

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

Recipient City Department: Office of the City Attorney		Award Notification Date: January 2015	
Grant Award Title: Neighborhood Justice Program		Grant Amount: \$523,850 Prior Grant Award(s): \$0	
Awarding Agency: The California Endowment			
Grant Agreement Number/Reference:	Performance Start Date: December 1, 2014	Performance End Date: November 30, 2016	
Purpose: The City Attorney requests authority to accept grant funding in the amount of \$523,850 from The California Endowment for the Neighborhood Justice Program for a grant performance period of December 1, 2014 to November 30, 2016. Grant funding will support the direct and indirect costs of two Administrative Coordinator IIs to support the program.			

Checklist for Grant Acceptance:	Yes	No	N/A	Comments
1. Authority for Grant Acceptance				
☐ Department requests acceptance of the Grant	X			() Terms/Conditions outlined in Award Notice/Grantor Agreement
2. Match Requirement Review				
☐ Match Sources Identification completed			X	() Obtain match requirements from Award Notice/Grantor Agreement
☐ Additional Funds requested			X	() Submit to CAO for review
3. Charter Section 1022 Determination				
☐ Charter Section 1022 findings completed			X	() Submit to CAO for review and determination
4. Provisions for Grant-Funded Contracts				
☐ Standard and Grantor Provisions or equivalent language is included			X	() Incorporate Provisions or Language into proposed agreement
☐ Pro Forma Agreement RFP ☐ MOU ☐ PSA ☐			X	() Submit to City Attorney for review and approval; copy to CAO
5. Personnel Authorities				
☐ Department has submitted a request for position(s)	X			() Review documents and make determination
6. Grant Implementation Recommendations				
☐ Department has submitted grant implementation instructions	X			() Submit to CAO for review
7. Controller Instructions for Fund/Accounts Set-Up				
☐ Department has requested Funds/Accounts Set-up	X			
8. Governing Body Resolution/Certification				
☐ Department has submitted Resolution/Certification			X	() Submit to CAO and City Attorney for review
9. Fiscal Impact Analysis				
☐ Department has submitted Fiscal Impact Statement	X			() Submit to CAO for review and determination

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10. Grant Award Summary

The City Attorney requests authority to accept \$523,850 in grant funding for the Neighborhood Justice Program (NJP) from The California Endowment. The purpose of the NJP is to identify first-time, non-violent offenders, divert them from the traditional criminal justice system before criminal charges are ever filed, and encourage community participation in responding to quality of life crimes. The NJP is administered through panels located throughout the City, where community panelists hear cases regarding crimes committed by eligible NJP participants in the surrounding areas. Community panelists are trained by NJP staff on the mechanics of the criminal justice system, the principles of Restorative Justice, and receive practical training on how to run the panels. The NJP is staffed by one supervising attorney and six Administrative Coordinator (AC) positions to staff NJPs throughout the City. The ACs are responsible for managing their respective panel site. The ACs provide the initial contact with the would-be participant, schedule panels for participants, and monitor the ongoing progress of the participants. In addition, the ACs are responsible for outreach and recruitment of community volunteers for the panels. The City Attorney requests authority to add two AC resolution authorities to perform the work related to the grant.

Grant funding in the amount of \$523,850 is provided by The California Endowment to support the direct (\$298,215) and indirect (\$223,452) costs of two AC positions for a period of two years, as well as various expenses (\$2,183). The costs of the other four ACs assigned to the NJP are supported by the Victim/Offender Mediation grant (C.F. 14-0882) and Smart Prosecution Grant (C.F. 15-0073).

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 accompanying grant award between the City of Los Angeles and The California Endowment and authorize the City Attorney, or designee, to execute said award on behalf of the City, subject to the approval of the City Attorney as to form and legality;
2. Authorize the City Attorney, or designee, to accept the grant award in the amount of \$523,850 for funding the Neighborhood Justice Program for the period of December 1, 2014 to November 30, 2016;
3. Authorize the Controller to:
 - a. Establish a receivable in the amount of \$523,850 within Fund 368, Department 12;
 - b. Establish appropriation Account 12L950, The California Endowment Neighborhood Justice Program Grant within Fund 368, Department 12 in the amount of \$523,850;
 - c. Transfer \$66,938 from Fund 368, Department 12, Account 12L950, The California Endowment Neighborhood Justice Program Grant to Fund 100, Department 12, Account 001020 Salaries Grant Reimbursed;
 - d. Upon receipt of grant funds, transfer up to \$223,452 from Fund 368, Department 12, Account 12L950 to Fund 100, Department 12, Revenue Source 5301, Reimbursement from Other Funds/Dept;
4. Authorize the City Clerk to place on the Council calendar for July 1, 2015, the following action relative to The California Endowment grant for the Neighborhood Justice Program:
 - a. "That the Council, subject to the approval of the Mayor, authorize the Controller to transfer \$162,495 from Fund 368, Department 12, Account 12L950, The California Endowment Neighborhood Justice Program Grant to Fund 100, Department 12, Account 001020 Salaries Grant Reimbursed."
5. Authorize the City Clerk to place on the Council calendar for July 1, 2016, the following action relative to The California Endowment grant for the Neighborhood Justice Program:
 - a. "That the Council, subject to the approval of the Mayor, authorize the Controller to transfer \$68,782 from Fund 368, Department 12, Account 12L950, The California Endowment Neighborhood Justice Program Grant to Fund 100, Department 12, Account 001020 Salaries Grant Reimbursed."
6. Add two Administrative Coordinator II resolution authorities for the period of February 15, 2015 to June 30, 2015; and,
7. Authorize the City Attorney 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.

