparagraph 9.17.1 (Information Technology, Security and Privacy Requirements) is deleted in its entirety and replaced as follows:

9.17 Information Technology, Security and Privacy Requirements

- 9.17.1 In the course of completing the Work and providing Services under this Subaward, Subrecipient shall use any Information Technology Systems (ITS) as designated by County. This Subparagraph 9.17 and Exhibit BB (Information Technology and Privacy Requirements) set forth the requirements for the ITS which Subrecipient shall use. This Subparagraph 9.17 and Exhibit BB (Information Technology and Privacy Requirements) also set forth the security procedures for these systems which Subrecipient shall have in place by the effective date of this Subaward and which Subrecipient shall maintain throughout the Subaward term. They present a minimum standard only. Subrecipient shall implement appropriate administrative, physical, and technical measures to secure its systems and data to protect and ensure the privacy, confidentiality, integrity, and availability of County Information Assets as defined in Subparagraph 9.17.5 (County Information Assets) against internal and external threats, vulnerabilities, and

risks. Subrecipient shall also continuously review and revise those measures to address ongoing threats, vulnerabilities, and risks.

XXI. Subparagraph 9.17.8 (Encryption on Workstations and Portable Computing Devices) is deleted in its entirety, replaced, and renumbered as follows:

9.17.7 Encryption on Workstations and Portable Computing Devices

9.17.7.1 Subrecipient shall use software and/or hardware encryption methods for confidential County Information Assets stored on all electronic media in accordance with the following standards:

9.17.7.1.1 Federal Information Processing Standard Publication ("FIPS") 140-2.

9.17.7.1.2 NIST SP 800-57 (Recommendation for Key Management - Part 1: General (Revision 3)).

9.17.7.1.3 NIST SP 800-57 (Recommendation for Key Management - Part 2: Best Practices for Key Management Organization).

9.17.7.1.4 NIST SP 800-111 (Guide to Storage Encryption Technologies for End User Devices).

9.17.7.1.5 At a minimum, Subrecipient shall use Advanced Encryption Standard ("AES") with cipher strength of 256-bit

9.17.7.1.6 Prior to use of remote servers (e.g., cloud storage, Software-as-a-Service (SaaS), etc.) for storage of County Information Assets, Subrecipient shall obtain written approval from County's Contract Manager.

9.17.7.2 Subrecipient shall use software and/or hardware encryption methods for transmitted (i.e., through

network transmission) confidential County Information Assets in accordance with the following standards:

- 9.17.7.2.1 NIST SP 800-52 (Guidelines for the Selection and Use of Transport Layer Security Implementations).
- 9.17.7.2.2 NIST SP 800-57 (Recommendation for Key Management - Part 3: Application-Specific Key Management Guidance).
- 9.17.7.3 Subrecipient and any approved Lower Tier Subrecipient shall have operational policies, procedures and practices which protect County Information Assets as specified in the State Administrative Manual Sections 5300 to 5365.3; California Government Code Section 11019.9; Department of General Services Management Memo (MM 06-12); Department of Finance Budget Letter (06-34); California Department of Aging Program Memorandum (PM 07-18(P)); Statewide Health Information Policy Manual; and, County's Board of Supervisors Policy Number 5.200 (Contractor Protection of Electronic County Information).
- 9.17.7.4 Subrecipient and any approved Lower Tier Subrecipient shall encrypt confidential, sensitive and/or personal County Information Assets which are stored on all electronic media (including workstations, portable computing devices (including, but not limited to, workstations, servers, mobile devices, wearables, tablets, laptops, personal digital assistants, notebook computers, and backup media) and/or portable electronic storage media (including, but not limited to, discs, thumb/flash drives, external/portable hard drives, and backup media)).
- 9.17.7.5 Subrecipient shall certify its compliance with the encryption standards noted herein as a condition of executing this Subaward. Subrecipient provide such certification by

completing and submitting Exhibit AA (Subrecipient's Compliance with Encryption Requirements) in the form and manner as determined by County. Subrecipient shall maintain compliance with this policy during the term of this Subaward and for as long as Subrecipient maintains or is in possession of County Information Assets. In addition to the foregoing certification, Subrecipient shall maintain any validation/attestation reports that the data encryption product generates and such reports shall be subject to audit in accordance with the requirements outlined in Subparagraph 8.38 (Record Retention, Inspection and Audit Settlement). In the event of Subrecipient's non-compliance with these requirements, County will require Subrecipient to develop and execute a corrective action plan. Subrecipient's failure to comply with this policy may subject Subrecipient to suspension or termination of this Subaward, denial of access to County information technology resources and/or other remedies which are deemed appropriate by County.

- XXII.** Subparagraph 9.17.17 is deleted in its entirety, replaced, and renumbered as follows:
- 9.17.11 Subrecipient shall ensure that any approved Lower Tier Subrecipient(s) adheres to all of the provisions included in this Subparagraph 9.17 and Exhibit BB (Information Technology and Privacy Requirements)
- XXIII.** "Exhibit F (Subrecipient's Administration) FY 2021-2022" is added, is an addendum to "Exhibit F (Subrecipient's Administration)", and is incorporated herein by reference.
- XXIV.** "Exhibit O (Charitable Contributions Certification) FY 2021-2022" is added, is an addendum to "Exhibit O (Charitable Contributions Certification)", and is incorporated herein by reference.
- XXV.** "Exhibit R (Joint Funding Revenue Disclosure) FY 2021-2022" is added, is an addendum to "Exhibit R (Joint Funding Revenue Disclosure)", and is incorporated herein by reference.

**DRP Restorative Justice
Amendment No. 2**

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this **Amendment Number Two** to be subscribed on its behalf by the Acting Director of Workforce Development, Aging and Community Services, and the Subrecipient has subscribed the same through its authorized officer. The persons signing on behalf of the Subrecipient warrant under penalty of perjury that he or she is authorized to bind the Subrecipient.

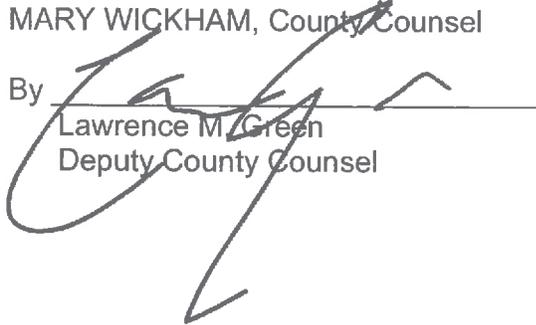
COUNTY OF LOS ANGELES

By _____ Date _____
Otto Solorzano, Acting Director
Workforce Development, Aging
And Community Services

APPROVED AS TO FORM:

BY THE OFFICE OF THE COUNTY COUNSEL

MARY WICKHAM, County Counsel

By  _____
Lawrence M. Green
Deputy County Counsel

SUBRECIPIENT

City of Los Angeles, Office of City Attorney

Subrecipient's Name (Print)

DRP192008

Subaward Number

95-6000735

Taxpayer ID Number

By _____ Date _____
Authorized Signature

Leela Kapur

Name (Print or Type)

Chief of Staff

Title (Print or Type)