12. Fiscal Impact Statement

(X) 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):

Approval of this request will allow for the disbursement of the Neighborhood Justice Program funding from The California Endowment. Grant funding will cover the direct and indirect costs of two Administrative Coordinator positions. There is no General Fund impact. There is no required match for this grant. The recommendations in this report are in compliance with the City's Financial Policies in that budgeted appropriations will be balanced against receipts expected from this grant.

Ma Rawika C. Legaspi
CAO Analyst

Glenn F. Roer
Chief

John J. [Signature]
CAO/Assistant CAO

2/23/15
Date

EFR ④
MBC



REPORT NO. R 15 - 0023
FEB 06 2015

MICHAEL N. FEUER
CITY ATTORNEY

REPORT RE:

**NEIGHBORHOOD JUSTICE PROGRAM
PROGRAMMATIC OVERVIEW AND
ACCEPTANCE OF CALIFORNIA ENDOWMENT GRANT AWARD**

The Honorable City Council
of the City of Los Angeles
Room 395, City Hall
200 North Spring Street
Los Angeles, California 90012

Honorable Members:

Based on principles of Restorative Justice, the Neighborhood Justice Program (NJP) was created by the Los Angeles City Attorney to identify first-time, non-violent offenders and divert them from the traditional criminal justice system before criminal charges are ever filed. Participants in the NJP are held accountable for the crime they committed by the community they harmed, while also gaining access to services to help prevent their future involvement with the criminal justice system.

Funding for much of this innovative program has been secured from grant sources, including the Victim/Offender Mediation Grant (previously accepted by the City Council) and the SMART Prosecution Grant (currently under consideration by the City Council).

As detailed in this report, we are also requesting that your Council accept a recently awarded grant from The California Endowment that will cover the salaries and related cost of two new positions for a two-year period, to enable city-wide expansion of this important program.

0130-02056-0000

PROGRAMMATIC OVERVIEW

Inspired by similar programs in California, including the San Francisco Neighborhood Courts system and Yolo County's Neighborhood Courts program, the Los Angeles City Attorney has brought together a coalition of experienced Restorative Justice practitioners, program planners, service providers, and criminal justice professionals to serve low-risk offenders through diversion and to encourage community participation in responding to quality-of-life crimes. The program emphasizes offenders taking responsibility for their actions, the importance of restoring a harmed community or victim and providing help to offenders to avoid future involvement with the criminal justice system.

I. Eligible Participants

Individuals who are diverted to the NJP are called "participants." There are three eligibility requirements in order to participate in the program.

- 1) Participants must have committed one of eight misdemeanor offenses (Attachment A) that have been identified for the initial roll out of the NJP. This list may be expanded as the NJP grows and where other offenses are identified that may be appropriate.
- 2) Participants must be first-time, non-violent offenders with no criminal record. This requirement may be waived upon approval by the NJP Supervising Attorney.
- 3) Participants must take responsibility for their actions. Upon the determination that a would-be participant has committed one of the eight NJP misdemeanors and is a first-time non-violent offender, the case is referred to NJP staff. NJP staff calls these individuals and explains the program. During these calls, individual participants are asked to take responsibility for their actions, in the hope that they can move forward in a positive way and without the consequences of the traditional criminal justice system. Individuals who agree to accept responsibility for their actions, become participants in NJP and are scheduled for a Neighborhood Justice Panel.

II. Neighborhood Justice Panels

The NJP is administered through Neighborhood Justice Panels located throughout the City. Community panelists are responsible for hearing cases regarding crimes that have occurred in areas surrounding each panel location. Currently, there are three Neighborhood Justice Panel locations in Pacoima, South Los Angeles, and San Pedro. Later in the 2015, the program will expand to additional locations in Hollywood, Watts, and the San Fernando Valley to provide city-wide coverage.

Neighborhood Justice Panels are made up of three community panelists and one facilitator. Community panelists are volunteers who have been recruited from their local communities, based upon their leadership ability, interest in social and criminal justice issues, capacity for compassion, and ability to work with a diverse cohort of people.

Community panelists are trained by NJP staff in the mechanics of the criminal justice system, the principles of Restorative Justice, and practical training in how to run the Neighborhood Justice Panels. Facilitators are also volunteers trained extensively by the City Attorney's Dispute Resolution Program in dispute resolution, mediation, and restorative justice principles.

Upon meeting the NJP eligibility requirements, the participant is scheduled for a panel at the site that is closest to where the crime was committed. Moreover, if the crime committed was against an individual (such as a vandalism on a private residence), then the victim is also invited to participate in the panel. On the date of the panel, the participant arrives to meet with the community panelists, the facilitator, and the victim(s) (if they choose to attend) to discuss three key issues:

- 1) Why the crime occurred, including learning about the participant's life leading up to the crime, the experience of committing the crime itself, and the interaction with law enforcement;
- 2) What harm was caused by the crime, including the crime's economic effects on the business (if a petty theft or vandalism), the victim's family and friends, and the victim him/herself; and,
- 3) How to repair the harm and move forward in a positive way. Here, the participant and the panelists agree upon certain obligations aimed at: (a) repairing the harm caused to the community and any victim, accomplished by demonstrating a real, tangible benefit to them; and, (b) ensuring that the underlying cause of the crime is identified and mitigated, thereby reducing recidivism. Obligations can include community service, a letter of apology to the victim/business owner, parenting classes, employment resources and training, counseling, or anything else that the participant and panelists agree would be helpful to accomplish these goals.

Upon reaching an agreement as to what obligations are appropriate, the participant signs a Restorative Agreement, which contains the obligations that have been agreed to. Upon signing, the participant has two months to complete the obligations. If they are successful in completing their obligations, criminal charges are not filed against them. If they fail to complete their obligations within the allotted time, then they are prosecuted by the City Attorney. Note that while NJP staff monitor the progress of participants after they have signed a Restorative Agreement, all information revealed during the panel and afterward is confidential and may not be used in subsequent criminal proceedings, in the event that the participant is unsuccessful in completing his/her obligations.

III. Operations and Staffing

The NJP operates under the umbrella of the City Attorney's Community Justice Initiative, as detailed in the attached org chart (Attachment B). Management is provided by a Supervising Attorney, who is responsible for ensuring compliance with all grant requirements, managing case referrals from the Criminal Branch, and providing ongoing support and development for community panelists.

Each panel site has an accompanying Administrative Coordinator (AC), who is responsible for managing that site and all the cases that arise from it. ACs provide the initial contact with the would-be participant, schedule panels for participants, and monitor the ongoing progress of the participants. The ACs are also responsible for outreach and recruitment of community volunteers from within their assigned geographic area, to maintain an adequate pool of trained panelists. In total, six ACs are needed to support NJP panels in all parts of the City.

ACCOMPLISHMENTS TO DATE AND ANTICIPATED OUTCOMES

Since the first panel was held in October 2014, the NJP has received over 260 referrals from the Criminal Branch and initiated over 125 cases by scheduling participants for a panel in one of the three different NJP panel locations.

More than 78 participants have attended a panel, signed a Restorative Agreement and are currently in the process of completing their obligations. Four participants have successfully completed all of their obligations and have been invited to apply to become community panelists. No participants have yet to fail to complete their obligations and none have had any contact with the criminal justice since their NJP experience.

With a full complement of staff, including all six ACs, we expect the following outcomes in the first full year of the program:

- 600 cases referred to NJP
- 420 successfully completed restorative agreements
- 85% compliance rate

FUNDING

In June 2014, the City Attorney secured a grant of \$20,000 from the California Endowment to hire a consultant to finalize the details of the NJP's program design and begin building the logistics necessary for the NJP to actually begin hearing cases in October 2014, including finding panel sites and developing relationships with service providers.

In August 2014, a Supervising Attorney was reassigned from within the Office to assist with implementation and serve as program management. Subsequently, the City Attorney secured three additional grants to cover the cost of six Administrative Coordinator positions, necessary to staff NJP throughout the City.

The following provides details of the three grants that fund the six AC positions to support the operations of the NJP:

- **VICTIM/OFFENDER MEDIATION GRANT**
Grant and positions previously accepted by Council and Mayor (CF 14-0882)

The City Attorney was awarded a grant of \$137,810 for a 12-month period to conduct victim/offender mediation using Restorative Justice principles from the County of Los Angeles. Under this grant, NJP facilitators must be trained to the standards outlined in the Dispute Resolution Program Act of 1986, which includes over 40 hours of general mediation and a further 25 hours of Restorative Justice training. This grant provides funding for two ACs that have served as the first NJP staff, handling cases and panels at three sites: Pacoima, South Los Angeles and San Pedro.

- **SMART PROSECUTION GRANT**
Grant and positions pending Council approval (CF 15-0073)

The City Attorney was awarded a grant of \$435,000 over a two year period that would create and maintain NJP panel sites in Hollywood and Watts. Furthermore, the grant provides for the development of a risk assessment tool that will study and refine how best to address the needs and obligations for NJP's target population. The grant funding provides for two ACs to support panel locations in addition to providing the funding for the risk assessment tool.

- **THE CALIFORNIA ENDOWMENT**
Grant acceptance and position approval requested in this report

The City Attorney was recently awarded \$523,850 over a two year period to fully cover the cost of two new ACs to complete the NJP team. These ACs will enhance service to the San Fernando Valley and other parts of the City, to ensure NJP can handle referrals from all 21 LAPD Divisions. With a total of six ACs, NJP panels will be established city-wide.

RECOMMENDATIONS

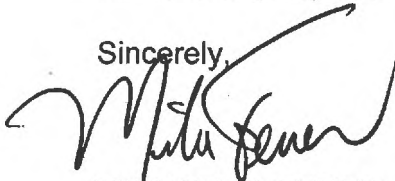
- 1) **AUTHORIZE** the City Attorney or his designee to **APPROVE** the accompanying grant award between the City and The California Endowment and authorize the City Attorney or his designee to **EXECUTE** said grant award on behalf of the City, subject to the approval of the City Attorney as to form and legality.
- 2) **AUTHORIZE** the City Attorney or his designee to **ACCEPT** the grant award in the amount of \$523,850 for funding the Neighborhood Justice Program for the period of December 1, 2014 to November 30, 2016.

- 3) **AUTHORIZE** the City Controller to:
- a. **ESTABLISH** a receivable in the amount of \$523,850 within Fund 368, Department 12.
 - b. **ESTABLISH** Appropriation Account 12L950, The California Endowment Neighborhood Justice Program Grant, within Fund 368, Department 12 in the amount of \$523,850.
- 4) **AUTHORIZE** the City Council to, subject to the approval of the Mayor, transfer \$66,938 from Fund 368, Department 12, Account 12L950, The California Endowment Neighborhood Justice Program Grant to Fund 100, Department 12, Account 1020, Salaries Grant Reimbursed."
- 5) **AUTHORIZE** the City Council to instruct the City Clerk to place on Council Calendar for July 1, 2015, the following action relative to The California Endowment grant for the Neighborhood Justice Program:
- "That the City Council, subject to the approval of the Mayor, **AUTHORIZE** the Controller to transfer \$162,495 from Fund 368, Department 12, Account 12L950, The California Endowment Neighborhood Justice Program Grant to Fund 100, Department 12, Account 1020, Salaries Grant Reimbursed."
- 6) **AUTHORIZE** the City Council to instruct the City Clerk to place on Council Calendar for July 1, 2016, the following action relative to The California Endowment grant for the Neighborhood Justice Program:
- "That the City Council, subject to the approval of the Mayor, **AUTHORIZE** the Controller to transfer \$68,782 from Fund 368, Department 12, Account 12L950, The California Endowment Neighborhood Justice Program Grant, to Fund 100, Department 12, Account 1020, Salaries Grant Reimbursed."
- 7) **AUTHORIZE** the Controller to transfer, upon receipt of the Grant, up to \$223,452 from Fund 368, Dept 12, Account 12L950 to Fund 100, Revenue Source 5301 – Reimbursement from other funds.
- 8) **RESOLVE** that employment authority in the City Attorney's Office for the period of February 15, 2014 to November 30, 2016, for two Administrative Coordinators II (0568) positions are **APPROVED** and **EXEMPT** from the Managed Hiring Committee process.
- 9) **AUTHORIZE** the Office of the City Attorney to prepare Controller instructions for any necessary technical adjustments, subject to the approval of the City Administrative Officer.

We look forward to expanding the Neighborhood Justice Program throughout the City and appreciate your consideration of this report.

If you have any questions regarding this matter, please contact Jose Egurbide, Supervising Attorney of the NJP, at (213) 978-4096 or Camilo Cruz, Director of the Community Justice Initiative at (213) 978-4098.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael N. Feuer", written over a horizontal line.

MICHAEL N. FEUER
City Attorney

Attachments

cc: Honorable Eric Garcetti, Mayor
Miguel Santana, City Administrative Officer
Sharon Tso Miller, Chief Legislative Analyst



Neighborhood Justice Program Eligible Offenses

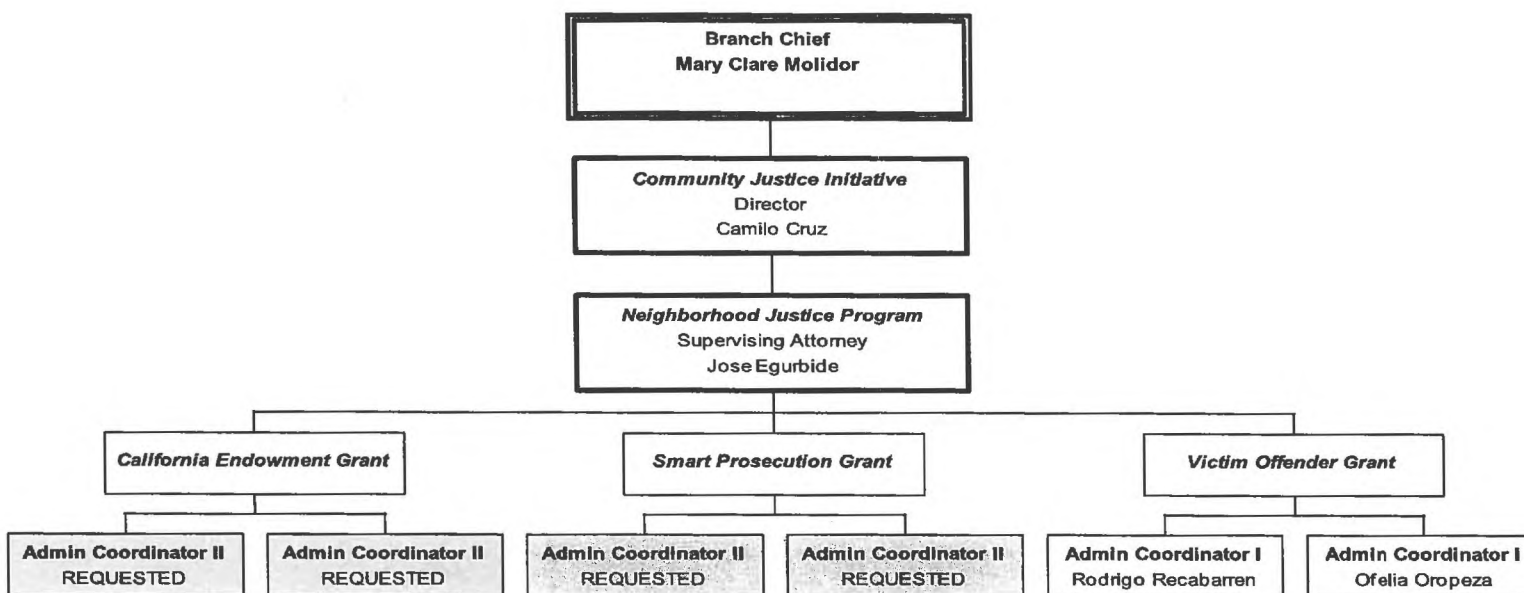


- BP 25662a - Possession of an alcoholic beverage by a minor
- BP 25658b - Minor purchasing/consuming alcohol
- BP 25661 - Using false ID to purchase alcohol
- PC 415 - Disturbing the peace
- PC 484(a) - Petty Theft (less than \$250 or crime of necessity)
- PC 594(a) - Vandalism
- PC 647(f) - Drinking in Public
- MC 63.44B13 - Vandalism of park property

Office of the Los Angeles City Attorney

Criminal & Special Litigation Branch

Neighborhood Justice Program



THE CALIFORNIA ENDOWMENT
PROGRAM SUPPORT GRANT AGREEMENT

Office of the Los Angeles City Attorney

EIN 95-6000735

Grant Number 20142016

This Program Support Grant Agreement ("Agreement"), upon execution on behalf of Grantee in the spaces provided for signature, will evidence Grantee's agreement with and commitment to The California Endowment ("The Endowment") as follows:

I. GRANTEE'S STATUS

This grant is specifically conditioned upon Grantee's status as an eligible grantee of The Endowment in accordance with this Section. Grantee warrants and represents that it is one of the following: (a) a tax-exempt organization under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code"), and is not a private foundation as defined in Section 509(a) of the Code, (b) a governmental unit referred to in Section 170(c)(1) of the Code, or (c) a college or university that is an agency or instrumentality of a government or political subdivision of a government, or owned or operated by the same, within the meaning of Section 511(a)(2)(B) of the Code. If grantee is a Section 501(c)(3) organization described in (a), Grantee has provided The Endowment with a copy of IRS determination letter(s) evidencing its status as an eligible grantee and Grantee warrants and represents that such determination letter(s) are currently in full force and effect. Regardless of Grantee's current tax status, Grantee will notify The Endowment immediately of any actual or proposed change in tax status.

II. PURPOSE OF GRANT

Neighborhood Justice Program - Reducing Recidivism and Improving Health: To support implementation, evaluation and scaling of health-promoting restorative justice practices in Los Angeles County.

This grant is made only for the specific charitable purposes described in this Agreement. The grant funds, which includes any interest earned on the funds, may not be used for any other purpose without prior written approval from The Endowment.

III. EXPECTED OUTCOMES OF GRANT

1) Year One Outcomes: assuming 6 total case managers (2 existing plus 2 Endowment-funded who will implement Neighborhood Justice Program (NJP) citywide plus 2 Federally-funded case managers for SMART demonstration project): 600 cases referred to NJP in year one, 420 successfully completed restorative agreements and 85% compliance rate.

2) Year Two Outcomes: assuming 6 total case managers (2 existing plus 2 Endowment-funded who will implement NJP citywide plus 2 Federally-funded case managers for SMART

demonstration project): 800 cases referred to NJP in year two, 560 successfully completed restorative agreements and 90% compliance rate.

IV. AMOUNT OF GRANT

\$523,850.00, payable as follows. ,

\$261,925, upon The Endowment's receipt of this executed Agreement; \$261,925 on December 31, 2015.

First payment is contingent upon receipt of this original signed Agreement. Subsequent payments are contingent upon compliance with this Agreement, including timely receipt of progress reports, as outlined in the Terms and Conditions of Grant Section.

V. PERIOD OF GRANT

Grant funds are to be applied to expenses incurred for the period from 12/1/2014 to 11/30/2016, unless otherwise agreed upon in writing by The Endowment.

VI. TERMS AND CONDITIONS OF GRANT

Grantee agrees that the grant is subject to the following conditions:

A. Expenditure of Grant Funds.

1. Use of Funds. Grantee must spend the grant funds only for the purposes described above.
2. Prohibited Uses. Grantee shall not use any of the funds from this grant in a manner inconsistent with Section 501(c)(3) of the Code, including:
 - a. carrying on propaganda, or otherwise attempt to, influence legislation,
 - b. influencing the outcome of any specific public election,
 - c. carrying on, directly or indirectly, any voter registration drive,
 - d. inducing or encouraging violations of law or public policy, or
 - e. causing any private inurement or improper private benefit to occur.
3. Payment of Funds to Related Parties of The Endowment. No part of these grant funds shall be paid to any director, officer, or employee (or their family members) of The Endowment for any purpose.

B. Return of Funds. Grantee shall return to The Endowment any grant funds under the following conditions:

1. If The Endowment, in its reasonable discretion, determines that the Grantee has not performed in accordance with this Agreement; or
2. Any portion of the funding is not used for grant purposes.

C. Records, Audits, Site Visits. Funds provided by The Endowment, together with any interest thereon, shall be accounted for separately in the Grantee's books and records.

A systematic accounting record shall be kept by the Grantee of the receipt and disbursement of such funds. The Grantee shall retain original substantiating documents related to restricted grant expenditures and make these records available for The Endowment's review upon request. Grantee shall be responsible for maintaining adequate financial records of this grant program. The Endowment, or a designated representative, reserves the right, upon written notice, to audit Grantee's books and records relating to the expenditure of any funds provided by The Endowment as a restricted grant.

- D. Reports. Grantee shall make interim written reports to The Endowment according to the schedule set forth below. Each such written report shall describe in detail the use of the granted funds, compliance with the terms of the grant, and the progress made by the Grantee toward achieving the purposes for which the grant was made, during the period covered by such report. All such reports must be signed by an officer of the Grantee.

The schedule of due dates for such written reports is:

1st interim report: December 31, 2015; and

Final Report: December 31, 2016

- E. Licensing and Credentials. The Grantee hereby agrees to maintain, in full force and effect, all required governmental or professional licenses and credentials for itself, its facilities, and for its employees and all other persons engaged in work in conjunction with this grant.
- F. Management and Organizational Changes. The Grantee agrees to provide immediate written notice to The Endowment if significant changes or events occur during the term of this grant which could potentially impact the progress or outcome of the grant, including, without limitation, changes in the Grantee's management personnel or losses of funding.
- G. Public Reporting. The Grantee agrees to disseminate to the public, by using established channels of communication, pertinent information relating to the results, findings, or methods developed through this grant.
- H. Publications; License. Any information contained in publications, studies, or research funded by this grant shall be made available to the public following such reasonable requirements as The Endowment may establish from time to time. Grantee grants to The Endowment an irrevocable, nonexclusive license to publish any publications, studies, or research funded by this grant at its sole discretion.
- I. Knowing Assumption of Obligations. Grantee acknowledges that it understands its obligations imposed by this Agreement, including but not limited to those obligations imposed by reference to the Code. Grantee agrees that if Grantee has any doubts about its obligations under this Agreement, including those incorporated by reference to the Code, Grantee will promptly contact The Endowment or legal counsel.
- J. Terrorist Activity. The Grantee agrees that it will use the grant funds in compliance with all applicable anti-terrorists financing and asset control laws, regulations, rules, and executive orders, including, but not limited to the USA Patriot Act of 2001 and Executive Order 13224.
- K. Identification of The Endowment. Grantee shall ensure that The Endowment is clearly identified as a funder or supporter of Grantee in all published material relating to the

subject matter of the grant. Grantee shall list The Endowment as a funder or supporter in its annual report (if any). All proposed Grantee external communications regarding The Endowment shall be submitted first to The Endowment for its review and approval.

- L. The Endowment Letterhead and Logo. Use of The Endowment letterhead or logo is prohibited without prior written consent from the Communications Department of The Endowment.
- M. Subgrantees. With regard to the selection of any subgrantees to carry out the purposes of this grant, Grantee retains full discretion and control over the selection process, acting completely independently of The Endowment. There is no agreement, written or oral, by which The Endowment may cause Grantee to choose any particular subgrantee.
- N. No Agency. Grantee is solely responsible for all activities supported by the grant funds, the content of any product created with the grant funds, and the manner in which any such product may be disseminated. This Agreement shall not create any agency relationship, partnership, or joint venture between the parties, and Grantee shall make no such representation to anyone.
- O. No Waivers. The failure of The Endowment to exercise any of its rights under this Agreement shall not be deemed to be a waiver of such rights.
- P. No Further Obligations by The Endowment. This grant is made with the understanding that The Endowment has no obligation to provide other or additional support or grants to the Grantee.
- Q. Remedies. If The Endowment determines, in its reasonable discretion, that Grantee has substantially violated or failed to carry out any provision of this Agreement, including but not limited to failure to submit reports when due, The Endowment may, in addition to any other legal remedies it may have, refuse to make any further grant payments to Grantee under this or any other grant agreement, and The Endowment may demand the return of all or part of the grant funds not properly spent or committed to third parties, which Grantee shall immediately repay to The Endowment. The Endowment may also avail itself of any other remedies available by law.
- R. Indemnification. Grantee irrevocably and unconditionally agrees, to the fullest extent permitted by law, to defend, indemnify, and hold harmless The Endowment, its officers, directors, employees, and agents, from and against any and all claims, liabilities, losses, and expenses (including reasonable attorneys' fees) directly, indirectly, wholly, or partially arising from or in connection with any act or omission of Grantee, its employees, or agents, in applying for or accepting the grant, in expending or applying the grant funds, or in carrying out any project or program to be supported by the grant, except to the extent that such claims, liabilities, losses, or expenses arise from or in connection with any act or omission of The Endowment, its officers, directors, employees, or agents.
- S. Captions. All captions and headings in this Agreement are for the purposes of reference and convenience only. They shall not limit or expand the provisions of this Agreement.
- T. Entire Agreement; Amendments and Modifications. This Agreement constitutes the entire agreement of the parties with respect to its subject matter and supersedes any and all prior written or oral agreements or understandings with respect to the subject matter

hereof. This Agreement may not be amended or modified, except in a writing signed by both parties.

- U. Governing Law. This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of California, applicable to contracts to be performed wholly within said state.

VII. ACCEPTANCE OF AGREEMENT

The Endowment reserves the right to withhold or suspend payments of grant funds if the Grantee fails to comply strictly with any of the terms and conditions of this Agreement or any other grant agreement between The Endowment and Grantee.

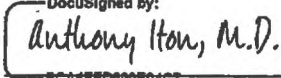
If this Agreement correctly sets forth your understanding and acceptance of the arrangements made regarding this grant, please countersign and return to The Endowment.

"THE ENDOWMENT"

THE CALIFORNIA ENDOWMENT,
a California nonprofit public benefit
corporation.

"GRANTEE"

**OFFICE OF THE LOS ANGELES CITY
ATTORNEY**

By: 
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

The
California
Endowment

Payment Form

The California Endowment issues electronic payments via an ACH credit directly to your bank account. In order to process your payment, please enter your Bank Name, Bank Routing Number and Bank Account Number in the fields below.

Please note that fees of \$.10-\$.20 cents may be imposed by your bank for each ACH transaction. Please refer to your bank representative for details.

If you prefer not to receive payment electronically, please enter "N/A" in the fields, and The Endowment will issue a paper check that will be mailed via US post.

Grantee Organization Name	Office of the Los Angeles City Attorney
Project Title and File Number	Neighborhood Justice Program - Reducing Recidivism and Improving Health (20142016)
Grantee Organization Address	City Hall East 200 North Main Street Los Angeles, CA 90012
Payee Organization Name	Office of the Los Angeles City Attorney
Bank Name	
Bank Routing Number	
Bank Account Number	
Confirm Bank Account Number	

By signing this form, I confirm that the above bank information is accurate and that I authorize The California Endowment to issue an ACH credit to the above named account:

Signed by:
Title:



The
California
Endowment

Monitoring Form

Office of the Los Angeles City Attorney

City Hall East

200 North Main Street

Los Angeles, CA 90012

Project Title and File Number: Neighborhood Justice Program - Reducing Recidivism
and Improving Health (20142016)

The California Endowment uses online submission of monitoring reports for grantees. Upon receipt of this completed form and your signed Grant Agreement, we will establish an online account for you. Only one accountholder per grant is allowed. Thereafter, you will be able to log into that account, establish a permanent password, view reporting requirements and submit reports.

Should you have any questions, please contact tcegrantreports@calendow.org

Reporting Contact – person responsible for submitting reports

Name:

Title:

Phone number:

Fax number:

Email address:

Organization website:

Certificate of Completion

Envelope Number: B7AB9DE952F8449C895F217A38B9A5E9
 Subject: 20142016, Grant from The California Endowment to Office of the Los Angeles City Attorney
 Source Envelope:
 Document Pages: 7
 Certificate Pages: 5
 AutoNav: Enabled
 Envelope Stamping: Enabled

Signatures: 2
 Initials: 1

Status: Sent

Envelope Originator:
 Stephen Gould
 1000 N Alameda St
 Los Angeles, CA 90012
 sgould@calendow.org
 IP Address: 64.60.230.130

Record Tracking

Status: Original
 12/8/2014 4:09:28 PM PT

Holder: Stephen Gould
 sgould@calendow.org

Location: DocuSign

Signer Events

Michelle Humphreys
 mhumphreys@calendow.org
 Manager, Program Administration
 The California Endowment
 Security Level: Email, Account Authentication
 (None)
 Electronic Record and Signature Disclosure:
 Not Offered
 ID:

Signature

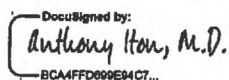


Using IP Address: 64.60.230.130

Timestamp

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 Resent: 12/9/2014 4:14:03 PM PT
 Viewed: 12/15/2014 10:47:30 AM PT
 Signed: 1/6/2015 9:23:31 AM PT

Anthony Iton, M.D.
 alton@calendow.org
 Senior Vice President
 The California Endowment
 Security Level: Email, Account Authentication
 (None)
 Electronic Record and Signature Disclosure:
 Not Offered
 ID:


 DocuSigned by:
 Anthony Iton, M.D.
 BCAAFFD699E94C7...

Using IP Address: 67.142.235.252

Sent: 1/6/2015 9:23:33 AM PT
 Viewed: 1/7/2015 11:05:38 AM PT
 Signed: 1/8/2015 1:12:37 PM PT
 Freeform Signing

Jose Egurbide
 Jose.egurbide@lacity.org
 Security Level: Email, Account Authentication
 (None)
 Electronic Record and Signature Disclosure:
 Accepted: 1/12/2015 2:41:28 PM PT
 ID: faee7d8c-15c4-4f13-9587-a8d07bf45a07

Sent: 1/8/2015 1:12:39 PM PT
 Viewed: 1/12/2015 2:41:28 PM PT

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Carbon Copy Events**Status****Timestamp**

Electronic Approvals

eapprovals@calendow.org

The California Endowment

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Accepted: 3/5/2012 10:45:26 AM PT

ID: a140b8cb-882d-4d5f-b94d-fd95b51f9f42

TCE Grant Reports

tcegrantreports@calendow.org

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Not Offered

ID:

Notary Events**Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Sent

Hashed/Encrypted

1/8/2015 1:12:39 PM PT

Electronic Record and Signature Disclosure

ELECTRONIC CONSENT

Acknowledging your access and consent to receive materials electronically

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By checking the 'I agree' box, I confirm that:

- I can access and read this ELECTRONIC CONSENT; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify The California Endowment as described above, I consent to receive through electronic means notices, disclosures, authorizations, acknowledgements, and other documents made available to me by The California Endowment during the course of my relationship with you.

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From time to time, The California Endowment (we, us or Organization) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign, Inc. (DocuSign) electronic signing system.

Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button.

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At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time (usually 30 days) after such documents are first sent to you. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive

notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive notices and consents electronically from us or to sign documents electronically from us.

How to contact The California Endowment

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us, please email or call your Endowment representative directly.

To advise The California Endowment of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to your Endowment representative and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address.

In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

To request paper copies from The California Endowment

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail your Endowment representative and in the body of such request you must state your e-mail address, full name and title, legal name of organization, US Postal address, and telephone number.

To withdraw your consent with The California Endowment

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent or you may;
- ii. send an e-mail to your Endowment representative and in the body of such request you must state your e-mail, full name and title, legal name of organization, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process.

Required hardware and software

Operating Systems:	Windows® 2000; Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari®, 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum

Enabled Security Settings:	Allow per session cookies
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**** These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.**

City of Los Angeles Grant Award Notification and Acceptance

Recipient Department				
This Grant Award is: ☒ New ☒ Continuation/Renewal ☐ Supplemental ☐ Revision ☐ Sub-Allocation				
Grants Coordinator: Jennifer Krieger		E-Mail: jennifer.krieger@lacity.org		Phone: 213-978-8100
Project Manager: Jennifer Krieger		E-Mail: jennifer.krieger@lacity.org		Phone: 213-978-8100
Department/Bureau/Agency: City Attorney Criminal Division				Date: 02/04/2015
Grant Information				
Name of Grantor: The California Endowment			Pass Through Agency: n/a	
Grant Program Title: Neighborhood Justice Program			Notification of Award Date: January, 2015	
Funding Source (Public or Private): ☐ Federal ☐ State ☐ Local ☒ Foundation ☐ Corporation ☐ Other		Grant Type: ☐ Formula/Block ☒ Competitive/Discretionary ☐ Other		Funds Disbursement: ☐ Advance ☒ Reimbursement
		Agency's Grant ID: CFDA # _____ Other ID # _____ eCivis ID# _____		
Match Requirement: ☒ None ☐ Recommended ☐ Mandatory _____ Amount = _____ % Match				
Match Type: ☐ Cash ☐ In-Kind Identify Source of Match: _____				
Fiscal Information:	Awarded Funds \$523,850	Match/In-Kind Funds \$	Additional/Leveraged Funds \$	Total Project Budget \$
Approved Grant Budget Summary:				
Category	Awarded	Match	Additional	Explanation
Personnel				
Salaries	298,215			
Fringe Benefits	98,232			
Indirect	125,220			
Equipment				
Materials/Supplies	2,183			
Travel				
Contractual Services				
Other				
Total:	523,850			
Approved Project				
Descriptive Title of Funded Project: Neighborhood Justice Program				
Performance Period Start/End Dates (Month/Day/Year): Start: 12/01/14 End: 11/30/16		Citywide: ☒ Affected Council District(s): All Affected Congressional District(s): All		
Purpose: ☐ Capital/Infrastructure ☐ Equipment ☒ Program ☐ Planning/Training ☐ Pilot/Demonstration				
Identify Internal Partners (City Department/Bureau/Agency): Identify External Partners: Community stakeholders				
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 from the California Endowment will cover the salaries and related cost of two new positions for a two year period, to enable city-wide expansion of the Neighborhood Justice Panel program (NJP) Based on principles of Restorative Justice, NJP was created by the Los Angeles City Attorney to identify first-time, non-violent offenders and divert them from the traditional criminal justice system before criminal charges are ever filed. Participants in the NJP are held accountable for the crime they committed by the community they harmed, while also gaining access to services that increase the chances of preventing their future involvement with the criminal justice system. This funding building upon initial grant funding from different sources to launch NJPs.				

City of Los Angeles Grant Award Notification and Acceptance

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.

None.

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:

- | | |
|---|--|
| ☒ Grant Award Notification and Acceptance | ☐ Copy of Award Notice |
| ☒ Grant Project Cost Breakdown (Excel Document) | ☐ Copy of Grant Agreement (if applicable) |
| ☐ Detail of Positions and Salary Costs (Excel Document) | ☐ Additional Documents (if applicable) |

Department Head Name:
MC Molitor

Department Head Signature:



Date: 2/6/2015

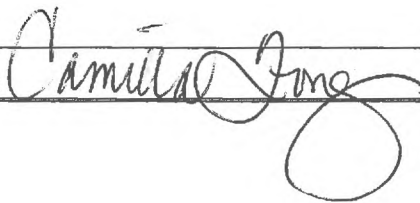
FOR CAO USE ONLY

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: 2/19/15

**Grant Award Notification and Acceptance
Grant Project Cost Breakdown**

					Department:	Los Angeles City Attorney
Neighborhood Justice Panel			Additional Costs**			
Grant Project Breakdown		Grant Funds	City Funds	Non-City Funds	Total	Comments
Salaries						
1010 Salaries General					0	
1020 Salaries Grant Reimbursed		298,215			298,215	
1070 Salaries As Needed					0	
1090 Overtime					0	
Salaries Total:		\$ 298,215			298,215	
Related Costs City Attorney						
	CAP Rate					
Fringe Benefits	32.94%	98,232			98,232	
Department Administration	23.61%	70,409			70,409	
Central Services	18.38%	54,812			54,812	
Related Costs Total:		\$ 223,452	\$ -	\$ -	223,452	
Expense						
2120 Printing & Binding					0	
2130 Travel					0	
3040 Contractual Services					0	
3310 Transportation					0	
4160 Governmental Meetings					0	
6010 Office Supplies		2,183			2,183	
6020 Operating Supplies					0	
7300 Equipment					0	
Other (Database)					0	
Expenses Total:		\$2,183			2,183	
Grand Total:		\$ 523,850	\$ -	\$ -	\$ 523,850	
*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.)						

Grant Award Notification and Acceptance
Grant Project Cost Breakdown

Page 3 of 4

	**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.	
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